## Engineers Joint Documents Committee Design and Construction Related Documents Instructions and License Agreement

#### Instructions

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- 2. Make sure that you have the correct version for your word processing software.

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- 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.

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- 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 represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

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### 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 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. 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

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.

# General:

# **Notice of Award**

Dated \_\_\_\_\_

	Project:	Owner:		Owner's Contract No.:
iddar's Address: (send Certified Mail, Return Receipt Requested) You are notified that your Bid dated for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for (Indicate total Work, alternates or sections or Work awarded). The Contract Price of your Contract is Dollars (\$). Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award sets of the Drawings will be delivered separately or otherwise made available to you immediately. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Ward. 1. Deliver to the Owner [ fully executed counterparts of the Contract Documents. 2. Deliver with the executed Contract Documents the Contract Documents. 2. Deliver with the executed Contract Documents the Contract Documents. 3. Other conditions precedent:	Contract:			Engineer's Project No.:
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Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.	Instru	uctions to Bidders (Article 20		
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