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**The Engineers Joint Contract Documents Committee  
Releases 2013 editions of the  
EJCDC® Construction Series (C-Series) documents**

ALEXANDRIA, Va., March 25, 2013—The Engineers Joint Contract Documents Committee today released the new 2013 editions of the EJCDC® Construction Series (C-series) documents.

The 24 documents in the new edition of EJCDC's C-series are specifically written for use on public and private engineered-facility projects. They are the first choice for infrastructure and public works construction in the United States. The C-series focus is on projects in which the owner retains an engineering firm to prepare drawings and specifications, then, separately engages a construction contractor to perform the work. Released in MSWord format, EJCDC documents are easily modified to conform to the unique goals and regulatory requirements of each project.

The 2013 editions of EJCDC's C-series are similar in scope to prior editions. The 2013 Construction series includes:

- Core contract documents such as the Standard General Conditions, the Owner-Contractor agreement form, and Supplementary Conditions;
- Forms for gathering information needed to draft bidding and contract documents;
- Instructions to bidders and a standard bid form;
- Bonds (bid, performance, and payment);
- Administrative forms, such as change order forms and the certificate of substantial completion.

New content from the 2013 edition of the EJCDC Construction series will be used as the basis for upcoming revisions to the EJCDC design-build and engineering services documents. Below is an overview of substantive changes to the 2013 C-series documents.

### **EJCDC is adding three new standard documents to the C-series:**

- C-111, Advertisement for Bids. This documents gives owners a platform for informing potential bidders about the project and inviting them to obtain the bidding documents for review.
- C-451, Qualifications Statement. This document is for use in obtaining information regarding experience and capabilities from contractors, whether in a prequalification or bidding phase context.
- C-523, Subcontract. This document is a standard subcontract that meshes with the EJCDC owner-contractor documents.

Most of the substantive changes to the C-series documents appear in the Standard General Conditions, EJCDC C-700; these changes are discussed below. The other C-series documents have been modified to coordinate with C-700. In addition, edits were made to the documents to clarify wording and improve organizational structure.

### **Changes to documents other than C-700 are as follows:**

- Instructions to Bidders, EJCDC C-200, and Bid Form, C-410: Added an option for requesting bids that incorporate time for completion as a variable, for projects where an early completion is valuable to the owner.
- Agreement forms, EJCDC C-520 and C-525: Added a Bonus Clause in the Liquidated Damages section, again for use on projects where early completion would be beneficial to the owner.

### **Changes to EJCDC Standard General Conditions, C-700 :**

1. As in previous editions, changes to the Work involving the design (Drawings, Specs) or other technical matters must be supported by the Engineer's recommendation. This will be accomplished through Engineer's signature on the Change Order form, as before.
2. Differing Site Conditions:
  - Clarified procedures for responding to a differing site condition, and the roles of owner, engineer, and contractor in a DSC situation.
  - Established a default definition of the contents of a project geotechnical report that bidders and the Contractor may rely

on: boring logs, laboratory test results, water level data, other factual data.

- Added (in the Supplementary Conditions, C-800) a comprehensive set of terms and conditions for using a Geotechnical Baseline Report (GBR) as the benchmark for whether actual subsurface conditions “differ” for purposes of the Differing Site Conditions clause. GBRs are interpretive documents that have been successfully used in major heavy civil projects such as tunnels and subways; EJCDC believes that there are many opportunities to use GBRs in more routine civil projects. In essence a GBR allows the project owner to set out baseline expectations for subsurface geotechnical conditions. Doing this should allow for more competitive prices from contractors, and simplify the administration of the Differing Site Condition clause. To our knowledge this is the first standard contract provision for GBRs. It was developed with input from experts, and after considerable research.
3. Hazardous materials at the site: Added a provision acknowledging that the contractor sometimes must use materials that are regulated or have hazardous properties (for example, petroleum products, or paint thinners). The new clause indicates that the contractor must control, contain, and ultimately remove such materials from the jobsite.
  4. New clause: “Upon request, Owner shall provide copy of the payment bond to any sub or supplier claiming to have furnished labor or materials.” This eliminates any disputes between owner and contractor as to whether the bond should have been disclosed, and is consistent with statutory requirements.
  5. Insurance: Obtained substantial input from contractors, risk managers, attorneys, and insurance professionals in updating and restating standard insurance requirements. Goals are full use of insurance as a risk management tool benefitting all parties, and insurance requirements that are commercially practical.
    - Added requirements for Contractor’s professional liability insurance and contractor’s pollution liability insurance—both widely available and important in typical 21<sup>st</sup> century infrastructure projects.
    - In response to insurance industry concerns, revised requirements for notification that a required policy is being cancelled, or is lapsing, reducing the advance notice time and reducing the number of parties that must be notified.
    - For Builder’s Risk insurance, provided more specificity regarding causes of loss that the policy must insure. Clarified procedures for

receipt and distribution of insurance proceeds in the event of a covered loss. Limited the scope of insured parties to those potentially having an insured interest in the work in progress (Owner, Contractor, subs). Changed the standard “default” requirement to be that Contractor obtain the Builder’s Risk insurance; however, owners who prefer to maintain control over procurement of this important insurance policy may use the optional Supplementary Condition that flips the purchase duty to Owner.

6. Reorganized shop drawing submittal and review procedures.
7. New direct statement: “If Owner requires the replacement of any subcontractor, supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor is entitled to an equitable adjustment in Contract Price and Contract Times.”
8. Revised provisions addressing case in which Owner has other work performed at the site by other contractors, or utilities. Owner is directly responsible to Contractor if such other work interferes with Contractor’s work.
9. Many situations on a construction project (as reflected in the provisions of the EJCDC General Conditions) entitle the Contractor to additional time for completion, or additional compensation. Formerly the Contractor’s only recourse to enforce its entitlements was to file a Claim—a formal and often adversarial step. In recognition that in many cases the entitlement is routine and not contentious, the initial request for additional time or compensation is now termed a “Change Proposal.” Change Proposals are submitted to the Engineer, and the resolution process is intended to be relatively informal and routine. Issues that are not resolved by this process to the satisfaction of Owner and Contractor, or any issue in dispute that is initiated by the Owner, are submitted to a revamped Claims process. Claims are now directly between Owner and Contractor, with no Engineer involvement. The contract provisions allow the two parties to retain a mediator to assist in resolving Claims.
10. It is common practice for project owners to withhold payments if there is a dispute about the quality of the work, a third-party claim arising from the Contractor’s activities, or for other reasons. The General Conditions have been revised to acknowledge and regulate such set-offs, for example by requiring Contractor’s right to payment of uncontested sums.
11. The General Conditions revisions clarify the standard procedures for determining whether substantial completion has been attained, and for transferring liabilities and responsibilities at substantial completion.

12. Engineer's role: The new documents remove the owner's engineering firm from involvement in project issues that do not involve the design or other technical matters within the engineer's area of expertise. Such issues (for example, a dispute about what insurance Contractor is required to carry) are now to be resolved directly by the owner and contractor. Similarly, Owner and Contractor may enter into contract changes that are non-technical (for example, a change to an insurance or indemnification provision) without Engineer's input, recommendation, or signature.

The 2013 C-Series documents 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.

EJCDC documents are the highest quality standard documents specifically written for infrastructure projects in the United States.

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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