

CASE Contract Documents: Which one do I use?

By Ronald R. White, P.E.

The Council of American Structural Engineers (CASE) has developed several very useful documents for structural engineers to use when entering into agreements with clients for structural engineering services. The agreements are tailored for specific services that structural engineers may provide. All structural engineers need to be aware that these documents exist so that they can use them when applicable. Several years ago, when Lance Atkins became chairman of the CASE Contracts Committee, he prepared a brief summary of each contract document for the committee's benefit, which are listed below:

CASE Document 1

An Agreement For the Provision of Limited Professional Services®

Providing structural engineering for a small project with a limited duration will sometimes necessitate the use of a simpler and shorter agreement. A simple and uncomplicated form is presented that will assist the SER in this situation. The CASE document provides an abbreviated agreement that may be used for those projects.

CASE Document 2

An Agreement Between Client and Structural Engineer of Record for Professional Services®

This contract form may be used when the Client wishes to retain the SER directly. The contract contains an easy to understand matrix of services that will simplify the "what's included and what's not questions" in negotiations with a prospective client. This document is not suitable when the SER is the Prime Professional.

CASE Document 3

An Agreement Between Structural Engineer of Record and Consulting Design Professional for Services®

The SER may find it necessary to retain the services of a sub-consultant or architect when the SER is in direct contract with the Owner. This agreement provides a form that outlines the services and requirements in a matrix so that the services of the sub-consultant may be readily defined and understood. A separate matrix is provided for use when the sub consultant is an architect.

CASE Document 4

An Agreement Between Client and Structural Engineer for Special Inspection Services®

Special Inspection services provided by a structural engineer are normally contracted directly by the Owner of a project. The original SER or another structural engineer may use this agreement for providing these services. The responsibility for coordinating laboratory testing work is also included within this agreement.

CASE Document 5

An Agreement for Structural Peer Review Services®

A request to perform a peer review of another structural engineer's design brings with it a different responsibility than that of the SER. This agreement addresses the responsibilities and the limitations of performing a peer review. This service is typically performed for an Owner, but the document may be altered to provide peer review services for others.

CASE Document 6

Commentary on AIA Document C401 Standard Form of Agreement Between Architect and Consultant, 2007 Edition

This document includes a commentary on AIA Document C401, a sample proposal letter for use with AIA Document C401, a matrix of standard services, a matrix of additional or extra services and an exhibit to add exceptions, clarifications or additions to the AIA standard terms and conditions. It is very useful in defining structural services before the SER and Architect sign AIA Document C401. The structural engineer may find that no matter what contract form is being used, a simplified listing of the services that are to be performed will benefit all parties involved. Included in this document is a matrix which will reduce or eliminate confusion as to what services are or are not to be provided. The matrix outlines the majority of services that may be required. By marking those services that are to be provided and reviewing it with the client, a mutual understanding may be achieved. The listing of services is also very beneficial in negotiating fees.

CASE Document 6A

Commentary on AIA Document B-141, Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, 1997 Edition

Providing services to an architect who is in contract with the owner by using the standard AIA documents requires the SER to be aware of the provisions of that contract. The Architect is agreeing to furnish services in his contract that will have an impact on the scope of services that the SER will be required to provide. This commentary gives guidance on items that require special attention, or may be of a nature to require changes to the SER –Architect contract.

CASE Document 7

Commentary on AIA Document A295-2008, General Conditions of the Contract for Integrated Project Delivery, 2008 Edition.

The Integrated Project Delivery (IPD) approach is a collaborative process involving all participants through all phases of the project. Document A295 does not directly involve the SER, but the conditions contained therein may be incorporated by reference into the SER'S agreement with the Architect. If IPD is the chosen approach, the SER must be familiar with the IPD general conditions when developing

the Scope of Services and fees. Building Information Modeling (BIM) is required, therefore the SER must produce documents using BIM. Project phases are different than the traditional phases. The SER'S level of effort is shifted to earlier phases. During all phases, there will be input from the contractor which may increase the SER'S time for meetings and changes all of which should be reflected in the fee.

CASE Document 8

An Agreement Between Client and Specialty Structural Engineer for Professional Services®

When structural engineering services are provided to a contractor or a sub-contractor for work that is to be included in a project where the SE is a specialty engineer and not the SER, the contractual relationship differs from the norm and typical contract forms will not suffice. The CASE 8 document is tailored to this particular situation.

CASE Document 9

An Agreement Between Structural Engineer of Record and Testing Laboratory®

The structural engineer may be required to include testing services as a part of its contract. When a Testing Laboratory subcontracts for this service, the CASE Document 9 may be used. It can also be altered for use between an Owner and a Testing Laboratory.

CASE Document 10

An Agreement Between Structural Engineer of Record and Geotechnical Engineer of Record®

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

CASE Document 11

An Agreement Between Structural Engineer of Record (SER) and Contractor for Transfer of Computer Aided Drafting (CAD) Files on Electronic Media®

Electronic files provide a level of detailing and dimensioning that was not previously available on the old hand prepared drawings. Fabricators and suppliers are requesting electronic files from the designer. By electronically preparing models or drawings, changes may be made by the fabricator that would not be distinguishable without a critical review and dimensional checks may not be conducted. The CASE 11 Agreement can be used so that both the SER and recipient of the electronic files understand the limitations and extent to which the files may be used. This is a guideline for allowing the transfer of electronic files to contractors, fabricators and material suppliers.

CASE Document 12

An Agreement Between Client and Structural Engineer for Forensic Engineering (Expert) Services®

Structural engineers may be requested to perform services related to the analysis, review, or investigation of structural failures or problems. These services are typically performed for attorneys and may include the writing of reports, the giving of depositions and trial testimony. This CASE document will provide the necessary agreement for this

situation. It may also be used with some alterations for providing forensic services directly to a client.

CASE Document 13

An Agreement Between Owner and Structural Engineer as Prime Design Professional®

Clients with projects that are primarily structural in nature may be better served if the structural engineer is the Prime Professional. This agreement form may be used to specifically address these types of projects.

CASE Document 14A

Additional Services Form

Occasionally, situations arise which were not foreseen prior to signing an agreement for structural services. These situations sometimes require significant additional structural effort. This form, signed by the structural engineer and client, is intended as a simple means to describe the additional services and fees.

CASE Document 14B

Standard Form for Request for Information (RFI)

Standardization of a Request for Information form prior to the commencement of a project will benefit all involved in the construction process. This form is intended for inclusion in the contract bid documents. It assists in the control of the type of request that is being presented, and also helps to classify the information that could cause delays and cost increases.

CASE Document 15

Commentary on AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition

AIA Document 201 is frequently adopted by reference in other AIA documents, which may directly impact the structural Engineer's practice. This document provides a commentary to alert the Structural Engineer of the various sections and paragraphs which may affect their position and responsibilities during the construction of the project.

CASE Document 16

An Agreement Between Client and Structural Engineer for A Structural Condition Assessment®

A structural condition assessment of an existing structure is a common service provided by Structural Engineers. This document provides a sample agreement for Structural Engineers to use when providing this service.

One of the great benefits of becoming a member of CASE is that these Contract Documents, as well as various guideline documents and tool kits, become freely available to help you function more effectively in the business of Structural Engineering. These CASE documents can be purchased by non-members from the online bookstore at www.acec.org. The CASE Contracts Committee may be contacted through Brian L. Schmidt, P.E., Chairman of the Case Contracts Committee, at Bschmidt@gcwallace.com.▪

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