

# ACEC Announces Release of Document 31



Engineering Agreement Between  
Client and Engineer

June 26, 2009

# Preface

- Document 31 was first issued in 1981
- Major thrust of this redraft was to reach an equitable agreement between Client and Engineer that protects the interests of both.
- The document was prepared on the basis of use on small to medium-sized projects where the Engineer is the lead consultant, or is one of several consultants retained by the Client.

# Preface cont'd...

- This document can be used where construction is involved, or for feasibility studies, front-end engineering design, and other project management roles.
- The distinction between “Basic Services” and “Additional Services” has not been retained in this edition.



# Agreement



- Documents that are incorporated into the Agreement must be identified and listed.

# General Conditions

- Part 1
  - delineates rules for the interpretation of the Agreement.
- Part 5
  - delineates in general terms the responsibilities of the Engineer.



# General Conditions cont'd

- Part 6
  - provides for the circumstance where the Client fails to retain the services of other specialists necessary in order for the Engineer to properly perform the Services.



# General Conditions cont'd

- Part 6 cont'd



- also addresses the troublesome area where Engineers are involved in assisting in tender calls, requests for proposals and preparation of contracts.

# General Conditions cont'd

- Part 7



- applies only when the Construction Administration Services have been included in the Agreement.



# General Conditions cont'd

- Part 11



- rights and obligations on the parties with respect to the ownership, use and misuse and related proprietary rights of the Engineer.

# General Conditions cont'd...

– Document 31 takes the position that :

- (a) the Engineering Documents are the property of the Engineer;
- (b) the copyright in the Engineering Documents and in the executed Work is the property of the Engineer, and
- (c) the intellectual property rights developed or used by the Engineer in performing the Services remain the property of the Engineer.



# General Conditions cont'd...

- It also states that the Client is not entitled to use the Engineering Documents without having paid for them.



# General Conditions cont'd...

- Part 14
  - deals with risk management, grouping together the provisions in the Agreement concerning insurance and liability.



# Insurance

Requires Engineers to carry professional liability insurance of \$250,000 per claim and \$500,000 within a policy year



# Limitation of Liability

The nature of the engineering profession is such that errors and omissions do occur.



# Schedule A – Engineer's Scope of Services

- Schedule A
  - identifies the Services the Engineer will provide under the Agreement.



# Schedule B – Fees and Reimbursable Expenses

- Schedule B



- methodology for determining the Fees and Reimbursable Expenses payable.

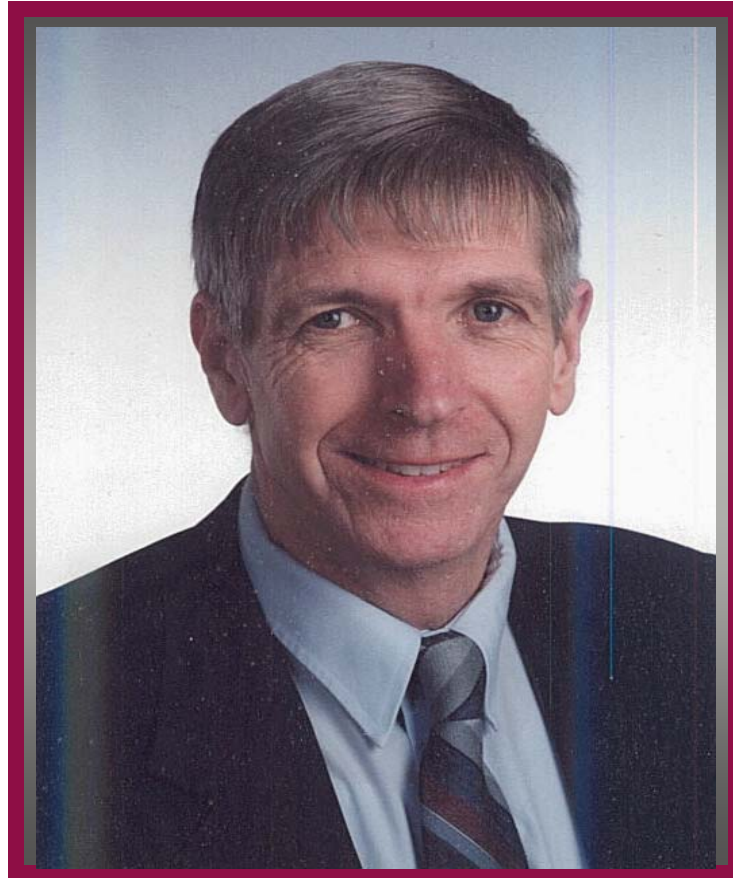




# Good News!

.....There is a Guide

# Welcome to John Collings



ACEC's New Contracts  
Committee Chairman

**THANK YOU!**



Questions, please come see me  
after this presentation.