

# POLICY AND PROCEDURES MANUAL

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE



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## INTRODUCTION

The Engineers Joint Contract Documents Committee (EJCDC) is a joint venture of the National Society of Professional Engineers/Professional Engineers in Private Practice (NSPE/PEPP), the American Council of Engineering Companies (ACEC), the American Society of Civil Engineers (ASCE), and the Associated General Contractors of America (AGC).

EJCDC has existed since 1975 to produce and promote the use of quality administrative documents for constructed facilities involving professional engineering services. EJCDC represents a major portion of the professional groups engaged in the practice of providing engineering and construction services for the constructed project.

## MISSION

*“EJCDC is a coalition of stakeholders in the project delivery process who develop and endorse quality contract documents and encourage their use through education and promotion.”*

EJCDC is a joint committee that represents a major cross section of the professional design and construction community.

Its overall mission is to develop and maintain quality standard engineering contract documents, promote the use of the documents in the construction industry, and continually educate all users of the documents.

In support of the stated mission, EJCDC prepares and publishes:

- Standard forms of agreements for professional engineering services.

- Standard contract documents and related forms for construction projects.

- Guidelines, commentaries, and educational programs on the use of EJCDC documents and matters related to the roles and responsibilities of the owner, engineer, contractor and others involved in a project's design and construction.

In developing and updating its publications, EJCDC considers:

- Ideas and suggestions of its committee members, other engineers and practitioners, owners, contractors, attorneys, insurers, insurance experts and others familiar with customs of practice and developments in the applicable field.

- Recent legislation and court decisions.

- Advice of EJCDC Legal Counsel.

EJCDC's publications are intended to be objective and fair to all parties, to recognize and respect the separate interests, capabilities and roles of those parties, and to provide for a professionally and nationally recognized and acceptable level of engineering practice.

EJCDC educates members of the design profession, owners, the construction industry, attorneys and the interested public in the importance of understanding the proper roles and responsibilities of the contracting parties and the wording and coordination of engineering, bidding, and construction documents. EJCDC

coordinates its activities with other organizations and government agencies seeking to standardize the concepts and wording of professional society and industry documents when appropriate.

## **Planning Issues**

In addition to producing documents with tested and proven language, EJCDC has taken a more focused posture on the external environment of contract language and document needs. There is an increasing emphasis on the total project construction team, including the owner, design team, contractor, suppliers and users. There is also a recognition of key external considerations, including legislative and regulatory issues, liability exposures, a litigious business climate and increasingly stringent environmental and design standards.

## **Goals**

The following planning goals have been agreed upon by the Sponsoring Organizations:

### **1. Broaden stakeholder base.**

How will EJCDC continue to involve new stakeholders in the development and revision of contract documents? Increasing participation from a variety of perspectives and interests helps balance EJCDC documents. The documents will also appeal to a wider customer base and, with time, be considered a nationally accepted standard form, recognized by all those who are involved in the project delivery process.

### **2. Provide user friendly and responsive products.**

How can EJCDC improve its product to address important contracting issues and at the same time be easy to use? How can we make document use more friendly? Technology is providing exciting new tools to help us simplify contract preparation. This will create wider appeal.

### **3. Improve document development and revision process.**

How will EJCDC change the document revision process to make the best use of volunteer time, and allow changes that keep pace with changing business practices?

### **4. Attract, train, and retain qualified and motivated members.**

How will EJCDC maintain a quality compliment of members? The quality of EJCDC products is directly related to the depth, breadth, and commitment of its members. With increased demands on our members' (and potential members') time, EJCDC must create an attractive environment for members where they can provide value to EJCDC in an appropriate amount of volunteer time.

5. Develop a business plan and make substantial updates to the Policy and Procedures Manual.

How will EJCDC communicate implementation of the Strategic Plan and memorialize important policy decisions?

EJCDC will develop and implement action plans for each goal, which are included in the Strategic Goal Implementation Plan.

# EJCDC POLICY AND PROCEDURES MANUAL

## I. AUTHORITY

- A. These policies and procedures document decisions adopted by majority vote of members of the Engineers Joint Contract Documents Committee (EJCDC) for conducting the affairs of EJCDC.
- B. EJCDC has no authority to enter into contracts on its own accord. The Sponsoring Organizations will enter into contracts on behalf of EJCDC as outlined in Appendix E.
- C. A simple majority of duly appointed Delegates establishes a quorum. A quorum is necessary to conduct business at an EJCDC meeting.
- D. Meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

## II. ORGANIZATION

- A. Engineers Joint Contract Documents Committee (EJCDC)
  - 1. EJCDC Chair
    - a. The Chair shall rotate among the EJCDC Sponsoring Organizations in the following order: ACEC, ASCE, AGC, and NSPE.
    - b. The term shall be for one Administrative Year.
    - c. Primary responsibilities:
      - (1) Preside over EJCDC general meetings
      - (2) Prepare meeting agenda.
      - (3) Serve as Chair of P&B.
      - (4) Assign Subcommittee Chairs and Members.
  - 2. EJCDC Vice Chair
    - a. The Vice Chair shall be the member designated as Chair-elect by the Sponsoring Organization which is responsible for providing the EJCDC Chair for the next EJCDC Administrative Year.
    - b. The Vice Chair shall also have the following responsibilities:
      - (1) Assume Chair's responsibilities in the absence of the Chair.
      - (2) Serve as Chair of M&P.
      - (3) Serve as a member of P&B.

(4) Other duties as assigned by Chair.

3. EJCDC Treasurer

A staff person from a Sponsoring Organization shall be designated by P&B as EJCDC Treasurer and shall have the following primary responsibilities. NSPE General Counsel is currently designated as EJCDC Treasurer.

- a. Maintain EJCDC financial records.
- b. Collect monies due EJCDC and pay approved EJCDC expenditures.
- c. Assess proportional costs to Sponsoring Organizations in accordance with approved policy.
- d. Monitor annual budget and expenditures.
- e. Report annually to P&B on the production and sales of EJCDC documents.
- f. Prepare a report to be presented at each EJCDC general meeting showing status of EJCDC income and expenses with an end-of-year projection of costs versus income.

4. EJCDC Delegates

Delegates (Voting Members) are defined in Article IV.B

5. EJCDC Secretariat

Each Sponsoring Organization shall provide the administrative and staff support identified in Appendix E.

6. EJCDC Duties

Responsibility of EJCDC includes all duties not assigned to others and required to accomplish the mission and goals of the organization.

B. Operational Areas

The activities of EJCDC are divided into three operational areas. These areas are coordinated by three separate functional groups: Document Development and Production, Planning and Budget, and Marketing and Promotion.

1. Document Development and Production

a. Structure

- (1) Chair - EJCDC Chair
- (2) Vice Chair - EJCDC Chair-Elect
- (3) Delegates - Voting members of EJCDC
- (4) Ex-Officio Members (non-voting) - Sponsoring Organizations' staff representatives, EJCDC Legal Counsel, Observers and Liaisons.

- (5) Subcommittees are presently established for the following families of documents:
    - (a) Construction Related Documents (C series)
    - (b) Engineering Services Documents (E series)
    - (c) Procurement Related Documents (P series)
    - (d) Remediation Documents (R series)
    - (e) Design/Build Documents (D series)
    - (g) Narratives and Guides (N series)
  - (6) Other subcommittees may be established, as EJCDC deems appropriate.
- b. Objectives of Subcommittees
- (1) Prepare new documents.
  - (2) Review and update existing documents to reflect current trends in the industry and legal developments according to the established schedule.
  - (3) Assure documents approved by EJCDC are "published."
  - (4) Implement new projects approved by P&B.
  - (5) Provide advice and suggestions to P&B on seminars and prospective markets for EJCDC documents.

## 2. Planning and Budget (P&B)

### a. Structure

- (1) Chair - EJCDC Chair (non-voting, except in the case of a tie)
- (2) Vice Chair - EJCDC Vice Chair (non-voting)
- (3) Past Chair – EJCDC Immediate Past Chair (non-voting)
- (4) Members
  - (a) Officer Liaison of each Sponsoring Organization (voting).
  - (b) Delegation Chair of each Sponsoring Organization (voting).
  - (c) Ex-officio Members (non-voting) - Sponsoring Organizations' staff representatives and EJCDC Legal Counsel.
  - (d) Each Sponsoring Organization shall have two votes. (may be the same person)
  - (d) A (voting) member of P&B in attendance at a P&B meeting may vote the written proxy of a voting member from the same Sponsoring Organization not in attendance.

- (e) A quorum consists of five (5) voting members.
  - (f) Attendance at P&B meetings is limited to the individuals identified in Section II.B.2.a(1)to (3) & II.B.2(a)(4)(a)-(c) and individuals invited by the Chair.
  - (g) Maximum number of votes of any attendee is two.
- b. Objectives
- (1) Develop a five year budget and conduct annual updates.
  - (2) Prepare annual budget and present to EJCDC (see section V.A.).
  - (3) Establish annual guidelines for allocation of EJCDC Legal Counsel's time to each EJCDC activity.
  - (4) Make initial review of document Rationale Sheets submitted pursuant to Section VIII.A.I and make recommendations, as appropriate, to EJCDC for:
    - (a) new documents
    - (b) subcommittee member assignments
    - (c) procedures for committee operations
    - (d) marketing and promotion
  - (5) Other executive and administrative duties as assigned by the Chair.  
 Make recommendations to the full EJCDC Committee as deemed necessary by the Chair.

3. Marketing and Promotion (M&P)

- a. Structure
- (1) Chair - EJCDC Vice Chair
  - (2) Members – Staff representatives of Sponsoring Organizations.
  - (3) Ex-Officio Members (Non-voting) – Other invited staff members from EJCDC Sponsoring Organizations, as required.
- b. Objectives
- (1) EJCDC Seminars
    - (a) Aggressively pursue educating the construction industry on use of EJCDC documents.
    - (b) Increase the spectrum of construction industry professionals reached by EJCDC seminars.

- (c) Evaluate and continually improve the quality of EJCDC seminars.
- (2) EJCDC Documents
  - (a) Increase the sale and use of EJCDC documents.
  - (b) Ensure that the Sponsoring Organizations maintain a central document sale inventory system to track total sales and sales of EJCDC documents by each EJCDC member organization.
  - (c) Promote the image of professionalism by use of EJCDC documents.
  - (d) Prepare and coordinate press releases.
  - (e) Establish pricing of documents, including reseller agreements.
  - (f) Determine release date of documents.

### III. ADMINISTRATIVE POLICY

#### A. General

1. The official name of the committee shall be:  
"Engineers Joint Contract Documents Committee" (EJCDC).
2. The EJCDC Administrative and Fiscal Year shall be July 1 through the following June 30. Each fiscal year shall be known by the calendar year containing the end of the fiscal year.
3. NSPE is designated as the official repository of EJCDC documents and minutes.
4. EJCDC Sponsoring Organizations shall advise EJCDC in advance of their plans to publish their own standard contract documents. EJCDC will, in turn, attempt to provide constructive comments and recommendations as appropriate on the proposed documents.
5. All documentation to be considered by EJCDC at an EJCDC general meeting shall be forwarded to EJCDC members, or to the EJCDC Sponsoring Organization staff responsible for creating the agenda for distribution, at least 30 days before a meeting date. Respective staff representatives should remind their committee members and subcommittee chairs of this requirement at least 45 days before the meeting.

6. Documents shall be promoted and sold by Sponsoring Organizations. Other organizations are also encouraged to resell and distribute the documents as authorized by EJCDC.
7. EJCDC Sponsoring Organizations are encouraged to issue press releases and other announcements as new or revised EJCDC documents are published.
8. EJCDC letterhead paper should be used only for official EJCDC correspondence.
9. A copy of the EJCDC Treasurer's report of financial status shall be attached to minutes of EJCDC general meetings.
10. It is strongly recommended that each Sponsoring Organization have a member on each subcommittee.
11. Gratis copies of documents will be distributed to Delegates, staff, EJCDC Legal Counsel and Observers and Liaisons active on the subcommittees as published.

B. Legal Services

1. EJCDC Legal Counsel is a specifically named attorney under contract to provide services in support of EJCDC actions and document preparation, to assist EJCDC in attaining its desired goals within applicable legal constraints and in a consistent and coordinated manner.
2. EJCDC Legal Counsel selection procedure:
  - a. EJCDC Chair shall form a Search Committee composed of a member from each Sponsoring Organization.
  - b. EJCDC Chair shall act as or designate the Search Committee Chair.
  - c. The Search Committee shall evaluate attorneys for the position of EJCDC Legal Counsel and present recommendations to EJCDC.
  - d. Pursuant to EJCDC action, EJCDC Chair shall recommend the execution of a legal services contract that shall be signed by Sponsoring Organization delegated with that authority.
3. Anticipated minimum length of service is generally at least three years, with automatic extension of services provided that an annual performance evaluation by the EJCDC Chair and

Vice Chair is satisfactory. The evaluation shall be conducted each January and a written report of the evaluation shall be distributed to P&B and discussed at its winter meeting. Expected performance criteria shall include, but not be limited to:

- a. Completion of new and revised documents within 60 days of approval of the full committee and within budget,
- b. Satisfactory interaction with active subcommittees, including budgeting, scheduling, work sessions and completion of deliverables,
- c. Preparation for and participation in the full EJCDC meetings,
- d. Satisfactory interaction/liaison with other construction industry related organizations.

C. Drafts of Documents; Approval

1. Drafts of new or revised EJCDC documents are for internal discussion purposes only. They are not intended or recommended for incorporation in contract documents or reference in proposals.
2. Distribution of drafts shall be limited to the then-current active EJCDC roster unless otherwise authorized by the Chair or Vice-Chair.
3. Drafts of new or revised EJCDC documents shall not be utilized in contract documents or proposals without permission by the Chair and Vice-Chair.
4. All drafts shall contain:
  - a. An EJCDC copyright notice.
  - b. The policy of section C, 1 through 3, above on the first or second page.
  - c. The word "Draft" prominently displayed on each page.
5. Documents shall not be published until approved by EJCDC.

D. Copyright – Sponsoring Organizations

1. Joint Ownership – The copyright for EJCDC documents shall be owned jointly by the Sponsoring Organizations, subject to the terms of III.D.4. All matters governing copyright of EJCDC documents shall be addressed in accordance with the terms of

this Policy and Procedures Manual. There shall be no requirement for an accounting among Sponsoring Organizations, unless specifically required by the terms of this Policy and Procedures Manual.

2. Assignment – No Sponsoring Organization may assign or otherwise transfer its copyright, in whole or in part, to a third party without the prior written consent of all Sponsoring Organizations.
3. Copyright Administrator – NSPE shall act as the administrator of the copyright policies contained in this Policy and Procedures Manual and shall hold the copyright for EJCDC documents in trust and for the benefit of the EJCDC Sponsoring Organizations. As Copyright Administrator, NSPE shall have the authority and the discretion to grant copyright permissions and nonexclusive licenses to third parties to reproduce EJCDC documents in accordance with the terms of this Policy and Procedures Manual, or as otherwise directed by mutual agreement of the Sponsoring Organizations. All third-party requests for copyright permission to reproduce EJCDC documents shall be directed to and handled by the appropriate NSPE staff person.
4. Withdrawal – If a Sponsoring Organization withdraws from EJCDC, the withdrawing organization’s copyright shall cease upon the effective date of its withdrawal. Upon withdrawal, the withdrawing organization shall execute a written assignment of its copyright to the other Sponsoring Organizations of EJCDC, provided that the remaining Sponsoring Organizations shall negotiate in good faith a license with the withdrawing organization for use of the then current versions of EJCDC documents to accommodate third-party obligations, if any, of the withdrawing organization concerning such documents in place prior to the effective date of withdrawal.
5. Dissolution – In the event of dissolution of EJCDC, each Sponsoring Organization’s respective copyright interests in EJCDC documents shall be treated in the manner provided elsewhere in this Policy and Procedures Manual.

E. Copyright - Individuals

1. EJCDC publications authored, in whole or in part, by EJCDC Legal Counsel and funded, in whole or in part, by the EJCDC

budget shall be considered a work made for hire to the extent applicable; provided, that whether or not the work is a "work made for hire" EJCDC Legal Counsel shall assign all world-wide copyright and other literary or authorship rights to NSPE in trust and for the benefit of the EJCDC Sponsoring Organizations. EJCDC shall have final authority on content. This policy shall be reflected in the terms of the Legal Service Contract referenced in Section III.B.2.d.

2. Individuals who, without remuneration by EJCDC, author, prepare, modify, or contribute to, an EJCDC document or publication shall assign all world-wide copyright and other literary or authorship rights to NSPE. Each newly-appointed Delegate, as well as staff persons of Sponsoring Organizations active in EJCDC, observers and liaisons shall, on or prior to their participation in the first committee or subcommittee meeting (including telephone conferences) execute a written copyright assignment identical to that shown in Appendix C. Delegates, staff persons, observers, and liaisons shall execute a copyright assignment identical to that shown in Appendix C at the first EJCDC meeting of each calendar year.
3. If requested by the author and specifically approved by EJCDC, EJCDC publications, which embody a substantial contribution by the author, may bear the name of the author(s). EJCDC may employ appropriate qualifying language in referencing the author's name (such as "prepared in part by" or "originally prepared by {Name} and edited by EJCDC").

#### F. Copyright Permissions

1. EJCDC grants of copyright permission pursuant to III.D.3 shall be limited to current versions of its documents, except in instances where an organization or individual seeks permission to use or reproduce a prior version of a document (i) during a period of transition from one version to the next, as determined by EJCDC (e.g., twelve months), or (ii) for use in research, historical studies or other scholarly purposes, or (iii) in contemplation of litigation or resolution of a contract dispute.
2. All requests for non-current, archive versions of EJCDC documents must be made in writing on the requestor's letterhead and must indicate a purpose consistent with those enumerated in III.F.1. Grants of permission shall be in writing

and shall indicate that the non-current, archive document is being provided solely as an archive document and not for commercial purposes. The non-current, archive document accompanying the written grant of permission shall bear a stencil or watermark on each page indicating that it is an "archive document."

3. EJCDC permits Sponsoring Organizations to reproduce with appropriate acknowledgements all or substantial portions of EJCDC documents as reference materials in publications, whether in print or electronic form, that are published and offered for sale by those Sponsoring Organizations.
4. In consideration of participation in EJCDC document development and revision activities, EJCDC permits Delegates and active observers of EJCDC Sponsoring Organizations to reproduce with appropriate acknowledgements all or substantial portions of EJCDC publications for use in their technical and professional practices but not for resale or for educational purposes.

As a condition of this grant of permission, any representation by a Delegate or active observer, either express or implied, that such documents constitute an EJCDC document or is derivative of the EJCDC documents, shall adhere to the following standards:

- a. In the event that a Delegate or active observer produces a derivative document that deletes any word(s) from the text of the document published by EJCDC, such deletion(s) shall be indicated by including the deleted word(s) with strikeouts, e.g., ~~this text is stricken~~.
- b. In the event that a Delegate or active observer produces a version of a document that adds any word(s) to the text of the document published by EJCDC, such additions shall be indicated by adding the word(s) with underlining, e.g., this is an addition.
- c. Alternatively, if a Delegate or active observer produces a derivative document that modifies the text of the document published by EJCDC, the Delegate or active observer may elect not to show modifications if the following notice is prominently: "This document has been modified from its original form as an EJCDC document and the user did not highlight the

modifications. You are encouraged to read the document.”

- d. EJCDC reserves the right to withdraw its grant of permission at any time at its sole discretion.
  5. EJCDC may permit, upon written request, third parties, such as organizations which are not Sponsoring Organizations and non-member individuals, to reproduce with appropriate acknowledgements all or substantial portions of EJCDC documents. Such requests shall be directed to the Copyright Administrator as provided in section III.D and shall indicate, at a minimum, the organization or individual’s proposed use, duration of use, and purpose of use, including any pecuniary purpose, or other information as required by the Copyright Administrator.
  6. EJCDC shall include a written, nonexclusive license agreement, as shown in Appendix D, with each EJCDC document offered for sale.
  7. EJCDC publications bearing a first copyright date prior to July 1, 1993 bearing the name of the author with copyright held in the name of the author may not be reproduced by EJCDC Sponsoring Organizations, members of EJCDC Sponsoring Organizations or others without written permission of EJCDC and the author.
- G. Copyright Registrations  
EJCDC shall endeavor to register each published document with the U.S. Copyright Office, provided that the costs of such registrations are included in the annual EJCDC budget. The Copyright Administrator shall initiate and oversee registrations. Records of registrations received from the U.S. Copyright Office shall be retained for safekeeping by the Copyright Administrator.
- H. Awards and Recognition  
EJCDC shall provide Certificates of Appreciation in the form of a plaque to EJCDC Delegates and Officer Liaisons who have completed their service to EJCDC, and have actively participated in EJCDC meetings for at least one full administrative year. Service as EJCDC Chair shall be recognized with a plaque.

I. Distribution of Minutes

1. EJCDC General Meetings:
  - Sponsoring Organization Delegates and Observers
  - Sponsoring Organization Staff
  - Non-sponsoring Organization Liaisons
  - EJCDC Legal Counsel
2. Planning and Budget (P&B) Meetings:
  - EJCDC Legal Counsel
  - Members of P&B
3. Marketing and Promotion (M&P) Meetings:
  - Members of M&P
4. All minutes shall be distributed within 30 days following the meeting for which the minutes were prepared.

IV. PARTICIPANTS

A. Sponsoring Organizations

An EJCDC Sponsoring Organization is a not-for-profit technical, professional or trade organization that regularly participates in EJCDC meetings and shares the annual costs for the services of EJCDC Legal Counsel and other expenses related to the business of EJCDC.

The membership of EJCDC is comprised of representatives of the following Sponsoring Organizations:

- National Society of Professional Engineers (3/75)\*
- American Council of Engineering Companies (3/75)\*
- American Society of Civil Engineers (5/78)\*
- Associated General Contractors of America (10/03)\*

\* = Date when official participation started.

B. Delegates (Voting Members)

A Delegate is a duly appointed representative of a Sponsoring Organization with the authority to vote on the various matters of EJCDC. A delegate may also serve as an officer of EJCDC. The maximum number of Delegates for an EJCDC Sponsoring Organization shall be in direct proportion to the EJCDC sponsoring member organization's level of participation in sharing costs for legal services and other EJCDC related expenditures in a given fiscal year.

Each EJCDC Sponsoring Organization may designate any of its members as Delegates, from any of its fields of practice. One of the Delegates shall be a representative of the Board or governing body, i.e. Officer Liaison of the Sponsoring Organization. A Delegate in attendance at an EJCDC meeting may vote the written proxy of a Delegate from the same Sponsoring Organization not in attendance.

As of the date of this manual, NSPE, ACEC, ASCE, AGC had five Delegates each.

1. Term of Service

Term of service for EJCDC Delegates shall be a recommended minimum of four years, except where a Delegate is designated to complete someone's unfulfilled term. Terms of service of Delegates should be staggered for EJCDC continuity.

2. Orientation

New Delegates shall receive an orientation manual and training from the other Delegates of their Sponsoring Organization at the first attended EJCDC general meeting and shall participate in an EJCDC documents seminar at no cost, as soon as possible after initial appointment.

C. Officer Liaisons

An Officer Liaison is a duly appointed member of a Sponsoring Organization's leadership who observes and reports the activities of EJCDC to the Sponsoring Organization.

D. Delegation Chair

A Delegate who serves as a leader of their respective Sponsoring Organization delegation.

E. Observers

An Observer is a duly appointed representative of a Sponsoring Organization without the authority to vote or serve as an officer of EJCDC.

F. Liaisons

Liaisons are individuals representing other construction-related groups that are not Sponsoring Organizations, who are identified by such organizations to serve as Liaisons to EJCDC.

G. Non-voting Participants

Non-voting Participants may attend EJCDC general meetings and participate in discussions but may not make or vote upon motions. Additionally, Observers & Liaisons may be appointed to serve on EJCDC subcommittees. EJCDC Sponsoring Organizations are encouraged to recruit Observers as candidates for future replacements for their Delegates.

H. Consulting Members

EJCDC may appoint "consulting members" as needed in order to retain the services of individual members who were involved in important EJCDC subcommittee work and were replaced by new Delegates.

I. Staff

An employee of a Sponsoring Organization who helps administer the activities of EJCDC.

J. EJCDC Legal Counsel

The EJCDC Legal Counsel defined in III.B (non-voting).

V. FISCAL

A. Five Year and Annual Budget

1. Five Year Budget

The EJCDC Treasurer shall submit a five year budget for distribution of annual shared Sponsoring Organization costs for review and approval at the EJCDC general meeting in the Fall preceding the start of the next EJCDC fiscal year. The budget shall include as a minimum:

a. Recommended total annual costs to be shared by EJCDC Sponsoring Organizations and the apportionment of this amount among the Sponsoring Organizations.

(1) A breakdown of projected costs for each EJCDC family of documents.

(2) An allowance for a "Contingency" of not less than 8% of the recommended total annual cost.

b. The budget shall be developed on a "break-even" concept including the "Contingency" allowance.

2. Annual Budget Development

a. EJCDC funding is provided by the Sponsoring Organizations and administered by P&B. The EJCDC Annual Budget shall be approved by the full EJCDC

Committee at the June General Meeting. (Refer to II.B.2(b)). Funding for each fiscal year is based on estimated costs and fees submitted by EJCDC Legal Counsel after consultation with Subcommittee Chairs. The immediate forthcoming fiscal year annual budget shall not exceed the budgeted amount in the five year budget previously developed pursuant to V.A.1. except for unexpended carryover amounts available from prior fiscal years, all subject to approval by P&B.

- b. EJCDC Legal Counsel's consultation with Subcommittee Chairs shall address:
  - (1) Preliminary list of tasks required of EJCDC Legal Counsel.
  - (2) Schedule of subcommittee activities including time, number of meetings or conference telephone calls, and milestones for completion of each legal task.
  - (3) Budget cost of meeting facilities or communication charges as planned. The expenses of EJCDC members attending subcommittee meetings is not to be included in the subcommittee budget. (Refer to V.B.2).
- c. After consultation with all Subcommittee Chairs, EJCDC Legal Counsel shall provide the following to the EJCDC Chair (with a copy to the Subcommittee Chair) by May 15:
  - (1) Final list of legal tasks.
  - (2) Fee and cost budget and time schedule for each task.
  - (3) Cost budget for disbursements such as printing, postage, etc. for the upcoming fiscal year.
  - (4) Schedule of committee activities including time, number of meetings or conference telephone calls, and milestones for completion of each legal task.
  - (5) Budget cost of meeting facilities and food if required.

3. Subcommittee Budget Control

On budget approval by EJCDC, the EJCDC Treasurer and the Subcommittee Chair shall be responsible for monitoring the approved budget and schedule. The monitoring shall consist of the following:

- a. EJCDC Legal Counsel shall submit a statement for services to EJCDC Treasurer on the 15th of each month.

The statement shall reflect legal and other expenses for the prior month and include an itemized list of subcommittee legal tasks and related dollar amounts for which the payment is requested.

- b. EJCDC Treasurer shall review and approve (or make comments for resubmittal) EJCDC Legal Counsel's monthly invoice. Invoices shall be either approved or returned by the 30th of the month in which received.
- c. Subcommittee Chairs will monitor expenditures via the Treasurer's reports.
- d. EJCDC Legal Counsel shall be provided a copy of the approved budget and it shall be his/her responsibility to inform the Subcommittee Chair at the time each legal task approaches 80% complete:
  - (1) At the 80% point, EJCDC Legal Counsel will inform the Subcommittee Chair whether the task can be finished with the funds budgeted.
  - (2) If the remaining funds are not sufficient to complete the task, the Subcommittee Chair and EJCDC Legal Counsel shall determine the options available and the Chair shall direct EJCDC Legal Counsel on the resolution of the deficiency and on a revised completion schedule.
  - (3) If the agreed upon option is to provide funds above the previously-approved budgeted amount, the additional funding shall be submitted to P&B Chair for review and approval by EJCDC. No additional funds shall be expended without the approval of P&B.
- e. Should EJCDC Legal Counsel fail to inform the Subcommittee Chair at the 80% completion point and the task overruns the budget, no additional payment will be made over and above the approved budgeted amount for the completed tasks.
- f. Subcommittee Chairs shall also submit invoices to EJCDC Treasurer for out-of-pocket direct expenses incurred in connection with EJCDC subcommittee activities as appropriated and incorporated into the EJCDC-approved budget for the fiscal year in which the expenses were incurred. Out-of-pocket direct expenses include such activities as subcommittee teleconferencing, meeting room expenses, subcommittee printing and copying charges, extraordinary typing expenses, and related expenses directly attributable to the subcommittee as appropriate.

4. EJCDC Legal Counsel General Support Budget
  - a. EJCDC Legal Counsel shall submit a budget to EJCDC Chair and Vice-Chair by May 30 detailing the proposed financial expenditures for attending the full EJCDC meetings, including preparation and detail of miscellaneous expenditures contemplated, during the forthcoming fiscal year that are not included in subcommittee budgets. This budget shall be incorporated in the Annual Budget.
  - b. Invoices shall be submitted monthly to EJCDC Treasurer for budget monitoring and payment.

5. Contingency Use

The eight percent (8%) contingency portion of each Annual Budget shall be available for specific apportionment by P&B starting with the second general meeting of EJCDC (normally February, the 8th month of the fiscal year). Based on expenses incurred through January, up to one-half of the contingency may be apportioned to increase specific budgeted task budgets or to start new tasks prior to the next fiscal year. Any unexpended contingency funds, or un-used budgeted funds, at the end of the fiscal year shall be carried over to increase the next fiscal year budget, subject to approval by P&B.

- B. Cost Apportionment

EJCDC Sponsoring Organization costs for participation are apportioned as follows:

1. Approved Budget Expenditures: Equally from ACEC, AGC, ASCE, and NSPE.
2. Expenses for individuals participating in EJCDC general meetings or subcommittee meetings shall be reimbursed at the discretion of each attendee's respective organization.

- C. Reimbursement for non-EJCDC activities

The expenses of EJCDC Delegates or Observers when authorized by EJCDC Chair to attend non-EJCDC activities shall be shared by EJCDC Sponsoring Organizations under the apportionment formula in V.B.1 above. Reimbursement of expenses shall be determined at time of authorization.

- D. Sponsoring Organization Invoices

Sponsoring Organizations shall be invoiced for budgeted EJCDC services and expenses on the first business day of each quarter of the fiscal year for one fourth of their proportional share of the approved budget for that year.

- E. Interest Bearing Account  
EJCDC Treasurer shall establish and maintain an interest bearing account for EJCDC.
- F. Accounting Method  
EJCDC shall follow a cash basis accounting method.

## **VI. MEETINGS**

- A. Scheduling of EJCDC General Meetings  
In order to minimize Sponsoring Organizations' expenses, P&B and Subcommittees should meet in conjunction with EJCDC general meetings. Meeting schedules shall be planned to take maximum advantage of low-cost airfares and lodging costs.
- B. Frequency of EJCDC General Meetings  
There shall be three EJCDC general meetings each administrative year. Standard meeting months are October, February and June. Other meetings may be called by the EJCDC Chair.
- C. Location of EJCDC General Meetings  
Location of EJCDC general meetings shall be selected by P&B preferably in major airport hub cities.
- D. Scheduling of M&P Meetings  
M&P meets at the discretion of the M&P Chair.

## **VII. LIAISON**

- A. General Policy  
It shall be a general policy to increase liaison activity. This effort shall include government agencies.
- B. Liaison Activities:
  - 1. Seek approval and/or endorsement of relevant EJCDC documents under development, signified by means of appropriate language and an organization's logo on the front of the document.

2. Promote attendance by an organization's Liaison at EJCDC meetings.
  3. Include organization's Liaison on EJCDC mailing list and listserve.
  4. Seek comments on EJCDC documents from an organization through its Liaison.
  5. Broaden the stakeholder base.
- C. Liaison and Observer Status  
Current liaison and observer status to EJCDC is indicated by the list of organizations in the roster and in the agenda.
- D. Regulatory and Legislative Clearinghouse  
NSPE General Counsel shall act as a clearinghouse on all regulatory and legislative issues regarding matters of interest to EJCDC.

## VIII. TECHNICAL PUBLICATIONS

- A. General Policy
1. New publications
    - a. All recommendations to EJCDC for development and publication of new EJCDC documents shall provide the information as outlined and in the order shown in Appendix A.
    - b. Document Rationale sheets shall be prepared by the individual, committee, task force, or organization recommending the development and publication of the new document by EJCDC.
    - c. Where significant budget impact of new document development is anticipated, EJCDC Document Rationale Sheets shall be submitted to the Chair sufficiently in advance of the preparation of the five year budget, i.e., at the Fall EJCDC meeting 8 to 9 months prior to the July 1 beginning of the fiscal year in which work on the document is to be initiated.
    - d. Proposals for new documents shall be reviewed first by P&B. P&B shall forward the request to EJCDC with a recommended course of action. EJCDC, at a regularly scheduled general meeting, shall consider the recommendation and take appropriate action.

- e. A Sponsoring Organization shall not be required to pay more than its apportioned share as a condition to the publication of a document by EJCDC.
  - f. Where the publication of a new document is delayed or deferred because of budgetary constraints, a Sponsoring Organization may advance funds to expedite publication subject to repayment by EJCDC of the other Sponsoring Organizations' respective apportioned shares in the fiscal year(s) during which the expenses of developing and publishing such a document would otherwise have been incurred in accordance with the approved budget(s) for such fiscal year(s).
2. Numbering System  
The numbering system of EJCDC documents shall generally follow a MasterFormat numbering system established by CSI.
3. Referencing Format  
The terminology and style for referencing EJCDC documents is shown in Appendix B.
4. Standard Page Format  
The standard page format and address system for Construction-related documents (and other documents as appropriate) is shown in Appendix B.
5. EJCDC Document Reviews
- a. Subcommittee General Procedures:
    - (1) Gather and review comments, including input from EJCDC Legal Counsel, on issues and concerns regarding topics covered by the document under review.
    - (2) Present a list of the significant issues and concerns, if any, to EJCDC with recommendations for further Subcommittee and EJCDC Legal Counsel work on the document, including timetable and budget, if appropriate.
    - (3) Proceed on the basis of EJCDC approval and budget allocation.
    - (4) Prepare a progress report for each EJCDC general meeting detailing work completed by the subcommittee since the last report. Reports shall focus on issues addressed, solutions recommended, and significant changes of language to be recommended to the full EJCDC.

- b. Review Schedule:
    - (1) An EJCDC document shall be reviewed five (5) years after its last issue date. By majority vote of a quorum of Delegates present at a meeting, EJCDC shall:
      - (a) Schedule the document for review; or
      - (b) Defer review for one year (review of documents may be deferred on an annual basis for a maximum of five years); or
      - (c) Reissue without review for an additional period of five years.
  - c. Reissued Documents  
If a document is not reviewed or a review does not produce significant modification, the republished document shall retain the original publication date and include the following wording on the cover of the document: "Reissued, (Date) "
  - d. Withdrawal from publication  
EJCDC documents not reviewed ten (10) years after last issue date shall be withdrawn from publication.
6. Reference to "Fee"  
The term "fee" should not be used in EJCDC documents when referring to reimbursement for engineering or other professional services except when describing the method of compensation commonly referred to as "Cost-plus-fixed fee". Describe payment as "payment to Engineer" or "compensation for services."
7. Gender Neutral Text  
EJCDC documents shall be written in the neutral gender. Pronouns reflecting masculine or feminine gender shall not be used except when necessary as a reflexive pronoun.
8. Limited Liability Clauses  
Suggested limitation of liability clauses, along with appropriate guidelines, shall be incorporated in EJCDC Documents.
9. Alternative Dispute Resolution – Partnering  
EJCDC documents shall include a provision for Alternative Dispute Resolution (ADR) clauses and encourage Partnering concepts whenever appropriate.
10. Anti-corruption Provisions

Anti-corruption provisions shall be included in all new and revised contract documents. These provisions shall address bribery, corruption, and other fraudulent practices

B. EJCDC Publications

1. Endorsements

- a. EJCDC shall actively pursue endorsements by appropriate outside groups.
- b. When EJCDC authorizes the development of a new document or revision of an existing document, it should determine at that time whether or not endorsements are desired from entities that are not Sponsoring Organizations and whether or not such endorsements are a condition precedent to the publication of the EJCDC documents, and then proceed as follows:
  - (1) If endorsement is not a condition precedent, EJCDC shall establish a publication date and proceed with publication whether or not the endorsement has been received.
  - (2) If endorsement is a condition precedent, the EJCDC Chair and the appropriate Subcommittee shall expedite obtaining the endorsement and delay publication until the endorsement is received by EJCDC.
- c. Endorsement of an EJCDC publication by an entity other than an EJCDC Sponsoring Organization shall not be included or referenced in the published document unless EJCDC receives a letter of endorsement from the endorsing entity signed by an authorized representative.

2. Documents Authored by EJCDC Legal Counsel

- a. EJCDC Legal Counsel shall prepare a "summary of important changes" for EJCDC's review and publication when EJCDC releases revised editions of standard agreements and contract forms. The summary papers will bear EJCDC numbers.
- b. At EJCDC's request, EJCDC Legal Counsel or others may prepare other publications for release by EJCDC. These will be given EJCDC publication numbers and may carry appropriate logos and names of the endorsing organizations on the cover page. Examples of these documents are the narratives and guides. Copyrights

shall be held by NSPE as provided in III.D Attribution shall be as provided in III.E.

C. Seminars

1. Seminars shall be conducted periodically with authorization of M&P and P&B.

**IX. WITHDRAWAL AND DISSOLUTION**

A. Withdrawal

Any Sponsoring Organization wishing to withdraw from EJCDC shall provide twelve months written notice to the remaining Sponsoring Organizations and EJCDC.

B. Dissolution

In the event of dissolution of EJCDC, the Sponsoring Organizations shall share equitably in the assets and liabilities of EJCDC.

# APPENDIX A

## EJCDC DOCUMENT RATIONALE SHEET FOR NEW DOCUMENTS

**TO:** Chairperson  
EJCDC Planning and Budget Group

**FROM:** (Name and address of individual, committee, task force, or organization submitting the rationale sheet or assigned responsibility for authoring the rationale sheet)

**SUBJECT:** (Give proposed document's name and number)

**DATE:** (Date of submittal)

		<u>RATIONALE</u>
1.	<b>PURPOSE:</b>	(Give general goals and objectives, e.g., to prepare Design/Build documents to respond to numerous member needs and requests.)
2.	<b>POLICY IMPACT:</b>	(Explain any policy implications which this proposed document may have when and if published by EJCDC. If uncertain, have staff check existing policies to ascertain any conflicts.)
3.	<b>ANTICIPATED LIAISON:</b>	(Explain and list the outside organizations which will likely have input to the drafting process of this proposed document.)
4.	<b>ASSIGNMENT AND RESOURCES:</b>	(List subcommittee members, primary author and other EJCDC members or groups recommended to be involved in the drafting of the proposed document.)
5.	<b>TIME SCHEDULE:</b>	(Explain the proposed schedule. Include estimated schedule of subcommittee meetings and recommended locations.)
6.	<b>MARKETING ASSESSMENT:</b>	(Explain who will be the likely purchasers of the document and how (what delivery method or process) it will be used. Identify any similar standards that are currently on the market.)
7.	<b>MARKETING ANALYSIS:</b>	Sales: year 1 ___ copies; year 2 ___ copies; year 3 ___ copies; year 4 ___ copies; year 5 ___ copies.  Sale Price per copy     \$ _____ Total Estimated Revenue \$ _____

8.	<b>FINANCIAL:</b>	<p>Estimated Revenue (Year 1):</p> <p>Gross Sales: \$ _____</p> <p>Discount: \$( _____ )</p> <p>Net Sales: \$ _____</p> <p>Estimated Costs:</p> <p>Production: \$ _____</p> <p>Legal \$ _____</p> <p>Total Costs: \$ _____</p> <p>Net Profit* \$ _____</p> <p>*Minimum Net Profit &gt; or = 10% Net Sales</p>
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# APPENDIX B

## STANDARD PAGE FORMAT AND ALPHA-NUMERIC ADDRESS SYSTEM FOR CONSTRUCTION RELATED DOCUMENTS<sup>1</sup>

Font: Times New Roman 12 pt.  
Indents: 5 + 4 + 4 + 4 + 4 .... spaces.  
Text: Left and right justified.  
Margins: Left and right margins - 1.25 inches.  
Top and bottom – not less than 0.5 inches.

Assumed

Assumed

Margin →		← Margin
	<b>ARTICLE 10 – TITLE</b>	
		1 Clear Space
1 <sup>st</sup> Level	10.01 <i>Paragraph</i> <sup>2</sup>	
		1 Clear Space
2 <sup>nd</sup> Level	A. <i>Subparagraph</i> : May be a heading without text as shown in Paragraph 10.01.C, a heading followed by text on the same line, with heading and text separated by a colon, as shown in this Paragraph 10.01.A, or may be text without a heading as shown in Paragraph 10.01.B. In the case of the latter two, second line of text wraps to heading indent.	
		1 Clear Space
	B. This is an example of text without a heading.	
		1 Clear Space
	C. <i>Subparagraph</i> :	
		1 Clear Space
3 <sup>rd</sup> Level	1. <i>Subparagraph</i> : Same format as for 2 <sup>nd</sup> Level subparagraph except second line of text, when used, wraps to heading indent.	
		1 Clear Space
4 <sup>th</sup> Level	a. <i>Subparagraph</i> : Same format as for 2 <sup>nd</sup> Level subparagraph except second line of text, when used, wraps to heading indent.	
		1 Clear Space
5 <sup>th</sup> Level	1) <i>Subparagraph</i> : Same format as for 2 <sup>nd</sup> Level subparagraph except second line of text, when used, wraps to heading indent.	
		1 Clear Space
	10.02 <i>Paragraph</i> <sup>2</sup>	
		2 Clear Spaces
	<b>ARTICLE 11 – TITLE</b>	
		1 Clear Space
	11.01 <i>Paragraph</i> <sup>2</sup>	
		1 Clear Space

<sup>1</sup> And other documents as appropriate.

<sup>2</sup> Usually a heading without text, but may be text without a heading. It should not be a heading followed by text.  
Note that

paragraph and subparagraph headings (all Levels) are printed in italic type.

Repeat same formatting as indicated above for each subsequent Article.

## APPENDIX C

### ASSIGNMENT OF COPYRIGHT

In connection with my efforts as a volunteer Delegate, representative, liaison or observer to the Engineers Joint Contract Documents Committee (EJCDC), or as a staff member of a Sponsoring Organization, I may have occasion to perform tasks and activities which could be determined to constitute authorship under applicable copyright laws. It is my express intent never to exercise any intellectual property right in any EJCDC document or publication, whether in final or draft form. With regard to any intellectual property I provide to EJCDC, I hereby warrant that (1) I am the author of such work or that I have secured written consent for use of any portions of the work copyrighted by others and (2) to the best of my knowledge, the work does not violate or infringe the copyright or other personal property rights of others.

I hereby acknowledge that my participation in EJCDC activities provides me with substantial and valuable benefits, including access to current and revised contract documents and forms, discussion of existing and emerging legal principles and risk management concepts and trends, and the opportunity to preview contract document information prior to its dissemination to the design and construction industry.

Accordingly, for and in consideration of the foregoing, I hereby bargain, sell and irrevocably assign to the National Society of Professional Engineers (NSPE) in trust and for the benefit of EJCDC, all of my right, title and interest, property claim, and demand of every kind and nature whatever in any and all copyrights (including full and exclusive worldwide ownership of the copyright, and all of the rights comprised therein, in print and in all other media), under and by virtue of any acts of Congress, with the rights to any and all profits, benefits and advantage that may arise from printing, publishing or sale of printed copies, electronic versions or other media assigned to the EJCDC Sponsoring Organizations (American Council of Engineering Companies, Associated General Contractors of America, American Society of Civil Engineers, and the National Society of Professional Engineers).

In witness, I have executed this instrument on \_\_\_\_\_.

---

Signature

---

Print Name

# APPENDIX D

## ENGINEERS JOINT DOCUMENTS COMMITTEE DESIGN AND CONSTRUCTION RELATED DOCUMENTS INSTRUCTIONS AND LICENSE AGREEMENT

### Instructions

#### **Before you use any EJCDC document:**

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

#### **How to Use:**

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.

2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

### License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides EJCDC Design and Construction Related Documents and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.

You acknowledge that you understand that the text of the contract documents of EJCDC Design and Construction Related Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

#### **License:**

You have a limited nonexclusive license to:

1. Use EJCDC Design and Construction Related Documents on any number of free-standing workstations owned, leased or rented by your company or organization or on your company or organization's local network system, provided that such free-standing workstation or workstations or local network system is utilized in one company or organization office only. Use of EJCDC

Design and Construction Related Documents at multiple company or organization office locations requires purchase of additional licenses.

2. Use EJCDC Design and Construction Related Documents in printed form for bona fide contract documents.

3. Copy EJCDC Design and Construction Related Documents into any machine readable or printed form for backup or modification purposes in support of your use of EJCDC Design and Construction Related Documents.

**You agree that you will:**

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in EJCDC Design and Construction Related Documents are and shall remain the property of EJCDC.

2. Not modify any of the contract documents you generate from EJCDC Design and Construction Related Documents, unless (i) all additions and changes to, and deletions from, the text are clearly shown, or (ii) you prominently display the following notice in the footer on each page of the contract document: "This document has been modified from its original form as an EJCDC document and the user did not highlight the modifications. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution."

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

**Term:**

The license is effective until terminated. You may terminate it at any time by destroying EJCDC Design and Construction Related Documents altogether with all copies, modifications and merged portions in any form. It will also terminate twelve (12) months after release of the next version of the EJCDC document; upon conditions set forth elsewhere in this Agreement, or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy EJCDC Design and Construction Related Documents along with all copies, modifications and merged portions in any form.

**Limited Warranty:**

EJCDC warrants the CDs and diskettes on which EJCDC Design and Construction Related Documents is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error free.

**Limitations of Remedies:**

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

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](mailto: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.

## APPENDIX E

### EJCDC SPONSOR ORGANIZATION ADMINISTRATIVE RESPONSIBILITIES

Associated General Contractors of America:

1. Act as the central point of contact and work closely with the Chair of EJCDC when Chair is a representative of AGC.
2. Provide meeting planning services to include soliciting proposals, negotiating fees and services, signing contracts, and acting as the onsite representative.
3. Notify EJCDC members, observers, and liaison organizations of meetings, requests for comments, and all other announcements.
4. Prepare and distribute agendas and meeting minutes for the Strategic Planning Committee (SPC) and track action items. Arrange conference calls as necessary. Maintain the archive of SPC agendas, meeting minutes, and other items.
5. Oversee the maintenance and administration of the Orientation Manual with assistance from the other partner organizations.
6. Provide other services as determined necessary by the Chair and/or full committee.

American Society of Civil Engineers:

1. Act as the central point of contact and work closely with the Chair of EJCDC when Chair is a representative of ASCE.
2. Provide EJCDC web site management to include maintenance of existing content/links and development of new material/resources.
3. Prepare and distribute agendas and meeting minutes for the Planning & Budget Committee (P&B) and track action items. Arrange conference calls as necessary. Maintain the archive of P&B agendas, meeting minutes, and other items.
4. Provide certificates of appreciation, in accordance with section III.H. to EJCDC members completing their term of service.
5. Authorize contracts for legal services as recommended by EJCDC chair.
6. Provide other services as determined necessary by the Chair and/or full committee.
7. Maintain up-to-date rosters for EJCDC and its ancillary committees.

National Society of Professional Engineers, Professional Engineers in Private Practice:

1. Act as the central point of contact and work closely with the Chair of EJCDC when Chair is a representative of NSPE-PEPP.

2. Oversee the production and distribution of final documents approved for release and coordinate corrections and/or format changes to current documents with EJCDC Legal Counsel. Maintain document archive.
3. Maintain up-to-date document review schedules.
4. Prepare and distribute annual sales reports.
5. Prepare and distribute agendas and meeting minutes for the Marketing & Promotion Committee (M&P) and track action items. Arrange conference calls as necessary. Maintain the archive of M&P agendas, meeting minutes, and other items.
6. Oversee the maintenance of the Policy and Procedures Manual with assistance from the other Sponsor organizations.
7. Authorize contracts for seminars as recommended by M&P and P&B.
8. Provide other services as determined necessary by the Chair and/or full committee.

American Council of Engineering Companies:

1. Act as the central point of contact and work closely with the Chair of EJCDC when Chair is a representative of ACEC.
2. Prepare and distribute agendas and meeting minutes for full committee meetings and track action items. Arrange conference calls as necessary. Maintain the archive of EJCDC agendas, meeting minutes, and other items.
3. Maintain up-to-date e-mail distribution lists and the EJCDC listserve.
4. Authorize contracts not assigned to other Sponsoring Organizations as recommended by P&B.
5. Provide other services as determined necessary by the Chair and/or full committee.

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