

SHIREMANSTOWN BOROUGH COUNCIL
SHIREMANSTOWN BOROUGH STORAGE AND MAINTENANCE BUILDING

General Construction
Contract 15609.655-1

March 2024

Prepared by:
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Section 1
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RESPONSIBILITY OF THE ENGINEER AND ENGINEER'S CERTIFICATION

A. GENERAL

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract Agreement on the part of the Contractor.

B. OBSERVATION OF THE WORK

All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make his observations and construction review.

C. ACCEPTANCE OF WORK

The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work and interpretation of the Plans and Specifications.

D. ENGINEER IS OWNER'S REPRESENTATIVE

The Engineer shall be the Owner's representative during the construction period. The Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections or examinations to check the quality or quantity of the work. His efforts will be directed toward providing assurance for the Owner that the completed project will conform to the requirements of the Contract Document.

On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of Contractors.

The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

The Engineer will not perform or be responsible for any hiring, firing, supervision, superintendence, direction of personnel, use of equipment or the direction of the manner or method employed by the contractors, their subcontractors, agents, servants or employees, nor will the Engineer or his representatives be liable for any claims, suits, damages or liability from any omission or commission by the Contractors, their subcontractors, agents, servants or employees or any other entity in and during the construction or occurring thereafter or resulting from or incidental to the work of contractors, their Sub-Contractors, agents, servants or employees on said project.

The Engineer may, however, at the direction of the Owner, furnish full-time inspection to insure that the terms of the Contract provisions are being executed in the prescribed manner in addition to the above described responsibilities.

E. ENGINEERS CERTIFICATION

The following contract documents and specifications have been prepared in accordance with accepted engineering standards for contract execution, materials selection, installation, and operation. Any deviation from the standard or detailed guides or requirements enclosed herein will not be permitted without the prior written approval of the Engineer.

GIBSON-THOMAS ENGINEERING CO., INC.



Philip W. Brath,
Registered Professional Engineer
PE078663