

CASE #10 - An Agreement Between Structural Engineer of Record and Geotechnical Engineer of Record

ABSTRACT

The Structural Engineer of Record may be required to include geotechnical engineering services as a part of its agreement. If a geotechnical engineer & laboratory must be subcontracted for this service, the CASE # 10 may be used. It can also be altered for use between an Owner and the Geotechnical Engineer of Record.

As of 2015, the document was legally reviewed and the following changes were made:

1. In 5.2.1:
 - a. Combined and rewrote Client/SER mutual indemnification.
 - b. Added sentence indicating that neither party has obligation to defend or pay for defense until one party has been found at fault and then only to the proportion found at fault.
2. Added paragraph 5.2.2 for indemnification from third party claims. This was added since the original indemnification only dealt with claims from one of the contracting parties.
3. In 5.3.1 Risk Allocation:
 - a. Added “or any third party”. This was done to get the client to limit the SE’s liability for a third party claim. This is an aggressive approach and has not been tested by case law.
 - b. Expanded language regarding attorney and expert fee costs.
 - c. Removed “or other amount agreed upon” to remove open-endedness.
4. Other minor grammatical modifications.