**Owner-Engineer Agreement Document List**

The EJCDC has developed a Rural Development version of the **2020 edition** of the Owner-Engineer Agreement that, when assembled as described in this Bulletin, is acceptable for use on water and waste projects funded by Idaho Rural Development (RD). The executed Owner-Engineer Agreement must be approved by the USDA Rural Development State Engineer prior to Agency concurrence in any payment of RD funding for engineering services.

It is RD policy that applicants use the EJCDC documents with minimal modification. However, RD recognizes each project is unique and that modifications may be required to satisfy project requirements or State statutes. Because the EJCDC documents are fully integrated, when making a modification in one document applicants must ensure that appropriate modifications are made in all affected documents.

**The Engineer must provide a certification stating no changes have been made to the EJCDC documents except those clearly identified in the documents.**

This table provides a list of the component parts of a complete Owner-Engineer Agreement and RD Notes on their use.  **Only exhibits that are required by RD are listed below, other exhibits can be used at the discretion of the Applicant and/or Engineer.**

| Title | Form | Notes |
| --- | --- | --- |
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| Standard Form of Agreement Between Owner and Engineer for Professional Services | EJCDC E-500 (2020) | 1. Before an “Effective Date” is entered the Owner should consult with a Rural Development representative regarding funding requirements, appropriate services, and reasonable fees. 2. After “Engineers services under this Agreement are generally identified as follows:” identify services to be the recommended improvements detailed in the Facility Study Dated XXX and subsequent letter amendments, if applicable. 3. Insert USDA Rural Development and names of other Federal or State funding agencies that will be concurring in the Agreement. |
| Engineer’s Services | E-500 (2020)  Exhibit A  (Required) | 1. A1.01.A.6, A1.02.A.5, A1.03.A.4, A1.04.A.7, A1.05.A.18, and A1.06.A.3, Any unique tasks or deliverables not covered in the standard language must be added in the appropriate phase. However, these paragraphs should not be used to insert detailed lists of engineering tasks. . |
| Amendment to Owner-Engineer Agreement | E-500 (2020)  Exhibit C  (Required) | 1. Exhibit C is the proper format for amending the Agreement. |
| Duties, Responsibilities, and Limitations of Authority of Resident Project Representative | E-500 (2020)  Exhibit D  (Required) | 1. Required if Engineer provides this service |
| Notice of Acceptability of Work | E-500 (2020)  Exhibit E  (Required) | 1. Executed copy will be provided to Rural Development at Project final inspection. |
| Insurance | E-500 (2020)  Exhibit G  (Required) | 1. The purpose of this Exhibit is two fold: a) disclosure of insurance coverage by each party, and b) confirmation of each party’s insurance requirements for this Agreement. Owner and Engineer are not required to carry each type of insurance listed. 2. Owner should review and update insurance coverage where necessary to maintain adequate protection during construction period. 3. Owner cannot list other entities as additional insured |
| Amendment to Owner-Engineer Agreement | E-500 (2020)  Exhibit J  (Required) | 1. Exhibit J defines the payment methods used in the Agreement. Only the following Compensation Packets are allowable on RD projects: BC-1, BC-2, RPR-2 and AS-1. 2. The schedules for reimbursable expenses and billing rates in Appendices 1 and 2 must be completed. |
| **Idaho RD Modifications to the E-500** | RD Idaho Attachment 1 | 1. Modifies the EJCDC E-500 Agreement, Exhibits A, G, I and J |