



FOR IMMEDIATE RELEASE

**The Engineers Joint Contract Documents Committee
Releases 2014 edition of the
EJCDC® Agreement between Owner and Engineer for Professional Services,
Task Order Edition**

ALEXANDRIA, Va., August 14, 2014—The Engineers Joint Contract Documents Committee today released the new 2014 edition of EJCDC® E-505, Agreement between Owner and Engineer for Professional Services, Task Order Edition. EJCDC documents are the highest quality standard documents specifically written for infrastructure projects in the United States.

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services, Task Order Edition is intended for use when the project Owner and the Engineer have an ongoing relationship, spanning multiple engineering tasks or projects, for example, when a sewer district uses a specific engineering firm for all the district's wastewater projects. In such cases, EJCDC recommends using E-505 to establish their basic contractual relationship—in effect a “master services agreement”—and then use short task orders for each specific project or assignment. Use of E-505 can greatly streamline the services contracting process over time.

To assure consistency with EJCDC Construction Series (C Series) and other Engineering Series (E Series) documents, as well as considering industry and legal trends, the 2014 update of EJCDC® E-505 closely follows the content and form of EJCDC® E-500, Agreement between Engineer and Owner for Professional Services, 2014 edition, released early this year. Where appropriate, E-505 incorporates content and input received in the development of EJCDC® E-570, Agreement between Engineer and Consultant for Professional Services, 2014 edition, released this spring.

Substantial changes have been made to E-505 to:

- 1) clarify the Suggested Form of Task Order for the specific Task scope and schedule;
- 2) identify Basic and Additional Services in Exhibit A, Engineer's Services for Task Order, applicable to a particular Task; and,

- 3) provide instructions (Article 8 and each Exhibit) to the user regarding applicability of each of the Agreement's exhibits to the overall contract and to individual Task Orders.

With these revisions, we believe that the flexibility of E- 505 has been improved, making it easier to understand and adapt for virtually any narrow and discrete task as well as being suitable for broader, more comprehensive assignments.

Following is a brief listing of some of the more significant document changes. Several of the changes below are a direct reflection of significant changes to E-500.

Main Agreement:

- To achieve maximum uniformity of documents, E-505 uses definitions that conform with C Series definitions. An exception is where there is a need to avoid confusion between the Owner-Engineer Agreement (contract) and the Owner-Contractor Contract. The latter is specifically defined in E-505 as the "Construction Contract," and that theme is carried through in the E-505 terms Construction Contract Documents, Construction Contract Price, and Construction Contract Time.
- A few of the E-505 definitions, such as "Basic Services" and "Specific Project", vary from E-500 as needed to differentiate individual Task Orders under E-505 from the single project focus of E-500.
- Recognizing the difficulty in distinguishing the roles of the many on-site individuals and entities having some construction role, E-505 follows E-500 in using the term "Constructor" as a broad, catch-all term for all who participate on the construction site. The use of this term allows a clearer definition of the Engineer's and consultants' obligations relative to all Constructors. The C-700 relationship between the Engineer and Contractor is still described separately where appropriate.
- In addition to previous limitations on the Engineer's responsibility regarding legal, accounting, insurance and surety related services, both E-500 and E-505 have been revised to exclude services as a "municipal advisor" under the requirements of the Dodd-Frank Act and related SEC rules.
- Professional liability carriers will normally not provide a defense to Owner and other indemnitees. E-505 updates include an explicit clause that excludes any defense obligation unless such is expressly stated.

Task Order Form:

- The 2014 edition of E-505 Task Order Form provides the user with three approaches to defining the scope:
 - 1) a directly customized Exhibit A attached to the Task Order;
 - 2) a separately stated scope as set forth in a proposal or letter; or,

3) incorporation of Exhibit A or parts thereof by reference.

This approach gives the user ultimate flexibility in use of the Task Order Form. There are advantages and potential pitfalls to each approach, recognizing that the user must carefully identify the scope with sufficient detail. The third approach acknowledges that the Exhibits will be incorporated as part of the initial “master” contract and many users will want to simply adopt those applicable portions of Exhibit A rather than revising and attaching the exhibit again to the Task Order.

- The 2014 edition of E-505 Task Order Form adds a Task Order Schedule table that includes delivery dates and deliverable quantities. This improvement introduces a more cohesive and easily managed schedule in a single table format.

Exhibits:

- Exhibit A confirms the expectation for each Phase of work that the Engineer will visit the project site, unless a visit is not applicable to the assignment.
- Recognizing changing and emerging design and construction technologies, Exhibit A includes language allowing the Owner and Engineer to agree to consider BIM, geotechnical base-lining, innovative design and contracting, sustainability and other techniques in the project development. ASCE 38 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” is required to be used as a resource.
- Exhibit A clarifies the process to be used in developing the Construction Contract Documents if the Owner does not use EJCDC C-700 and how changes in Engineer’s obligations during the construction process from those identified previously would be addressed.
- The C-Series concept of Change Proposal has been added to E-505 Exhibit A, as has been discussion of “non-reviewable matters.”
- Revisions to the 2014 edition of E-505 in Exhibit A. separately address Engineer’s obligation relative to defective work (pursuant to C-700) and to non-compatibility of Work with the design as do changes to Exhibit D.
- The E-500 form for Notice of Acceptability of Work is included as Exhibit E. Exhibit E has been updated with particular attention to meeting the needs of C-700 without making the Engineer unreasonably responsible for Contractor’s contractual obligations. The form has been rearranged to make the conditions of the notice integral to the signed form.
- Following a practice adopted for E-570, “Reimbursable Expenses” has been removed as a defined term in the Main Agreement of E-505 and this subject is addressed separately in Exhibit C, recognizing that such expenses may be handled differently depending upon the form of compensation.

EJCDC® E-505 is drafted with the intent that it can be used without major editing, or be readily customized while still preserving the primary elements of the document.

The 2014 edition of EJCDC® E-505 will remain in the legacy format and delivery system. Formatted in easy-to-use Microsoft Word, there is no software to install or learn, saving users precious time and money. The documents are downloaded at the time of purchase and saved directly to the user's computer. They can be customized easily to suit each project's unique goals and regulatory requirements.

The Engineers Joint Contract Documents Committee (EJCDC®) is a joint venture of major organizations of professional engineers and contractors:

- the American Society of Civil Engineers (ASCE);
- the National Society of Professional Engineers (NSPE);
- and the American Council of Engineering Companies (ACEC).

Since 1975, EJCDC has developed and updated fair and objective standard documents that represent the latest and best thinking in contractual relations between all parties involved in engineering design and construction projects.

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