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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER, DESIGN ENGINEER, AND PEER REVIEWERS FOR PEER REVIEW OF DESIGN

Prepared by



and

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201
(703) 548-3118
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TABLE OF CONTENTS

ARTICLE 1 – STATUS OF PEER REVIEWERS	2
1.01 Personal Services Contract.....	2
1.02 Representations as to Independence and Authorization.....	2
ARTICLE 2 – BASIC SERVICES OF DESIGN ENGINEER AND PEER REVIEWERS.....	3
2.01 General	3
ARTICLE 3 – ADDITIONAL SERVICES OF DESIGN ENGINEER AND PEER REVIEWERS.....	4
3.01 Additional Services	4
3.02 Authorization for Additional Services	4
ARTICLE 4 – OWNER’S RESPONSIBILITIES	5
4.01 General	5
ARTICLE 5 – DESIGN ENGINEER’S RESPONSIBILITIES	6
5.01 General	6
ARTICLE 6 – PEER REVIEWERS’ RESPONSIBILITIES	7
ARTICLE 6 - PEER REVIEWERS' RESPONSIBILITIES.....	7
6.01 Principal Duties.....	7
ARTICLE 7 – PERIOD OF SERVICE.....	9
7.01 General	9
ARTICLE 8 – COMPENSATION OF DESIGN ENGINEER AND PEER REVIEWERS	10
8.01 Method of Compensation	10
8.02 Times of Payment.....	10
8.03 Additional Provisions Concerning Payments.....	10
ARTICLE 9 – GENERAL CONSIDERATIONS	11
9.01 Termination	11
9.02 Records.....	11
9.03 Insurance.....	11
9.04 Professional Responsibility of Design Engineer and Peer Reviewers	12
9.05 Waiver of Claims Against Peer Reviewers	13
9.06 Mutual Waiver of Consequential Damages.....	13
9.07 Indemnification	13
9.08 Electronic Data.....	14
9.09 Controlling Law	14
9.10 Successors and Assigns	14
9.11 Confidentiality.....	14
9.12 Dispute Resolution	15
9.13 Miscellaneous Provisions.....	15

ARTICLE 10 – DEFINITIONS 16
10.01 Defined Terms 16
ARTICLE 11 – EXHIBITS 17
11.01 Exhibits..... 17
11.02 Total Agreement..... 17
11.03 Peer Reviewers’ Certifications 18

**AGREEMENT BETWEEN OWNER,
DESIGN ENGINEER, AND PEER REVIEWERS
FOR PEER REVIEW OF DESIGN**

THIS IS AN AGREEMENT between and among _____ (“Owner”),

_____ (“Design Engineer”), and the
following Peer Reviewers: _____, and
_____, and
_____.

Each Peer Reviewer that is a business entity will provide the services of the individual designated below (“Individual Peer Reviewers”) to fulfill the entity’s obligations under this Agreement:

_____, from _____;
_____, from _____;
and _____, from _____.

Owner intends to construct or have constructed _____

(“the Project”) and has engaged Design Engineer to provide design professional services for the Project. This relationship is documented by an agreement dated _____, _____ between Owner and Design Engineer, including amendments thereto, if any (“the Design Agreement”). *[Note to User: If the Design Agreement contains a limitation of Design Engineer’s liability, it may be appropriate to consider whether a similar limitation of Peer Reviewers’ liability should be included in this Agreement.]*

Design Engineer, Owner, and Peer Reviewers are referred to herein individually as a “party” or collectively as the “parties.” If there is only one Peer Reviewer, the term “Peer Reviewers” shall mean the sole Peer Reviewer.

Owner, Peer Reviewers, and Design Engineer agree that the Peer Reviewers will conduct an Independent Peer Review of Design (“Peer Review”). This Agreement sets forth the extent of the Peer Review and the relationships between the parties named above in connection with the Peer Review.

This Agreement is intended to implement a Peer Review required by _____ (the “Commissioning Authority”). *[Note to User: Generally the Commissioning Authority is a grant agency, lender, or similar entity that requires peer reviews of project designs as a matter of policy. If there is no such agency or authority, then presumably the Owner has mandated the Peer Review and is the Commissioning Authority. See definition of Commissioning Authority in Article 10.]*

Whenever terms are used in this Agreement (including the Exhibits) and printed with initial capital letters, they shall have the meanings indicated where first used or in Article 10. These meanings are applicable to both the singular and plural.

As to Owner and Design Engineer, this Agreement is intended to be consistent with and supplementary to the Design Agreement, setting forth services by Design Engineer and responsibilities of Owner. It includes terms and conditions not set forth in the Design Agreement. In the event of conflicts between the provisions of the Design Agreement and this Agreement, as to Owner and Design Engineer the Design Agreement shall govern. This Agreement constitutes the sole agreement between (a) Design Engineer and Peer Reviewers and (b) Owner and Peer Reviewers in connection with the Project.

ARTICLE 1 – STATUS OF PEER REVIEWERS

1.01 Personal Services Contract

- A. Peer Review services are to be provided by the Peer Reviewers personally (and in the case of Peer Reviewers that are entities, by the designated Individual Peer Reviewers). The Peer Reviewers may supplement and support such services with administrative personnel to promote economy and efficiency.
- B. To promote economy and efficiency, the personal services of the Peer Reviewers may be supplemented and supported by technical personnel specifically indicated in Exhibit B, “Authorization of Technical Support Personnel to Assist Peer Reviewers,” at the discretion of the Peer Reviewers in accordance with good professional judgment and practice. The personnel or classifications of personnel named in Exhibit B may be supplemented or substituted at the request of the Peer Reviewers supervising the support persons and with the approval of the Team Leader.

1.02 Representations as to Independence and Authorization

- A. Each Peer Reviewer represents as follows with regard to itself as of the Effective Date:
 - 1. It is not employed by, nor does it have any financial interest in the Design Engineer’s or Owner’s organizations, or related entities. It does not have any financial interest in the outcome of the Peer Review, nor have any personal relationships which could influence or compromise the review process. It has had no previous involvement in the Project being reviewed.
 - 2. It has disclosed in writing any and all relationships between itself and Design Engineer, Owner, and any employees of either that could be a source of or create the appearance of a conflict of interest or could impair the independence of the Peer Review. Execution of this Agreement by Design Engineer and Owner shall be their confirmation that a Peer Reviewer who has made a disclosure is satisfactory as to independence. A copy of each such disclosure, if any, is attached as Exhibit D, “Disclosure and Acceptance of Potentially Conflicting Relationships of Design Engineer and Peer Reviewers.”

3. That the providing of services in fulfillment of this Agreement is in no way related to or impaired by any other financial, business, property, personal or other relationships or interests of the individual or entity, whether such relationships or interests are identified or not, and that all necessary notifications to other employers, clients, or others, if any, have been made and all necessary permissions, if any, have been granted.
4. That the Peer Reviewer (or in the case of an entity, the designated Individual Peer Reviewer) is a licensed design professional in the state where the Project is located.
5. That the Peer Reviewer is authorized to conduct business in the state in which the Project is located.

ARTICLE 2 – BASIC SERVICES OF DESIGN ENGINEER AND PEER REVIEWERS

2.01 General

- A. Design Engineer shall perform as Basic Services the tasks set forth in Article 5 and Exhibit A, within the time periods stipulated in Exhibit A.
- B. Peer Reviewers shall perform as Basic Services the tasks set forth in Article 6 and Exhibit A, within the time periods stipulated in Exhibit A.
- C. The parties recognize that the nature of the services during a Peer Review cannot be foreseen precisely. The parties shall cooperate to expedite and complete the Peer Review within the scope of Basic Services, if possible, consistent with this Agreement and good professional judgment and practice. If it is necessary to adjust the scope of the Peer Reviewers' or Design Engineer's services as the Peer Review progresses, then the compensation for services shall be equitably adjusted. Design Engineer and Peer Reviewers shall keep Owner periodically informed as to the effort expended and progress made toward completion of the Peer Review.
- D. All responsibilities shall be carried out in accordance with all applicable laws, rules, regulations, ordinances, codes, orders, and special controlling requirements, if any, of governmental agencies, lending institutions, or other authorities having jurisdiction, including but not limited to requirements of the Commissioning Authority.
- E. Communications between and among all the parties during the Peer Review shall be encouraged to facilitate efficiency, cooperation, and understanding.
- F. Reports shall be prepared in such quantities and distributed as set forth in Exhibit A, or if not otherwise indicated, distributed by Peer Reviewers to Owner and Design Engineer.
- G. Design Engineer and each Peer Reviewer shall designate in writing a person to act as its representative under this Agreement. Such person shall have authority to transmit instructions and receive information.

ARTICLE 3 – ADDITIONAL SERVICES OF DESIGN ENGINEER AND PEER REVIEWERS

3.01 *Additional Services*

A. Services set forth below are Additional Services.

1. Study or research of advanced technical subjects by Design Engineer or Peer Reviewers not contemplated in the Basic Services.
2. Services by Design Engineer and Peer Reviewers required to be performed after the delivery of the Report and response thereto if required to resolve any conflicting technical opinions that remain after normal efforts to reconcile their different professional conclusions.
3. The making of oral or written presentations by Design Engineer and Peer Reviewers to the Commissioning Authority (except if the Commissioning Authority is the Owner) or a governmental agency, a lender, or other entity that is not a party to this Agreement.
4. Services required because the Peer Review scope is modified in writing by the parties as to purpose, services, time of performance, and amount or type of documentation.
5. Analyses or examinations by Peer Reviewers not contemplated as a part of Basic Services.
6. The performance or observation of tests by Design Engineer or Peer Reviewers not contemplated in Basic Services.
7. Additional analyses or examinations, not within the scope of Basic Services, recommended by Design Engineer or Peer Reviewers that may permit more economical construction than would be permissible without such additional analyses.
8. Visits by Peer Reviewers to the Project site to enhance understanding of site-specific design elements and enable Peer Reviewers to make site-specific Peer Review recommendations.
9. Visits by Peer Reviewers to the Project site during construction to observe latent or interim conditions or the construction in progress for the purpose of verifying assumptions on which Peer Review recommendations were based.
10. Retaining additional technical assistance or consultants.

3.02 *Authorization for Additional Services*

A. Additional Services under Paragraph 3.01 and other Additional Services agreed upon by the parties shall be authorized in writing in advance by Owner using the procedures of Paragraph 9.13.F.

ARTICLE 4 – OWNER’S RESPONSIBILITIES

4.01 *General*

- A. Owner shall perform or provide the following in a timely manner so as not to delay the services of Design Engineer and Peer Reviewers:
1. Designate in writing a person to act as Owner’s representative with respect to this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define Owner’s policies and decisions with respect to Design Engineer’s and Peer Reviewers’ services for this Peer Review.
 2. Assist Design Engineer and Peer Reviewers by providing all available information pertinent to the parts of the Project under Peer Review and current as of the date of the Peer Review not provided by Design Engineer pursuant to Paragraph 5.01.A.1. Peer Reviewers may use and rely upon this information in performing services under this Agreement. Such information shall include, as appropriate, but not be limited to the following:
 - a. data prepared by or as a result of services of others such as subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials, and equipment;
 - b. appropriate professional interpretations of the foregoing;
 - c. environmental assessment and impact statements;
 - d. property, boundary, right-of-way, easement, topographic, and utility surveys;
 - e. property descriptions;
 - f. zoning, deed, and other land use restrictions; and
 - g. other special data or consultations.
 3. Arrange for access to and make all provisions for Design Engineer and Peer Reviewers to enter upon public and private property as required for Design Engineer and Peer Reviewers to perform services under this Agreement.
 4. Examine all studies, reports, and other documents presented by Design Engineer and Peer Reviewers.
 5. Render necessary decisions in writing within a reasonable time.
 6. Provide cost estimating services as Owner deems desirable to supplement the estimates of probable costs, if any, furnished by Design Engineer or Peer Reviewers or comparative costs of alternative courses of action considered during the Peer Review.

7. Give prompt written notice to Design Engineer and Peer Reviewers whenever Owner becomes aware of any condition that affects the scope, timing, or factual bases of the Peer Review.
 8. Furnish additional information or direct Design Engineer and Peer Reviewers to provide Additional Services to obtain such additional information as required due to conditions that arise during the conduct of the Peer Review and as are necessary for its completion.
 9. Participate in and make decisions to facilitate agreement between Design Engineer and Peer Reviewers in connection with the Report.
- B. In the event that agreement between Design Engineer and Peer Reviewers cannot be reached on all points, Owner may proceed, in accordance with the provisions contained in all agreements related to the Project, in accordance with Paragraph 9.04.E.

ARTICLE 5 – DESIGN ENGINEER’S RESPONSIBILITIES

5.01 General

- A. Design Engineer shall perform or provide the following in a timely manner so as not to delay the Peer Review:
1. Cooperate with Peer Reviewers and Owner by providing agreed-upon Review Documents (checked and otherwise represented as ready for a thorough review) in advance of and as required for the Peer Review, including but not limited to design or planning documents, design schedules, statements of Owner’s design requirements and criteria, calculations and other analyses, all pertinent information in Design Engineer’s possession (such as that listed in Paragraph 4.01.A.2), construction documents, and other instruments of Design Engineer’s services.
 2. Discuss with Peer Reviewers the process of the design, including approaches used, assumptions made, special design problems encountered, special solutions accomplished, extra analyses made but not incorporated into the final documents, and other aspects of the design process.
 3. Provide miscellaneous support for Peer Reviewers when they are at Design Engineer’s office, such as providing copies of documents, suitable work space, telephone service, internet access, and routine clerical and technology support for Peer Reviewers.
 4. Study the Report to understand the recommendations contained therein.
 5. Attend Report presentations and subsequently review the written Report in detail, responding to each recommendation by accepting it without qualifications, accepting it with qualifications, or rejecting it.
 6. Discuss with Owner and Peer Reviewers the response to the Report in an attempt to reach agreement on all points through complete understanding of the technical matters involved, by proposing alternate solutions to issues that are not immediately acceptable,

and by recommending that Owner's Project program be modified to accommodate proposed design revisions if appropriate.

7. Cooperate with Owner and Peer Reviewers in determining the necessary steps to take to resolve any conflicting technical opinions between Design Engineer and Peer Reviewers, endeavoring at all times to accomplish the necessary revisions so as to minimize the Peer Review's cost and disruption of the Project's progress.
8. Cooperate with Owner in modifying the Design Agreement for design services as required to accomplish agreed-upon revisions to Design Engineer's design documents (the accomplishment of those revisions being outside the scope of this Agreement and being carried out under the Design Agreement).
9. Remain the Designer of Record for all documents revised in accordance with agreed-to Peer Review recommendations.
10. Cooperate with Owner in reaching acceptable terms whereby Owner, in accordance with Paragraph 9.04.E, engages another designer for part of the design if Owner determines that Design Engineer's rejection of Peer Review recommendations that Owner wishes to incorporate into the Project makes such engagement appropriate.

ARTICLE 6 – PEER REVIEWERS' RESPONSIBILITIES

6.01 Principal Duties

- A. Peer Reviewers shall provide a Peer Review of the design in accordance with the specific scope and purpose and at the specific stages outlined in Exhibit A. Peer Reviewers' general responsibilities shall include the following:
 1. Confer with each other and select a Team Leader by a vote of all Peer Reviewers. The Team Leader shall preside at meetings of the Peer Reviewers and carry out the duties set forth in this Agreement. When there is only one Peer Reviewer, that Peer Reviewer shall perform the functions of the Team Leader.
 2. Meet with Design Engineer to become familiar with:
 - a. the Project program, scope, and constraints;
 - b. Design Engineer's assumptions regarding technical and statutory and regulatory requirements;
 - c. approaches considered by Design Engineer;
 - d. standards referenced;
 - e. computer programs used;
 - f. problems encountered;

- g. special solutions accomplished;
 - h. additional analyses that were made that are not reflected in the Review Documents;
and
 - i. other matters of importance related to that part of the design to be included in the Peer Review.
3. If necessary, meet separately with individual employees of Design Engineer to confirm Peer Reviewers' understanding of the design process and the design documents and discuss any issues of interest.
- B. At each specific stage at which a Peer Review is conducted, Peer Reviewers shall:
- 1. Review the Review Documents for compliance with the Project program and purpose as well as with accepted standards of professional and technical practices. Such review is to be for acceptability and not merely for Peer Reviewers' personal preferences.
 - 2. Discuss findings with Design Engineer and attempt to reach agreement on all points where Peer Reviewers recommend that the design be revised, including acceptable modifications to Peer Reviewers' own recommendations as appropriate in order to obtain acceptance by Design Engineer.
 - 3. Recommend to Owner that its Project program be modified as appropriate to accommodate revisions agreed upon by Peer Reviewers and Design Engineer for the improvement of the Project.
 - 4. Prepare and present a written Report of the Peer Reviewers' findings and recommendations to Owner and Design Engineer when review of the Review Documents is complete, explanation of Peer Reviewers' recommendations to Design Engineer is accomplished, and the appropriateness of revisions to the design has been agreed upon to the extent possible by Peer Reviewers and Design Engineer.
 - 5. Cooperate with Owner and Design Engineer in determining the necessary steps to take to resolve any conflicting technical opinions between Design Engineer and Peer Reviewers, endeavoring at all times to accomplish the necessary revisions so as to minimize the Peer Review's cost and disruption of the Project's progress.
 - 6. Inform Owner of the progress of the Peer Review, the points of agreement, the points of disagreement, the alternatives available, and the effects of each alternative.
- C. In performing their tasks and functions, Peer Reviewers shall:
- 1. When practical, maintain confidentiality of source with respect to any information gained from separate meetings with individual employees.
 - 2. Limit activities and analysis to those areas or parts of the Project reasonably necessary for the accomplishment of the Peer Review. Peer Reviewers shall have no responsibility

to review components, elements, or aspects of the Project not covered by the scope of services.

3. Not tortiously interfere with Design Engineer's contract or business relationship with Owner.
4. Provide the Peer Review services as necessary for the improvement of the design, not insisting on changes that are merely personal preference, and making no misleading representations thereafter as to the value of these services or of the recommendations resulting therefrom.

ARTICLE 7 – PERIOD OF SERVICE

7.01 General

- A. The number of separate Peer Reviews, designated by reference to the phases of the design after which each Peer Review will occur, is set forth in Exhibit A together with the anticipated dates of beginning of the Peer Review process at each stage. It is agreed that all dates for the performance of the Peer Review(s) are dependent upon Design Engineer having completed all Review Documents by dates set forth in Exhibit A. Whenever Design Engineer believes that the date scheduled for a Peer Review will not be met, it shall notify Owner and Peer Reviewers and cooperate in accelerating its activities or rescheduling the Peer Review.
- B. Peer Reviewers shall begin each Peer Review within 14 days of receiving the Review Documents unless otherwise stipulated in Exhibit A or otherwise agreed.
- C. If Peer Reviews are delayed more than 30 days from dates set forth in Exhibit A (unless new dates are agreed to) for reasons other than fault on the part of Peer Reviewers, Peer Reviewers shall not be obligated to begin such Peer Reviews immediately, and all subsequent dates of performance shall be renegotiated.
- D. It is agreed that all schedules for the performance of design phases, as defined in the Design Agreement, that follow a Peer Review are dependent upon Peer Reviewers having completed the Peer Review within the intervals set forth in Exhibit A, and subsequent design phases shall be rescheduled if required by an extended Peer Review.
- E. Peer Reviewers shall expedite their services whenever possible by the review of selected Review Documents in advance of assembly of Peer Reviewers at Design Engineer's office or the site of the Project.
- F. Peer Reviewers and Design Engineer shall expedite the resolution of technical questions by keeping each other informed of incipient differences of opinion and by seeking resolutions of such differences as early as reasonably possible.

ARTICLE 8 – COMPENSATION OF DESIGN ENGINEER AND PEER REVIEWERS

8.01 *Method of Compensation*

- A. Owner shall compensate Design Engineer and Peer Reviewers for services and Reimbursable Expenses under this Agreement in accordance with Exhibit C, “Compensation of Design Engineer and Peer Reviewers.” Design Engineer shall not be responsible for compensation of Peer Reviewers under any circumstances.
- B. The method of compensation, or the agreed upon rates, or both, shall be adjusted if the periods or times of performance are changed materially through no fault of the party (or parties) seeking the revision to the compensation provisions of this Agreement.

8.02 *Times of Payment*

- A. Design Engineer and each Peer Reviewer shall submit, not more often than monthly, invoices for Basic and Additional Services performed and for Reimbursable Expenses incurred, as set forth in Exhibit C. If any part of the compensation is to be a lump sum, the invoices for that part of the monthly compensation due shall be based on Design Engineer’s or Peer Reviewer’s estimate of the proportion of services completed during that month.
- B. If Owner objects to any invoices from Design Engineer or Peer Reviewers, Owner shall so indicate in writing within 14 days of receipt. If no such objection is made, the invoices shall be considered acceptable to Owner. If Owner disputes an invoice, either as to amount or entitlement, then within 14 days of receipt Owner shall promptly advise the party that submitted the invoice of the specific basis for disputing the invoice, may withhold the portion so disputed from payment, and must pay the undisputed portion within the time permitted under Paragraph 8.02.C.
- C. Invoices from Design Engineer and Peer Reviewers are due and payable within 30 days of receipt of an acceptable invoice. If Owner fails to make any payment due and owing to Design Engineer or a Peer Reviewer within 30 days after receipt of the invoice, then the amounts due Design Engineer and Peer Reviewers therefor shall be increased at the rate of 1 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Design Engineer or Peer Reviewers may, upon giving seven days’ written notice to Owner, suspend services under this Agreement until all past due charges for services and Reimbursable Expenses are paid.

8.03 *Additional Provisions Concerning Payments*

- A. In the event of termination under Paragraphs 9.01.A or B, payment due Design Engineer and Peer Reviewers shall be based on services rendered and Reimbursable Expenses incurred through the effective date of termination, plus additional expenses, if any, associated with early termination of the Peer Review.

- B. Records of Design Engineer's and Peer Reviewers' hours expended on the Peer Review and Reimbursable Expenses shall be kept in accordance with generally recognized accounting principles.
- C. In the event of suspension of the Peer Review for a period of more than 90 days, compensation to Design Engineer and Peer Reviewers shall be equitably adjusted to reflect changes in the various factors that affect compensation.

ARTICLE 9 – GENERAL CONSIDERATIONS

9.01 Termination

- A. This Agreement may be terminated by Owner with or without cause upon 14 days' written notice to Design Engineer and Peer Reviewers.
- B. This Agreement may be terminated for cause by Design Engineer or by one or more Peer Reviewers upon 14 days' written notice to the other parties for substantial failure by any of the other parties to perform in accordance with this Agreement through no fault of the party terminating the Agreement. This includes failure of Owner to pay monthly invoices within 60 days.
- C. This Agreement shall terminate automatically after occurrence of all of the following: upon completion of the Peer Review, the agreement on actions that are to be taken with regard to each recommendation resulting therefrom, the completion of all such actions, the issuing by Owner of a statement of completion of the Peer Review including satisfaction of the requirements of the Commissioning Authority, and payment for all services hereunder to Design Engineer and Peer Reviewers.

9.02 Records

- A. Records of the Peer Review shall be maintained on file by the Team Leader for a period of three years following the completion of the Peer Review and upon request shall be made available at cost to Owner, Design Engineer, Peer Reviewers, and Commissioning Authority within that period. Records of Peer Reviewers' activities, analyses, and recommendations shall be made available to Owner, Design Engineer, Peer Reviewers, and Commissioning Authority at cost for the same period. Maintenance of such records shall be the responsibility of the Team Leader with appropriate compensation therefor. Records of confidential interviews with Design Engineer or Design Engineer's employees shall be destroyed upon completion of the Peer Review, and Peer Reviewers shall not be called upon to recollect such interviews in any way that would compromise the confidentiality thereof.

9.03 Insurance

- A. Each party shall procure and maintain insurance as set forth in Exhibit E, "Insurance."
- B. Prior to commencement of the Peer Review, all parties shall exchange certificates indicating that the required insurance is in effect and that 30 days' notice shall be provided to all parties

by any insurance company canceling, reducing, or not renewing coverage under the insurance prescribed above.

9.04 *Professional Responsibility of Design Engineer and Peer Reviewers*

- A. *Standard of Care:* The standard of care for all professional and related services performed or furnished by Design Engineer and Peer Reviewers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Design Engineer and Peer Reviewers make no warranties, express or implied, under this Agreement or otherwise, in connection with any services that they perform or furnish.
- B. Design Engineer and Peer Reviewers shall endeavor to reach agreement on recommended revisions to the Review Documents. If such agreement is reached, Design Engineer shall incorporate the revisions into its design documents and thereafter continue to take full professional responsibility for them as the Designer of Record; Design Engineer shall likewise continue to take full professional responsibility for the provisions of its documents that were not considered by the Peer Review or that were considered but not revised. Recommendations by Peer Reviewers must be accepted by Design Engineer, in an original or a revised form, in order for the recommendations to be included in the design documents. Owner or Peer Reviewers shall not revise Design Engineer's documents.
- C. Peer Reviewers shall not become the Designer of Record for any portion of the Project. Peer Reviewers shall cooperate with Design Engineer to reach agreement, if possible, on mutually acceptable revisions to the Review Documents.
- D. Owner shall cooperate with Design Engineer and Peer Reviewers to the extent consistent with the purposes of the Project to aid in mutual acceptance by Design Engineer and Peer Reviewers of recommendations, including consideration of reasonable modifications to the Project.
- E. In the event that there appear to be irreconcilable differences of opinion between Design Engineer and Peer Reviewers regarding a peer Review recommendation, Owner and Design Engineer may agree that Design Engineer will proceed with the design without accepting the Peer Review recommendation in question, taking full professional responsibility for the design. In the alternative, Owner may choose to retain independent expert advisor(s) to examine matters still at issue and make recommendations to Owner and Design Engineer for resolution. If Design Engineer accepts the expert recommendations (whether they are in accordance with original Peer Reviewers' recommendations or not), Design Engineer shall incorporate the recommendations into the design documents and take full professional responsibility therefor. If Design Engineer does not accept the recommendations of Peer Reviewers and the expert(s), Owner may either (1) allow Design Engineer to proceed without accepting the recommendations, or (2) make arrangements consistent with applicable legal and ethical requirements for a new design professional to prepare design documents for the components or part of the Project in question. Design Engineer and the new design professional shall cooperate to the fullest extent so that Owner will get the benefit of the original design that is not in dispute or has been revised in an acceptable way

based on the Peer Review. Final design documents shall make clear the separate and distinct professional responsibility of Design Engineer and the new design professional.

9.05 *Waiver of Claims Against Peer Reviewers*

- A. Design Engineer hereby waives any and all claims against Peer Reviewers based on the Peer Reviewers' good-faith performance of services under this Agreement, including but not limited to claims based on Peer Reviewers' analysis, findings, recommendations, or Report concerning Design Engineer's design.

9.06 *Mutual Waiver of Consequential Damages*

- A. To the fullest extent permitted by law, Owner, Engineer, and Peer Reviewers waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

9.07 *Indemnification*

- A. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Peer Reviewers as set forth below:
 - 1. The indemnity and hold harmless applies to the officers, directors, members, partners, employees, agents, and consultants of Peer Reviewers.
 - 2. The indemnity shall reimburse covered third-party claims, damages, losses, and expenses.
 - 3. Covered claims, damages, losses, and expenses are any and all such items, including defense expenses and reasonable attorney's fees, arising or alleged to have arisen out of or resulting from a Peer Reviewer's professional services in connection with the Peer Review.
- B. The indemnification obligation does not apply to the sole negligence or willful misconduct of a Peer Reviewer.
- C. The indemnification right of Paragraph 9.07 is:
 - 1. In recognition of:
 - a. the limited services performed by Peer Reviewers.
 - b. the fact that much of the data on which Peer Reviewers base their services and opinions are provided only by Owner and Design Engineer.
 - 2. Partial inducement to Peer Reviewers to engage in limited services for limited compensation.

9.08 *Electronic Data*

- A. Any data transferred to and from the parties in electronic form shall also be transmitted in “hard copy” format. Unless the transmitting party represents to the contrary, the hard copies shall govern and the electronic form shall be regarded as a secondary transmission for the convenience of the receiving party. The transmitting party makes no representations as to the accuracy, long term compatibility, usability, or readability of documents resulting from software application packages, operating systems, computer hardware, or magnetic media associated with the electronic data.

9.09 *Controlling Law*

- A. This Agreement shall be governed by the laws of the state specified in the Design Agreement, or if none is so designated, by the state in which the Project is located.

9.10 *Successors and Assigns*

- A. Each party to this Agreement is hereby bound, and the successors, executors, administrators, and legal representatives of each and, to the extent of Paragraph 9.10.B, the assigns of each are hereby bound to the other parties to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of each party, in respect to all covenants, agreements, and obligations of this Agreement.
- B. No party shall assign, sublet, or transfer any rights under or interest in this Agreement (including without limitation money that is due or that may become due) without the written consent of the other parties, except to the extent that any assignment, subletting, or transfer is mandated by law, or to the extent the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing under this Agreement shall create or be construed to give any rights or benefits in this Agreement to anyone other than the parties herein named, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the parties and not for the benefit of any other party. No third party shall have the right to use in any manner or to rely on Peer Reviewers’ opinions rendered in connection with the Basic Services or Additional Services without Peer Reviewers’ written consent and the third party’s agreement to be bound to the same conditions and limitations as Owner and Design Engineer.

9.11 *Confidentiality*

- A. Except to the extent required by laws and regulations, all proceedings and recommendations of this Peer Review shall be kept confidential unless all parties grant express written permission for specific disclosures.

- B. Peer Reviewers may list the Peer Review on summaries of their experience or otherwise acknowledge its occurrence and their participation but, except as set forth in Paragraph 9.10.A, shall not reveal particulars of the Peer Review.

9.12 *Dispute Resolution*

- A. All claims, counterclaims, disputes, and other matters in question between Design Engineer, Peer Reviewers, or Owner arising out of this Agreement or the breach thereof (“Disputes”) which cannot be settled through good faith negotiations shall be submitted to mediation as a prerequisite to the initiation of any other dispute resolution process. The mediator and procedures shall be as mutually agreed upon or, if the parties fail to agree, the mediation shall be administered under the rules of a national dispute resolution organization. Administrative and mediator fees and expenses will be paid by the parties in equal shares. Nothing in this paragraph shall modify, alter or otherwise affect dispute resolution rights and procedures in any other agreement.

9.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by certified mail postage prepaid, or by a commercial courier service, or by facsimile. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner, Design Engineer, and Peer Reviewers, all of which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Headings:* The headings used in this Agreement are for general reference only and do not have special significance.
- F. *Amendments:* Amendments for Additional Services under Article 3 shall be documented prior to performance of services using the form of Exhibit F, “Amendment for Additional Services of Design Engineer and Peer Reviewers,” and when fully executed shall be a part of the Agreement.

ARTICLE 10 – DEFINITIONS

10.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits) and printed with initial or all capital letters, the terms listed below, in addition to those terms defined when first used, have the meanings indicated, which are applicable to both the singular and plural thereof:
1. *Additional Services* – The services to be performed by Peer Reviewers or Design Engineer which are not included in Basic Services for Owner, such as those listed in Article 3. Additional Services are to be included in the Agreement by amendment pursuant to Paragraph 9.13.F of this Agreement.
 2. *Agreement* – This “Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design,” including those Exhibits listed in Article 11.
 3. *Basic Services* – The services to be performed by Peer Reviewers and Design Engineer as set forth in Articles 2, 5, and 6 and Exhibit A of this Agreement.
 4. *Commissioning Authority* – The governmental agency, financial institution, or other public or private entity that mandates and, through standing regulations or specific instructions, directs that a Peer Review be conducted. If no other entity is designated as Commissioning Authority in this Agreement, the Owner shall be deemed the Commissioning Authority. Except when the Owner is the Commissioning Authority, the Commissioning Authority is not a party to this Agreement.
 5. *Design Agreement* – The agreement between Owner and Design Engineer for the design being Peer Reviewed.
 6. *Design Engineer* – The entity responsible for the design being peer reviewed.
 7. *Designer of Record* – The design professional responsible for the design being peer reviewed.
 8. *Independent Peer Review of Design* – See Peer Review.
 9. *Individual Peer Reviewer* – The individual designated to carry out Peer Reviewer’s professional duties under this Agreement in those cases in which the Peer Reviewer is an entity.
 10. *Owner* – The entity that initiates and controls the Project.
 11. *Peer Review (or Independent Peer Review of Design)* – An independent and objective technical review of the design of the Project or a part thereof, conducted at specified stages of design completion by one or more qualified professionals, for the purpose of enhancing the quality of the design in accordance with this Agreement.

12. *Peer Reviewer* – An individual or entity contractually responsible for conducting a Peer Review in accordance with this Agreement.
13. *Project – Project* – The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, and construction.
14. *Report* – The written final findings and recommendations prepared by Peer Reviewers.
15. *Review Documents* – The documents prepared by Design Engineer that Design Engineer assembles and furnishes to the Peer Reviewers as the subject of a Peer Review.
16. *Team Leader* – The Peer Reviewer selected at the commencement of the Peer Review process, by a vote of all Peer Reviewers, to serve as chair of the Peer Reviewers.

ARTICLE 11 – EXHIBITS

11.01 *Exhibits*

A. The following Exhibits are attached and made a part of this Agreement:

1. Exhibit A, “Description of Basic Services of Design Engineer and Peer Reviewers in Connection with Peer Review of Design.”
2. Exhibit B, “Authorization of Technical Support Personnel to Assist Peer Reviewers.”
3. Exhibit C, “Compensation of Design Engineer and Peer Reviewers.”
4. Exhibit D, “Disclosure and Acceptance of Potentially Conflicting Relationships of Design Engineer and Peer Reviewers.”
5. Exhibit E, “Insurance.”

B. The following Exhibit amends this Agreement if and when completed and executed to authorize Additional Services:

1. Exhibit F, “Amendment for Additional Services of Design Engineer and Peer Reviewers.”

11.02 *Total Agreement*

A. This Agreement together with the Exhibits identified in Paragraph 11.01.A, constitutes the entire Agreement between Owner, Design Engineer, and Peer Reviewers as to the Peer Review and supersedes all prior written or oral understandings regarding the Peer Review. This Agreement does not supersede the Design Agreement, but rather is intended to be consistent with and supplementary to the Design Agreement. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or terminated by a duly executed written instrument.

11.03 Peer Reviewers' Certifications

A. Each Peer Reviewer hereby certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 11.03:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

This Agreement is effective on _____, _____.

OWNER

DESIGN ENGINEER

Signature/Name

Signature/Name

Title

Title

Owner's Name

Name of Firm

Owner's Designated Representative:

Design Engineer's Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

PEER REVIEWER

Signature/Name

Title

Name of Firm

Peer Reviewer's Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

PEER REVIEWER

Signature/Name

Title

Name of Firm

Peer Reviewer's Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

PEER REVIEWER

Signature/Name

Title

Name of Firm

Peer Reviewer's Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

This is **EXHIBIT A**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Description of Basic Services of Design Engineer and Peer Reviewers in Connection with Peer Review of Design

The descriptions of Basic Services of Design Engineer and Peer Reviewers in Articles 2, 5, and 6 are supplemented as set forth below. The time periods for the performance of certain services of the Agreement are as set forth below.

A2.01 Purpose of the Peer Review

A. The purpose of the Peer Review is: _____

A2.02 Basic Services of Design Engineer

- A. Provide office space, amenities, and support services for Peer Reviewers at Design Engineer's offices at
- B. Provide Review Documents to Peer Reviewers by phase of services in advance of their meeting at Design Engineer's office as stated in Attachment 1.
- C. Other services and responsibilities of Design Engineer are: _____

A2.03 Basic Services of Peer Reviewers

A. Peer Reviewers shall conduct a Peer Review following the stages of design indicated below:

[Check the boxes to specify at which points Peer Reviews will occur under this engagement.]

- Peer Review of Study and Report
- Peer Review of Preliminary Design
- Peer Review of Final Design

A2.04 Peer Review Schedule

A. The Peer Reviewers shall review the Review Documents as prepared and made ready for Peer Review by Design Engineer at the ends of the phases of the Project indicated immediately above, with end-of-phase Peer Reviews anticipated to begin on the dates indicated in Attachment 1.

A2.05 *Anticipated Duration of Peer Reviews*

- A. Peer Reviewers shall begin each Peer Review not later than 14 days after receiving the Review Documents for that phase from Design Engineer, provided however, that the Team Leader may, upon examination of the Review Documents, promptly notify the Design Engineer and Owner in writing of the Team Leader's determination that the Review Documents provided are not sufficient or ready for review.
- B. The anticipated duration of the Peer Reviews at each phase, from receipt of the Review Documents to completion of the Report, and including the above 14-day period, are indicated in Attachment 1.
- C. Other services and responsibilities of Peer Reviewers in addition to those set forth in the Agreement are specifically: _____

A2.06 *Procedures after Reports:*

- A. Unless stated otherwise herein, Peer Reviewers are not required to review documents after Design Engineer revises documents as a result of a Report.
- B. Anticipated response by Design Engineer to each recommendation by Peer Reviewers includes:
 - 1. acceptance of recommendation without qualifications or conditions; or
 - 2. acceptance of recommendation on condition that Owner modifies design program to accommodate changes in scope, cost, timing, appearance, operations, or capability for future modification; or
 - 3. proposal of alternative solutions to satisfy Peer Reviewers' and Design Engineer's concerns; or
 - 4. consultation with an additional expert advisor as to the recommendation in question; or
 - 5. final rejection of the recommendation.
- C. In the event of final rejection of the recommendation, which is to be avoided, if possible, by all parties by the development of alternative proposals, an expert on the technical matter at issue may be engaged by Owner to render added advice to Owner, all in accordance with Paragraph 9.04.E.

A2.07 *Amendment to Basic Services*

- A. Additional Services required by Owner or recommended by Peer Reviewers during the Peer Review may be so authorized using the form of Exhibit F.

Peer Review to be Conducted at End of Indicated Design Phase:	Design Engineer to Provide Review Documents to Peer Reviewers on or Before: (Anticipated Dates)	Peer Reviewers Complete Peer Review and Submit Report
Study and Report Phase		
Preliminary Design Phase		
Final Design Phase		

This is **EXHIBIT B**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Authorization of Technical Support Personnel to Assist Peer Reviewers

The Agreement is amended and supplemented as set forth below:

B1.01

A. In addition to the named Peer Reviewers (including Individual Peer Reviewers in the case of a Peer Reviewer that is a business entity) the following persons (or classifications of personnel) are hereby authorized to participate in the Peer Review to assist in testing, analytical, graphical, and other technical tasks under the direction of the indicated Peer Reviewer.

1. For Peer Reviewer _____:
2. For Peer Reviewer _____:
3. For Peer Reviewer _____:

B1.02

A. No other persons shall be called upon to participate in the Peer Review by Peer Reviewers nor shall any other person be compensated for participation in the Peer Review.

B1.03

A. Compensation for services and authorized Reimbursable Expenses of persons named herein shall be as set forth elsewhere in this Agreement. In addition, the following special provisions shall apply:

This is **EXHIBIT C**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Compensation of Design Engineer and Peer Reviewers

[It is anticipated that Exhibit C will be created from this format, either using a single Exhibit form for Design Engineer and all Peer Reviewers, or creating a separate Exhibit form (e.g., C1, C2, C3) for Design Engineer and each Peer Reviewer. In the latter case the plural "Peer Reviewers" should be changed to the singular where appropriate.]

Article 8 of the Agreement is amended and supplemented as indicated below.

C8.01 Method of Compensation of Design Engineer

- A. For Basic and Additional Services of the Peer Review as described in the Agreement, including Exhibit A, Owner will pay Design Engineer pursuant to any express provision in the Design Agreement governing peer review-related services (such as Paragraph A2.01.A.11 of EJCDC E-500); or if not addressed in the Design Agreement, then an amount computed by multiplying Design Engineer's Standard Hourly Rates (Attachment 1) times the hours expended on the Peer Review by Design Engineer's employees, plus Reimbursable Expenses as set forth in Paragraph C8.03 times a factor of _____.
- B. All provisions of Paragraph C8.04.B are applicable to this Paragraph C8.01.

C8.02 Method of Compensation of Peer Reviewers

- A. *Standard Hourly Rates:* For Basic and Additional Services as described in the Agreement, including Exhibits A and B, and amendments, if any, Owner will pay Peer Reviewers an amount (1) computed by multiplying Peer Reviewer's Standard Hourly Rates (Attachment 2) times the hours expended on the Peer Review by Peer Reviewer's authorized employees, plus (2) Reimbursable Expenses as set forth in Paragraph C8.03 times a factor of _____.
- B. All provisions of Paragraph C8.04 are applicable to this Paragraph C8.02.

C8.03 Reimbursable Expenses

- A. In addition to the compensation provided for in Paragraphs C8.01 or C8.02, Owner shall pay Design Engineer and Peer Reviewers the actual cost of Reimbursable Expenses incurred by Design Engineer and Peer Reviewers. Reimbursable Expenses shall mean the actual expenses incurred by Design Engineer and Peer Reviewers, directly or indirectly, in connection with the Peer Review, including but not limited to expenses for transportation (and lodging and subsistence incidental thereto), toll telephone calls and electronic transmittals of data and documents, reproduction of documents, expenses incurred for computer time and other highly

specialized equipment (including appropriate and normal charges for program acquisition and maintenance), and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

C8.04 *General Provisions Concerning Compensation*

- A. The estimated total compensation to Peer Reviewer under Paragraph C8.01 is \$_____.
- B. The following provisions apply both to Paragraphs C8.01 and C8.02 above. See also Article 8 of the Agreement for other provisions related to compensation of Design Engineer and Peer Reviewers.
 - 1. If it becomes apparent to Design Engineer or Peer Reviewers at any time before Basic Services to be rendered under this Agreement are approximately eighty percent complete that the estimated total compensation to be paid to Design Engineer or Peer Reviewers will be inadequate for the Basic Services required because of the extent of Peer Review found necessary or the complexity of the issues that must be resolved, Design Engineer or Peer Reviewers shall give Owner written notice thereof. Promptly thereafter, all parties shall review the matter of compensation and scope of services. Either Owner shall agree to such compensation exceeding said estimated amounts or all parties shall agree to a reduction in the remaining services to be rendered by Design Engineer and Peer Reviewers under this Agreement so that total compensation for Basic Services shall not exceed said estimated amounts when such services are completed.

This is **Attachment 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Standard Hourly Rates Schedule – Design Engineer

Standard hourly rates are subject to review and adjustment once each calendar year. Hourly rates for services on the effective date of the Agreement are:

The following Standard Hourly Rates apply and are subject to annual review and adjustment.

Billing Class VIII	\$_____/hour
Billing Class VII	\$_____/hour
Billing Class VI	\$_____/hour
Billing Class V	\$_____/hour
Billing Class IV	\$_____/hour
Billing Class III	\$_____/hour
Billing Class II	\$_____/hour
Billing Class I	\$_____/hour

This is **Attachment 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Independent Project Peer Review** dated _____, _____.

Standard Hourly Rates Schedule – Peer Reviewer

Standard hourly rates areas follows:

Principal Reviewer _____/hour

Associate Reviewer _____/hour

Support Staff _____/hour

[Note: Use a separate Attachment 2 for each Peer Reviewer]

This is **EXHIBIT D**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Disclosure and Acceptance of Potentially Conflicting Relationships of Design Engineer and Peer Reviewers

D1.01 Peer Reviewers represent that they know of no circumstances or relationships that would cause a potential conflict of interest with respect to Design Engineer, Owner, the Commissioning Authority, other Peer Reviewers, or the Project except and to the extent hereby disclosed:

[Enter here any such circumstances or relationships, tabulated by Peer Reviewer, by other entities, or by circumstances.]

D1.02 Design Engineer represents for itself and its consultants that it knows of no circumstances or relationships that would cause a potential conflict of interest with respect to Peer Reviewers, Owner, the Commissioning Authority, or the Project except and to the extent hereby disclosed:

[Enter here any such circumstances or relationships]

D1.03 Peer Reviewers, Design Engineer, and Owner hereby acknowledge the disclosures set forth above and, based on those representations, accept the stated circumstances and relationships as not creating a material conflict of interest.

D1.04 Peer Reviewers and Design Engineer hereby agree to amend this Exhibit if new material facts become known as to the circumstances or relationships disclosed above or if new circumstances or relationships become known. In the event of such amended representations and disclosures, Peer

Reviewer, Design Engineer, and Owner shall consider such amended information and, if acceptable as not creating a material conflict of interest, shall so indicate by executing an amendment to this Exhibit.

This is **EXHIBIT E**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Professional Services for Peer Review of Design** dated _____, _____.

Insurance

Paragraph 9.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

E9.03 Insurance

A. The limits of liability for the insurance required by Paragraph 9.03 of the Agreement are as follows:

1. Design Engineer shall maintain the same insurance at the same limits as required in the Design Agreement. Owner shall furnish a copy of the Design Agreement's insurance requirements to any Peer Reviewer upon request. 2. By each Peer Reviewer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Each Accident: \$ _____
 - 2) Disease, Policy Limit: \$ _____
 - 3) Disease, Each Employee: \$ _____
- c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ _____
 - 2) General Aggregate: \$ _____
- d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability –
- f. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____

g. Professional Liability –

- 1) Each Claim Made \$ _____
- 2) Annual Aggregate \$ _____

h. Other (specify): \$ _____

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability –

- 1) Each Accident \$ _____
- 2) Disease, Policy Limit \$ _____
- 3) Disease, Each Employee \$ _____

c. General Liability –

- 1) General Aggregate: \$ _____
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____

d. Excess Umbrella Liability –

- 1) Each Occurrence: \$ _____
- 2) General Aggregate: \$ _____

e. Automobile Liability –

- 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ _____

f. Other (specify): \$ _____

This is **EXHIBIT F**, referred to in and part of the **Agreement between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design** dated _____, _____.

Amendment for Additional Services of Design Engineer and Peer Reviewers

The following Additional Services are hereby authorized.

F1.01 *Additional Services Authorized*

- A. Design Engineer is hereby authorized to perform the following services:

- B. Peer Reviewers are hereby authorized to perform the following services:

F1.02 *Time for Additional Services*

- A. The provisions of the Agreement relating to time are hereby modified as follows:

F1.03 *Compensation for Additional Services*

- A. The compensation for the Additional Services authorized hereby shall be as set forth elsewhere in the Agreement. In addition, the following special provisions apply:

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of

_____, _____.

OWNER

Signature/Name

Title

Owner's Name

DESIGN ENGINEER:

Signature/Name

Title

Name of Firm

[or]

PEER REVIEWER:

Signature/Name

Title

Name of Firm