



FOR IMMEDIATE RELEASE

**The Engineers Joint Contract Documents Committee  
Releases 2015 edition of the *EJCDC® E-520, Short Form of Agreement Between  
Owner and Engineer for Professional Services***

ALEXANDRIA, Va., January 7, 2015—The Engineers Joint Contract Documents Committee today released the *EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services, 2015 edition*.

EJCDC® E-520, the Short Form of the standard professional services agreement between Owner and Engineer, is intended primarily for use for professional services of limited scope and complexity. It is less comprehensive than most of EJCDC's other professional services agreements. EJCDC developed E-520 to address the demand for a more compact version of the Owner-Engineer Agreement.

E-520 contains the core contractual elements, including provisions for time for completion of services, compensation, termination, standard of care, safety responsibility, and ownership of design documents—as well as a standard limitation of liability provision. The document provides a blank for scope of services rather than a detailed menu of standard services items, such as that found in Exhibit A, Engineer's Services, in *EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services*. The Short Form provides many of the same compensation options that are included in EJCDC's comprehensive standard professional services agreements. Insurance and indemnification are among the topics that are not addressed in the Short Form.

Following is a brief summary of updates to the 2015 edition of E-520:

- E-520 follows the format of the 2009 version. Some minor relocation and consolidation of clauses and minor changes to semantics were made to clarify and improve document readability, and to conform to language or style developed for other series documents.
- The Note to User on the on the copyright page of the document has been modified relative to the recommended use of EJCDC E-500 where more complex terms and scope than those provided in E-520 are needed. The note

also directs the user to the EJCDC 2013 Construction series for engineering services involving construction.

- Knowing that E-520 is used on assignments that include the development of opinions of probable construction cost, a more complete description of responsibilities relative to these opinions has been included, similar to that used in E-500.
- Consistent with other 2014 Engineering documents, the term “Constructor” is used for those who participate in the physical construction at a site and a definition is provided. In keeping with the intentional brevity of the agreement and recognizing that the form may be used in conjunction with non-EJCDC documents, use of other EJCDC series-specific terminology has been minimized and additional C-Series definitions have not been separately included.
- EJCDC has recognized the use of electronic media or digitally formatted information.
- The impact of Constituents of Concern (a separately defined term for environmental toxins and hazardous substances) has been clarified including the process for suspension or termination in the event unknown Constituents of Concern are encountered.
- In addition to defining limitations on the Engineer’s responsibility regarding legal, accounting, insurance and surety related services, E-520 has been revised to exclude services as a “municipal advisor” under the requirements of the Dodd-Frank Act and related SEC rules.
- Recognizing the relative risks associated with the types of projects for which E-520 may be used, 2009 and prior versions included a limitation of liability clause limiting the total liability of the Engineer to the Owner to the greater of \$50,000 or total amount of compensation received by Engineer. The amount has been increased to greater of \$100,000 or total amount of compensation received by Engineer for the 2015 edition. Owner and Engineer are, of course, free to negotiate whatever limitation of liability clause they desire commensurate with the nature of the project.

The 2015 edition of EJCDC® E-520 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.

Buy EJCDC documents online at [www.ejcdc.org](http://www.ejcdc.org).

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