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

## **Instructions**

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

- Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
- 2. Make sure that you have the correct version for your word processing software.

## **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.
- 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:

- Use EJCDC Design and Construction Related Documents on any number of machines owned, leased or rented by your company or organization.
- 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:

- 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.

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 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:

- 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
- 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

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.

# **Certificate of Substantial Completion**

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:
This [tentative] [definitive] Certificate of Su	bstantial Completion applies to:	
☐ All Work under the Contract Documents	: The following specific	ed portions:
	<del></del>	Date of Substantial Completion
and found to be substantially complete. The	s been inspected by authorized representative Date of Substantial Completion of the Project mencement of applicable warranties required	or portion thereof designated above is
A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.		
	d CONTRACTOR for security, operation, ded in the Contract Documents except as an	
Owner's Amended Responsibilities:	A Property of the Contract of	
Contractor's Amended Responsibilities		
The following documents are attached to and made part of this Certificate:		
This Certificate does not constitute an accepta Contractor's obligation to complete the Work in	nce of Work not in accordance with the Contra n accordance with the Contract Documents.	ct Documents nor is it a release of
Execu	ed by Engineer	Date
Accep	ed by Contractor	Date
Accep	red by Owner	Date

EJCDC No. C-625 (2002 Edition)