

Ohio 2014 Edition EJCDC Agreement for Engineering Services Checklist (6/2016)

Project: _____
Engineering Firm: _____
Engineer: _____ Phone: _____

Checklist Items

- ___ Purchase and download the 2014 Edition of the “EJCDC E-500 Standard Form of Agreement between Owner and Engineer for Professional Services”
- ___ Download the latest version of RUS Bulletin 1780-26 at http://www.rd.usda.gov/files/UWP_Bulletin_1780-26.pdf
- ___ Assemble the following roster of documents for a complete Agreement:
 - ___ EJCDC E-500 Agreement between Owner and Engineer for Professional Services
 - ___ EJCDC Exhibit A Engineer’s Services
 - ___ EJCDC Exhibit B Owner’s Responsibilities
 - ___ EJCDC Exhibit C Payments to Engineer for Services and Reimbursable Expenses
 - ___ Ohio Form A, Proposed Additional Services (attached below)
 - ___ Ohio Form B, Request for Authorization of Additional Services (attached below)
 - ___ RUS Certification Page (attached below)
 - ___ EJCDC Exhibit D Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
 - ___ EJCDC Exhibit E Notice of Acceptability of Work
 - ___ EJCDC Exhibit F Construction Cost Limit
 - ___ EJCDC Exhibit G Insurance
 - ___ EJCDC Exhibit H Dispute Resolution
 - ___ ****REMOVE**** EJCDC Exhibit I Limitations of Liability
 - ___ EJCDC Exhibit J Special Provisions
 - ___ EJCDC Exhibit K Amendment to Owner-Engineer Agreement
 - ___ RUS Bulletin 1780-26 Exhibit B “Revisions to the EJCDC E-500” *see below for more information

Important User Information

Only **MINOR** wording changes are allowed. All changes must be in accordance with the EJCDC License Agreement. This means wording may only be deleted by striking through the original text (but not physically removing it), and wording additions or modifications must be stated in **BOLD** text. Any alterations to the Agreement (other than required changes) must be listed in Exhibit J Special Provisions.

Engineer must attach the list of “Revisions to the EJCDC E-500” to the Agreement as an addendum (or insert in Exhibit J) or make the listed changes using bold type additions and deletions with strike-outs. The revisions are attached to this document

The standard Exhibit C from E-500, “Payments to Engineer for Services and Reimbursable Expenses,” should be used along with the E-500 Owner-Engineer Agreement, but only the following Compensation Packets are allowed for use with RUS funded projects (other compensation packets are not allowed): BC-1, BC-2, RPR-1, RPR-2, and AS-1

Ohio Form A, Proposed Additional Services, must state the proposed additional services for the Project and the estimated cost of the services. Ohio Form B, Request for Authorization of Additional Services, must be submitted **blank**. Form B may be submitted after the Agreement is approved by all parties.

Exhibit G “Insurance,” amounts should be established by the Owner based on advice from the Owner’s attorney or a risk manager hired by the Owner.

Exhibit H may be omitted with mutual written agreement by Owner and Engineer.

Exhibit K should be **blank** when included in the document and used in the event an Amendment becomes necessary later in the project.

All blanks in the document **MUST** be filled in with the pertinent information, or filled in with **Not Applicable, or N/A**.

A draft Agreement may be submitted for review prior to the final executed Agreement

Final Agreement Submittal Checklist Items

(check YES or NO)

A. Has funding for this project been obligated?

YES NO

B. Are there **4 signed** Agreements?

YES NO

C. Have all RUS Bulletin 1780-26 revisions been properly inserted?

YES NO

D. Are the Ohio Forms A and B included?

YES NO

E. Has Owner's legal counsel reviewed the Agreement and insurance limits?

YES NO

F. Are all **blanks** filled in?

YES NO

G. Has the RUS Certification Page been included and executed?

YES NO

Proposal of Additional Services to Perform

(Breakdown of the cost stated in EJCDC E-500, Exhibit C-Compensation Packet AS-1, Article C.2.05.A.1)

List all proposed Additional Services below. The Additional Services should be beyond the scope of the Basic Services section of this agreement. A description of the Additional Services is required for each line item. An estimated cost should be stated in the second column in the table below.

NOTE: In accordance with EJCDC Exhibit A 2.01.A, prior to performing any Additional Service written authorization is required from the Owner with concurrence from USDA Rural Development. Authorization should be obtained using the Ohio Form B "Request for Authorization for Additional Services". Form B should be submitted blank with the initial EJCDC E-500 Engineering Agreement. Any services performed prior to Agency concurrence may be included in the Basic Services portion of the Agreement in lieu of this form.

Additional Engineering Service

Estimated Cost

Total Estimated Amount not to exceed: \$ _____

Request for Authorization of Additional Services

(Authorization to commence Additional Services)

In accordance with EJCDC E-500, Exhibit C-Compensation Packet AS-1, Article C.2.05.A.1, the following services may be provided IF AUTHORIZED IN WRITING BY OWNER **WITH** USDA RURAL DEVELOPMENT CONCURRENCE. A **COMPLETE DESCRIPTION** of the Additional Services is required in the space provided. In the corresponding space, indicate the cost of each Additional Service, and if that service will be performed on a Lump Sum or Hourly Rate basis. The payment is **NOT TO EXCEED** the total amount stated.

Additional Service Description	Lump Sum or Hourly Not to Exceed Amount

Total Amount not to exceed: \$ _____

Request to commence above listed Additional Engineering Service:

Project Engineer: _____ Date: _____

Approval for commencing work on the above mentioned service(s) is granted:

Owner Signature: _____ Date: _____

Agency Concurrence:

USDA-RD Signature: _____ Date: _____

REVISIONS TO EJCDC E-500

- Amend paragraph 4.01.A by inserting the following text after the first sentence: “Invoices must include a breakdown of services provided.”
- In paragraph 6.04.B replace “shall” with “may”.
- Modify paragraph 7.01.A.25 by striking “, as an Additional Service.”
- Add paragraph 7.01.A.38 to the Agreement as follows:

Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
- Add paragraph 8.05 to the Agreement as follows:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency’s applicable requirements. This Agreement shall not be effective unless the Funding Agency’s designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency’s designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with “Restrictions on Lobbying” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

- Replace paragraph A1.01.A.1.b with "In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency."
- Delete paragraph A1.01.A.1.c.
- Insert the following additional text at the end of Article A1.01.A.8: "The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency."
- Modify paragraph A1.01.A.10 by inserting "and approved by the Agency" after "When mutually agreed."
- Add the following immediately after paragraph A1.01.A.14: "Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency."
- Replace paragraph A1.01.A.16 with "Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments."
- Modify paragraph A1.02.A by inserting "and concurrence by Agency" after the words "acceptance by Owner."
- Modify paragraph A1.02.A.2 by inserting "and Agency" after "authorized by Owner."
- Add the following to the end of paragraph A1.02.A.8: "Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article."
- Add the following immediately after paragraph A1.03.A.9: "The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards."

- Modify paragraph A1.03.A.10 by adding the “and Agency” after the word “counsel.”
- Insert paragraph A1.03.A.12 stating, “Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer’s Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.”
- Modify paragraph A1.03.B by deleting the period at the end of the paragraph and adding: “and all final design phase deliverables have been accepted by Owner.”
- Add the following to the end of paragraph A1.04.A.2: “Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.”
- Replace paragraph A1.04.A.6 with the following: “The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.”
- Add the following sentence immediately after paragraph A1.04.A.9: “Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.”
- Paragraph A1.05.A.4: Insert “and chair” after “Participate in” regarding the preconstruction conference.
- Delete “If requested by Owner to do so” from Article A1.05.A.6 regarding the Engineer maintaining a set of Drawings and Specifications.
- Insert paragraph A1.05.A.9.c stating “The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.”
- Add the following text at the end of paragraph A1.05.A.18: “Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.”
- Insert paragraph A1.05.A.24.a: “Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.”
- Modify paragraph A1.05.A.22 by striking the words “Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent

of Engineer's review of record documents shall be to check that Contractor has submitted all pages."

- Add the following to the end of paragraph A1.05.A.22: "Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner."
- Add the following text after "preparation or review of environmental assessments and impact statements" in A2.01.A.1: "not including preparation of the Environmental Report defined under Basic Services."
- Replace the period at the end of Article A2.01.A.4 with a comma and add the following text to the end of the Article: "but only if the Owner's request is made after completion of the Study and Report Phase."
- Mark paragraph A2.01.A.17 as "[Deleted]."
- Replace paragraph A2.02.A.2 with the following: "Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract."
- Modify Exhibit C, Compensation Packet BC-1, paragraph C2.01.A.2, by adding "and Agency" after "approved in writing by the Owner."
- Modify Exhibit C, Compensation Packet BC-2, paragraph C2.01.A.5, by inserting "and Agency" after "approved in writing by Owner."
- Modify Exhibit C, Compensation Packet BC-2, paragraph C2.01.A.8, by inserting the following text at the end of the paragraph, "Changes will not be effective unless and until concurred in by the Owner and Agency."
- Modify Exhibit C, Compensation Packet BC-1, paragraph C2.01,B by inserting "with concurrence of the Owner and Agency" after "the compensation amount for Engineer's services shall be appropriately adjusted."
- Modify text of Exhibit C, Compensation Packet BC-2, paragraph C2.03.C.2 by inserting "and Agency" after Owner in "Engineer shall give Owner written notice thereof."
- Add paragraph C2.04.A.2 to Exhibit C, Compensation Packet RPR-2, by adding the following text to the end of the paragraph: "If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$ per hour."

- Modify Exhibit C, Compensation Packet RPR-1, paragraph C2.04.A.3 by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Modify Exhibit C, Compensation Packet RPR-2, paragraph 2.04.B.4, by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Modify Exhibit C, Compensation Guide RPR-2, paragraph 2.04.C.3.B by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”
- Modify Exhibit C, Compensation Packet RPR-2, paragraph C2.04.C.4 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.
- Modify Exhibit C, Compensation Packet AS-1, paragraph C2.05.B.4, by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Modify Exhibit C, Compensation Packet AS-1, paragraph C2.05.C.3 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.
- Add the following to the end of Exhibit D, Article D1.01.A: “Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.”
- Mark paragraph D1.01.C.12.b as [Deleted] regarding Resident Project representative role in Change Orders, Work Change Directives, and Field Orders.
- Add the following to the end of Exhibit F, Article F5.02.D: “Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.”

RUS CERTIFICATION PAGE

PROJECT NAME:

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ _____
Resident Project Observation	\$ _____
Additional Services	\$ _____
TOTAL:	\$ _____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
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Name and Title

Owner	Date
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Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
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Name and Title
