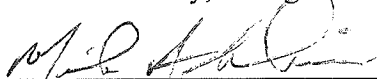


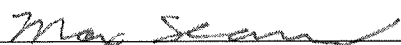
# A

**MEMORANDUM**  
**Purchasing Division**  
**Public Works**

**TO:** John T. Lockerby, Village Manager

**FROM:**

  
Mike Aleksic, Purchasing Agent

  
Max Slankard, Director of Public Works

**DATE:** March 9, 2018

**SUBJECT: AGENDA ITEM**  
**Morton Grove Water Commission**  
**Construction Engineering Services**

As you are aware, a major water main will be constructed within the Village of Skokie this year. The Village has secured funding from the Morton Grove Niles Water Commission to fund full time construction engineering observation for the duration of this project.

This project will span the width of the Village and there will be multiple active work zones at any time. This engineer will be on site full time to provide construction engineering services. This engineer will help the Village ensure any issues that are encountered during construction will be resolved quickly and appropriately to allow for the safe but expedient construction of the water main.

Pertaining to the construction engineering services, it is recommended that the Village utilize the services of TranSystems. This firm is on the Village's short list of qualified consulting engineers that would be employed on engineering projects which was formulated following a formal Qualifications Based Selection (QBS) process. TranSystems has been Project Consultant for both design and construction supervision services for various complex projects within the Village. In addition, it is requested that the contract be awarded without need for further competitive bidding of the Engineering Services, as permitted under the provisions of the Illinois Professional Services Selection Act. This recommendation is predicated on the need to provide continued known service for similar type of work, continuity to the project area, and the firm's knowledge of this project. This is coupled with their very satisfactory past work performance. Based on these factors, it is strongly desired to retain the services of this firm for this next Project. Village staff has negotiated with TranSystems on their services cost. The Construction Engineering Services fees proposed by TranSystems is within the budget and typical range for these services.

Pertaining to the dollar amount for the construction engineering services, the total of \$151,840 includes construction supervision services and documentation required for this project. Village staff will also be involved in the field work. Thus, it is recommended that the Mayor and Board of Trustees authorize the award of a contract to **TranSystems** Schaumburg, Illinois, in the not to exceed amount of **\$151,840, for Construction Engineering Services** for the Morton Grove Niles Water Commission project.

John T. Lockerby

March 9, 2018

Page 2

In conclusion, we ask that you please present this recommendation to the Mayor and Board of Trustees for review and approval at the March 15, 2018 regularly scheduled meeting:

1. Resolution authorizing the Mayor/Village Manager to execute the subject Engineering Services Agreement with TranSystems.

The required Resolution has been prepared by Corporation Counsel.

The project is planned to be substantially completed this fall. Attached is a Project Location Map.

Please contact us if there are any questions.

#### Attachments

cc: Michael Lorge, Corporation Counsel  
Jason Wicha, Assistant Village Manager  
Erik Cook, Director of Engineering  
Jean Scher, Water and Sewer Superintendent  
Russ Rietveld, Senior Engineer  
Julian Prendi, Finance Director

THIS RESOLUTION MAY BE CITED AS  
VILLAGE RESOLUTION  
  
**18-3-R-**

**A RESOLUTION APPROVING AND AUTHORIZING A LOCAL AGENCY  
AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES WITH  
TRANSYSTEMS CORPORATION FOR THE MORTON GROVE NILES  
WATER COMMISSION PROJECT IN THE VILLAGE OF SKOKIE**

1           **WHEREAS**, the Village of Skokie (hereinafter "Village") has secured funding from the  
2 Morton Grove Niles Water Commission (hereinafter "Commission") for full time construction  
3 engineering observation for a major water main to be constructed at certain sites throughout the  
4 Village (hereinafter "Project"); and

5           **WHEREAS**, the Project will span the width of the Village with multiple active work sites at  
6 any one time and will require the services of an engineer on site full time to provide construction  
7 engineering services and help the Village ensure that any issues encountered during construction  
8 will be resolved quickly and appropriately to allow for the safe but expedient construction of the  
9 water main; and

10           **WHEREAS**, TranSystems Corporation, an engineering firm that has previously been  
11 utilized by the Village for both design and construction supervision services for various complex  
12 projects within the Village, is recommended to supervise this Project predicated on the need to  
13 provide continued known service for similar type work, continuity to the project area and  
14 TranSystems' knowledge of this Project; and

15           **WHEREAS**, the total cost for the construction engineering services is an amount not to  
16 exceed \$151,840. The Commission has agreed to pay the entire cost; and

17           **WHEREAS**, in order to commence the Project, the Village must enter into a Construction  
18 Services Agreement for Federal Participation with TranSystems Corporation, a copy of which is  
19 attached hereto as Exhibit "1", for an amount not to exceed \$151,840 which includes construction  
20 supervision services and documentation required for this Project; and

21           **WHEREAS**, the Village Manager recommended to the Mayor and Board of Trustees that the  
22 Construction Services Agreement for Federal Participation with TranSystems Corporation, be  
23 approved substantially in the form attached hereto and marked as Exhibit "1", subject to changes  
24 approved by the Village Manager or designee and the Corporation Counsel of the Village of Skokie;

25           **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village  
26 of Skokie, Cook County, Illinois that the Construction Services Agreement for Federal Participation  
27 with TranSystems Corporation, a copy of which is attached hereto and marked Exhibit "1", or  
28 subject to changes approved by the Corporation Counsel and Village Manager or designee, be and  
29 the same is hereby approved.

30           **BE IT FURTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Skokie,  
31 Cook County, Illinois that the Village Manager is hereby authorized to execute the Construction  
32 Services Agreement for Federal Participation with TranSystems Corporation, a copy of which is

1 attached hereto and marked Exhibit "1", subject to changes approved by the Corporation Counsel  
2 and Village Manager or designee.

3 **PASSED** this day of March, 2018.

4  
5 Ayes:

\_\_\_\_\_  
Village Clerk

6 Nays:

7 Absent:

Approved by me this day of  
8 March, 2018.


9 Attest:

10  
11  
12 \_\_\_\_\_  
13 Village Clerk

\_\_\_\_\_  
Mayor, Village of Skokie

14

Exhibit 1

Local Public Agency Village of Skokie	LOCAL AGENCY	 Illinois Department of Transportation  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant TranSystems
County Cook			Address 1475 E. Woodfield Road, Suite 600
Section			City Schaumburg
Project No.			State IL
Job No.			Zip Code 60173
Contact Name/Phone/E-mail Address Erik Cook - (847) 933-8231 erik.cook@skokie.org			Contact Name/Phone/E-mail Address Lou Beugnet - (847) 354-5732 lgbeugnet@transystems.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

Project Description				
Name	Route	Length	Structure No.	N/A
Name <u>East Segment MGNWC 30" Water Main</u> Route <u>various</u> Length _____    Structure No. <u>N/A</u>				
Termini _____				
Description: Act as Owners Representative for the Village of Skokie for the installation of a new 30" water supply transmission main constructed by the Villages of Morton Grove and Niles as it runs through the Village of Skokie.				

Agreement Provisions

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

**NOTE:** For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
- m. Revision of contract drawings to reflect as built conditions.
- n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER'S work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER'S work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER'S error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
  12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  FF = 37% DL

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
  7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
  8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.



6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.





**PROJECT DESCRIPTION**

The new Morton Grove / Niles (MGN) water transmission main requires construction spanning the entire width of the Village of Skokie. While the MGN team will oversee the construction of the entire project, TranSystems will represent the Village of Skokie during the construction of the 21,000 linear feet of 30 inch diameter water transmission main.

**SCOPE OF SERVICES**

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. **Project Initiation**
  - Attend the preconstruction conference.
2. **Construction Administration**
  - Attend periodic construction progress meetings.
  - Respond to requests for information from the Owner as needed.
3. **Field Observation (1,504 Hours)**
  - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
  - Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.
4. **Project Closeout**
  - Provide construction inspection services as requested the Owner.
  - Prepare written punch lists during inspections.



