



The Engineers Joint Contract Documents Committee (*EJCDC*<sup>®</sup>) has updated the *EJCDC*<sup>®</sup> *Construction Series Documents* for 2018. Below is a summary of the revisions that were made to the 2018 edition of the *EJCDC Construction Series Documents*

**All documents**

- All the documents have been reformatted to present a more uniform look.
- All signature blocks have been (or will be in the final editing) standardized and the need for notary and corporate seals eliminated.

**C-050 Bidding Procedures and Construction Contract Documents**

- Reformatted with Guidelines for Use that describe what the document is used for and instructions on how to complete.
- Added Notes to Users throughout and have included bold text to assist the users.
- Several paragraphs combined where related

**C-051 Engr's Letter to Owner Concerning Bonds and Insurance**

- Reformatted with Guidelines for Use that describe what the document is used for and instructions on how to complete.
- Notes to Users throughout and have included bold text to assist the users.
- Provisions added for the use of a Warranty Bond

**C-052 Owner's instructions to Engineer Concerning Bonds and Insurance**

- Reformatted with Guidelines for Use that describe what the document is used for and instructions on how to complete.
- Added Notes to Users throughout and have included bold text to assist the users.
- Provisions added for the use of a Warranty Bond
- Deleted the coverage tables for the Owner to indicate insurance amounts and provided for Owner to complete excerpts from C-800 that were sent to the Owner with C-051.

**C-111 Advertisement for Bids for Construction Contracts**

- Formatting changes
- Coordination with ITB wording about obtaining bidding documents
- Reduced opportunities for inadvertent inconsistencies with ITB and Contract Documents
- Express reference to ITB for bidding instruction

**C-200 Instructions to Bidders for Construction Contracts**

- Reformatted with Guidelines for Use that describe what the document is used for and instructions on how to complete.
- Notes to Users in prior drafts were scattered within the Articles; they are now numbered and at the beginning of each Article for a much cleaner and easier to use document.
- Article 2 has been expanded to recognize the growing use of plan rooms and electronic documents
- The requirements for DBE participation has been expanded to include other business development programs
- Article 5 (previously Article 4) has been reworded to coordinate with the GCs and the description of other site-related documents
- Article 10, Liquidated Damages, has been deleted and the information included in Article 9, Contract Times
- Article 12 has added provisions to accommodate electronic Bidding Documents
- Article 18 paragraphs have been broken apart to provide a more clearly readable document

**C-410 Bid Form for Construction Contracts**

- Reformatted with Guidelines for Use that describe what the document is used for and instructions on how to complete.
- Notes to Users in prior drafts were scattered within the Articles; they are now numbered and at the beginning of each Article for a much cleaner and easier to use document.
- Several Articles were relocated to present a better flow of the required information; several were deleted as not necessary although the content remains; and several have been combined
- Basis of Bid, formerly Article 5, which was long, cluttered and confusing has been divided into 3 separate Articles.
- New Article 3, Basis of Bid – Lump Sum Bid and Unit Prices is expected to be used much more than the other two which could be deleted, thus “decluttering” the document
- New Article 4, basis of Bid – Cost-Plus-Fee, and new Article 5, Basis of Bid – Price-Plus-Time Bid, have been added, providing a document that should be easier to use
- Article 7 (formerly 2) has been expanded to include acknowledgement of bid acceptance period, instructions to bidders and receipt of addenda which is an acknowledgement and has been relocated from “Representations”
- Bidder’s representations and certifications has been reworded to coordinate with changes in the Agreement
- Former Article 8, Defined Terms, has been deleted but the text relocated to the beginning of the Bid Form
- Former Article 9, Bid Submittal has been deleted as not necessary to be labeled an article. Content remains the same.

**C-430 Bid Bond (Penal Sum Form)** The terms and conditions of the bond forms remains unchanged.

- All four bonds have previously been reviewed and approved by the Surety and Fidelity Association of America, and the National Association of Surety Bond Producers. The bonds are widely used and accepted in the construction industry.
- Still under consideration is whether the first page should specifically call for the surety’s corporate seal. Although generally seals have fallen out of use, and will not be required of Contractor, Bidder, or others, there is some indication that sealing continues to be standard practice with respect to surety’s issuance of bonds.

**C-435 Bid Bond (Damages Form)**

- See comments on C-430

**C-451 Qualifications Statement**

- As with all documents, significant formatting changes have been made including the addition of Guidelines
- The Business certifications were modified to be more inclusive and the paragraph has been relabeled “Diverse Business Certifications”. This more closely aligns with common practice today.
- Several changes have been made on the information required to be submitted to demonstrate a bidder’s safety experience
  - The need to submit OSHA logs has been deleted
  - The Safety Officer’s certifications are to be listed
  - Three years of EMR and TRFR are required instead of five
  - DART rates are no longer required
- Deleted the need to furnish 3 years of audited balance sheets and replaced it with furnishing several financial indicators. Retained the right of the owner to request the most recent audited balance sheet.
- Recognizing that most equipment today is either leased or rented, deleted the need to submit lists of equipment available for the project.

**C-510 Notice of Award**

- **No changes**

**C-520 Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)**

- Expansion and updating of Notes to Users to reflect current practice and the modifications for this edition.
- Expands accommodation for identification of design engineer and use of an entity other than the design engineer as Owner’s representative during construction
- Clarifies that Special Damages are supplemental to Liquidated Damages.
- Requires written consent of surety prior to release of any retainage or making final payment.
- Requires Power of Attorney to accompany performance and payment bonds.
- Inclusion of the assignment of a procurement contract as a Contract Document, if applicable.
- Moves to preamble the reference to General Conditions and Supplementary Conditions for meaning of terms and moves most other miscellaneous provisions, including assignment of the contract, successor and assigns, and severability, to the General Conditions.
- Modifies Contractor representations to require that it has “carefully studied” reports and drawings related to Hazardous Environmental Conditions and to give written notice, prior to execution, of any discrepancies between site conditions and Contract Documents that Contractor has discovered.

**C-523 Construction Subcontract on the Basis of a Stipulated Price**

- 2013 was first publication—solicited reactions from subcontractors and contractors
- Guidelines for Use section still in progress
- Provided definitions or improved identification for “Prime Contract Work,” “Subcontract Times,” “Subcontract Price”
- Stated relationship of Subcontract Work to Prime Contract Work

- Expanded options for completion of Subcontract Work—specific date, number of days, or per schedule
- Improved wording regarding delay and Subcontractor responsibility for delay damages, and established express right of set-off against payments due
- Set up option for Contractor to withhold higher retainage percentage than in Prime Contract
- Express reference to other work at site, such as work by Owner
- Express requirement to use EJCDC performance and payment bond forms
- Reference to possible flowdown duty to obtain Warranty Bond
- Narrowed acceptable Additional Insured endorsements to 2001 forms (similar to C-800 2018)
- Made subrogation waiver a mutual action
- Substantial expansion of Subcontractor’s indemnification duty
- Defined “Claim” for purposes of the Subcontract, revised related provisions

**C-525 Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee)**

- Amends document title from Cost-Plus to Cost-Plus-Fee.
- Expansion and updating of Notes to Users to reflect current practice and the modifications for this edition.
- Expands accommodation for identification of design engineer and use of an entity other than the design engineer as Owner’s representative during construction
- Clarifies that Special Damages are supplemental to Liquidated Damages.
- Deletes Unit Price Work language from the Contract Price
- Adds additional methods for computing the Fee and rearranges the method of showing fee as a percentage of various portions of the work.
- Adds an express statement that, unless otherwise noted, the General Conditions provisions for computing fee on Change Order Work are not applicable to the Contract.
- Provides a method of allocating savings between Owner and Contractor if the final Contract Price is less than the Guaranteed Maximum Price.
- Clarifies the procedure for computing the change in the Contract Price resulting from a Cost of the Work Change Order.
- Clarifies that a change in the Contract Price will increase or decrease the Guaranteed Maximum Price by the increase or decrease in the Contract Price, including Cost of the Work and Contractor’s fee.
- Requirements for Accounting Records are transferred to General Conditions.
- Requires Power of Attorney to accompany performance and payment bonds.
- Moves to preamble the reference to General Conditions and Supplementary Conditions for meaning of terms and moves most other miscellaneous provisions, including assignment of the contract, successor and assigns, and severability, to the General Conditions.
- Modifies Contractor representations to require that it has “carefully studied” reports and drawings related to Hazardous Environmental Conditions and to give written notice, prior to execution, of any discrepancies between site conditions and Contract Documents that Contractor has discovered.

**C-550 Notice to Proceed**

- Added provision to include Liquidated Damages

**C-610 Performance Bond**

- See comments on C-430

- the performance bond and payment bond, were developed in 2009-10 in a joint effort with AIA and other stakeholders

#### **C-612 Warranty Bond**

- new document intended for use where an owner wants an extended correction period
- new SC-6.01.B extends the correction period, and specifically requires the C-612 bond form
- standard options for extended correction period: 2 years beyond Substantial Completion, 3 years beyond Substantial Completion
- warranty bond is set up to commence 364 days after Substantial Completion
- Contractor must submit bond with final payment application

#### **C-615 Payment Bond**

- See comments on C-610

#### **C-620 Application for Payment**

- EJCDC C-620 continues to be published as a Microsoft Excel workbook.
- Computational cells have been given limited protection to restrict users from inadvertently overwriting essential, embedded computational formulas.
- The workbook has been revised to color-code cells where user input is required.
- The change order tabulation was removed from the Summary page because of space limitations. Spaces was added on both the Lump Sum and Unit Price sheets for indication of change orders, which is where change orders are normally indicated in practice.
- The former license agreement worksheet was removed; one license agreement covering the entire C-Series has been published by EJCDC.
- A new worksheet with guidelines on document use was added.
- Embedded notes with instructions for filling out the header on the Summary worksheet were added.
- The Summary sheet's header information automatically populates the headers on other worksheets in the workbook.
- Additional notes to users, embedded in key cells, were added in formula cells.
- Formulas were revised to eliminate minor round-off errors.
- No changes were made to the certification language.
- The basic layout and operation of the workbook remains largely unchanged.

#### **C-625 Certificate of Substantial Completion**

- No changes

#### **C-626 Notice of Acceptability of Work**

- Minor editing

#### **C-700 Standard General Conditions of the Construction Contract**

- 1.01.A.3 – clarifies that the Application for payment is prepared by the Contractor
- 1.10.A.11 – eliminates specific citations and referred to current Laws and regulations to minimize the need for updating
- 1.01.A.20 and 21 – new definitions for Electronic Document and Means
- 1.01.A.24 – expands the definition to better coordinate with the definition of Constituents of Concern
- 1.01.A.25 – expands the definition to include binding decrees and resolutions

- 1.01.A.33 – deleted the definition of Project Manual. The term is not used in C-700.
- 1.01.A.41 – added a new definition of Submittals to be more inclusive than Shop Drawings
- 1.01.A.43 – simplifies the definition, eliminating extraneous words
- 1.01.A.46 – expands the definition to better explain what can be relied on as Technical data
- 1.01.A.47 – expands the definition for clarification, noting that not in service lines are Underground Facilities
- 1.02.F – explains that “Contract Price or Contract Times” is to be read as inclusive
- 2.01.B – adds provision that the SCs may have specific provisions for the delivery of insurance policies
- 2.06.A – updated language incorporating new definitions of Electronic Documents and Electronic Means
- 3.01.F – language moved from the Agreement noting any provision deemed unenforceable shall be stricken and that the remainder of the document shall remain valid. Decided this was applicable to all parts of the Contract Documents and better expressed in the General Conditions.
- 4.05.A & C – eliminated wording deemed redundant. Concept is now in 4.05.D.
- 4.05.D – clarifies Contractor’s entitlement to relief for delays. New language addresses concurrent delay
- 4.05.E – defines procedures for Contractor request for relief
- 4.05.G – eliminates redundant wording
- Article 5 – changed the title to be more inclusive of content
- 5.02.A.1 – clarifies that Contractor is responsible for structures on adjacent lands
- 5.03.A – new language to clarify the identification of Technical Data and to specify what is to be identified in the Supplementary Conditions
- 5.03.B – new language clarifying that Underground Facilities are shown on the Drawings and are not Technical Data
- 5.03.D – added language clarifying Contractor not to rely on record drawings and only on identified Technical Data.
- 5.04.C – added language to allow the Engineer to order an early resumption of Work
- 5.04.F – added language clarifying that paragraphs 5.03 and 5.04 are not applicable to Hazardous Environmental Conditions and Underground Facilities including verifying the location of all Underground Facilities shown in the Contract Documents.
- 5.05.A – moved the disclaimer that Owner and Engineer do not warrant the information to 5.05.F.3 and clarifies the Contractor’s responsibilities
- 5.05.B & C – minor wording changes
- 5.05.E – added language to allow the Engineer to order an early resumption of Work
- 5.05.F – wording changes to coordinate with Contractor’s entitlement to relief
- 5.05.F.3 – relocated disclaimer language
- 5.06.A – added language clarifying the identification of information in the Supplementary Conditions
- 5.06.G – wording changes to clarify party’s rights to relief
- 6.01 – Bonds
  - Separated “other bond” provision from basic performance and payment bond requirement.
  - Included specific reference to “terms of prescribed bond form” and in SC-6.01 prescribed EJCDC C-610 and C-615.

- Clarified wording of clause requiring Owner and Contractor to furnish payment bond information to subs and suppliers.
- Added optional Warranty Bond SC, together with Guidance. SC extends the contractual correction period and requires supporting Warranty Bond.
- 6.02 through end of Article 6 – Insurance
  - Moved many of the detailed insurance requirements to the SCs. Kept basic insurance provisions in GCs.
  - Provided improved format, including tables for coverage limits.
  - Expanded guidance notes in SCs, including headings to help locate specific insurance topics.
  - GC-6.02.C. Added express bar against furnishing alternative forms of insurance. (Bidders can still propose alternatives during pre-bid addendum process.)
  - GC-6.02.D. Clarified what insurance confirmation must automatically be provided to other party, and what information must be furnished upon request.
  - Added express reminder to Contractor that it must determine its need for additional insurance or coverages (GC-6.02.K), and determine any need for supplemental insurance requirements for its subcontractors (GC-6.03.G).
  - GC-6.04.B. Expressly called out Owner’s duty to provide property insurance for existing facilities, and for the completed project.
  - GC-6.04.C. If category of property is not required to be insured, then owner of property is responsible for insuring it (previously, for deciding whether to insure it).
  - SC-6.03.H. Removed outdated reference to “broad form property damage coverage.” Not needed due to changes in CGL policies.
  - SC-6.03.H. Narrowed Additional Insured endorsement requirement to 2001 (“01”) editions. 2013 insurance requirements expressly allowed 2004 AI endorsements as well as 2001. Clause does provide an exception for cases in which the specified (2001) endorsement is not commercially available.
  - SC-6.03.I. Expressly identified restrictions on exclusions in CGL policies.
  - SC-6.03.L. Improved wording of umbrella requirement, eliminating reference to “follow form” in favor of “at least as broad as.” Allowed contractor to meet underlying/umbrella coverage requirements through combinations of the two—2013 edition placed unnecessary restrictions on this practice.
  - SC-6.03.N. 2013 edition allowed Contractor’s Professional Liability insurance (when needed) to be provided solely by a subcontractor. In 2018, Contractor itself must carry this insurance (when needed).
  - SC-6.03.O. Added Railroad Protective Liability insurance option, and related guidance.
  - SC-6.03.R. Added Unmanned Aerial Vehicle Liability Insurance option (drones).
  - SC-6.04. Eliminated redundancies in builder’s risk requirements related to partial occupancy by Owner.
  - SC-6.04. Improved guidance and requirements for Installation Floater alternative to Builder’s Risk, based on feedback from insurance expert.
- 7.01 – new paragraph consolidating concepts of means and methods
- 7.01.A – relocated from previous 7.01.A
- 7.01.B – new language recognizing that the Contract Documents sometimes specify some means and methods that require professional engineering. Paragraphs distinguishes this requirement from Delegated Design clarifies Contractor’s responsibility
- 7.07.A – new language reinforcing the Contractor’s responsibility for the work of subcontractors
- 7.13.F – paragraph relocated for clarity
- 7.14.A – recognizes that the term “material safety data sheets” is no longer used

- 7.16 – Paragraph retitled to “Submittals” to recognize that shop drawings are only a part of “submittals”. The rest of this paragraph has been rearranged with additional language to distinguish different procedures for shop drawing and samples as opposed to other submittals.
- 7.17.B – reinforces that the general warranty is not limited by the correction period
- 7.18.C – paragraph deleted in accordance with counsel’s memorandum of 10-04-16
- 7.19 – revised for clarity, no difference in intent
- 8.01.F – reinforces that any disruption by entities not under the owner’s control are covered by the general provisions for delay in paragraph 4.05
- 10.04 – consolidates list of Engineer’s authorities
- Article 11 – retitled for simplicity; “Change to the Contract Work” is more inclusive. Subparagraphs have been reordered and some language relocated for clarity
- 11.07.C.3.e and f – clarifies how change orders with both additions and deletions are priced
- 11.09.B – more clearly explains the Contractor’s responsibility to submit supporting data with Change Proposals and eliminates Change Proposals after the Engineer has made a recommendation for final payment.
- 12.01.A.4 – requires that any request for additional time or money after the Engineer makes a recommendation for final payment shall be a Claim
- 13.01.B.1 – clarifies that job classifications must be agreed upon prior to performance of the work and adds safety personnel to the list of included staff
- 13.01.B.5.b – limits compensation for certain materials to the purchase price
- 13.01.B.5.c – clarifies how equipment rentals are compensated
- 13.01.C.2 – adds cost of small and hand tools to list of excluded costs. Additional language has been added in C-800 to address this in more detail
- 13.01.C.6 – adds cost of preparing claims to list of excluded costs
- 13.01.D.1 – clarifies how fee is calculated under a cost-plus contract
- 13.01.D.2 – clarifies how fee is calculated for other than cost-plus contracts
- 13.01.E – provides for Owner’s access to Contractor’s records
- 13.03.E – limits adjustments to unit prices to those items where Contractor’s unit costs have changed and clarifies that the adjusted unit price applies to all units of that item
- 15.01.B.2 – expands Owner’s options for proof of payment for materials not installed
- 15.06.A.2.d – clarifies that a request for final payment shall include a list of all pending Change Proposals and Claims, not just “disputes”
- 15.06.C – clarifies that Engineer will issue a Notice of Acceptability in support of the recommendation for final payment
- 15.06.E – reworded for clarification
- 15.07 – New paragraph A added to ensure that Owner makes any liquidated damages claims no later than time of final payment; if not, such claims are waived.
- 18.01.A – expanded to allow use of email to provide notice

#### **C-800 Supplementary Conditions of the Construction Contract**

- Recognizing that this document is not a “guide” but rather recommended text, the title was changed from “Guide to the Preparation of Supplementary Conditions” to “Supplementary Conditions of the Construction Contract”
- Improved general instructions for preparing project-specific SCs

- Improved format, with additional improvements under consideration
- Relocated specialized provisions regarding SCs for Geotechnical Baseline Reports to end of document, to make ordinary use of Article 5 easier
- Placed greater quantity of insurance specifications in SCs (from GCs), allowing easier customization for specific project, and consideration of coverage options.
- Added Electronic Document Protocol SCs regarding Electronic Transmittals
- Added very comprehensive SC addressing weather delays
- Revised SCs relating to site conditions, to reflect changes in approach taken in the GCs. Improved format of these SCs with tables for listing documents and technical data.
- Bonds and Insurance—see discussion under C-700
- Streamlined SC that lists Resident Project Representative’s duties. Goal was to inform Contractor of RPR duties relevant to Contractor and eliminate listing of duties that are strictly internal to Owner—Engineer—RPR.
- Provided more guidance for listing the governing rate book for equipment rental costs under Cost of the Work
- Optional definition of small tools and hand tools (excluded from Cost of the Work), based on price
- Improvements to guidance and wording of Variation in Estimated Quantities SC
- Added optional clause that allows adjustments to payments on Cost-plus-Fee contracts, when amount paid to date is out of balance with progress
- Revised arbitration SC to be consistent with AAA procedures
- Expanded and strengthened Guidelines (combination of notes to user and commentary) throughout SCs; added Guidelines topic headings for ease of use

**C-940 Work Change Directive**

- Changed “Effective Date” to “Effective Date of Work Change Directive” to avoid confusion and to permit the issuance of this document before it’s “effective date”
- Recognizing that this document is often issued before a complete understanding of the scope of work is developed, “Not Yet Estimated” has been added as an option to the change in Contract Price and Contract Time
- The Contractor’s signature for receipt has been deleted. Some contractors believe that if they refuse to sign, the Directive is not in effect. That has not been our intent; this is a unilateral Directive.

**C-941 Change**

- Changed “Effective Date” to “Effective Date of Change Order” to avoid confusion and to permit the issuance of this document before it’s “effective date”

**C-942 Field Order**

- Changed “Effective Date” to “Effective Date of Field Order” to avoid confusion and to permit the issuance of this document before it’s “effective date”
- Change in language to avoid confusion with “signing” and “performing the work” described in the Field Order by replacing “execute” with “perform the work described in”.
- The Contractor’s signature for receipt has been deleted. Some contractors believe that if they refuse to sign, the Order is not in effect. That has not been our intent; this is a unilateral Order.