

# **CASE #4 - An Agreement Between Owner and Structural Engineer for Special Inspection Services**

## **ABSTRACT**

Special Inspection services provided by a Structural Engineer are normally contracted directly by the Owner of a project during the construction phase. This agreement has a Scope of Service that directly relates to the applicable code or industry standard requirements. The Structural Engineer of Record or another structural engineer for providing these services may use this agreement. The language for coordinating laboratory testing work is also included within this agreement.

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

1. In 1.3.4 removed sentence regarding means and methods and safety and moved to 5.2.1.
2. In 1.3.6 changed “based upon” to “as required by”.
3. In 2.2.1.2 added “as required by the scope of services”.
4. In 3.3.2 added phrase that indicates SI will not be responsible for resultant delays.
5. In 4.2.1:
  - a. Combined and rewrote Client/SI 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.
6. Added paragraph 4.2.2 for indemnification from third party claims. This was added since the original indemnification only dealt with claims from one of the contracting parties.
7. In 4.3.1 Risk Allocation:
  - a. Added “or any third party”. This was done to get the client to limit the SI’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.
8. Added 5.2.1.
9. Other minor grammatical modifications.