

**ADDENDUM TO THE
CITY OF AKRON
AKRON ENGINEERING BUREAU
CONSTRUCTION AND MATERIAL SPECIFICATIONS
2008 EDITION**

101 DEFINITIONS AND TERMS

The following section is a supplement to CMS General Provisions 101.

101.40 Bid. “Bid” and “Proposal” are equivalent terms. See “Proposal” City of Akron CMS Item 101.20.

101.41 Bid Book. “Bid Book” and “Proposal Book” are equivalent terms. The following documents make up the Bid Book: Legal Notice; Instruction to Firms; Proposal Form; Contract Agreement; and Post Bid Project Forms and Information.

101.42 Bid Form. “Bid Form” and “Proposal Form” are equivalent terms. See “Proposal Form” City of Akron CMS Item 101.21.

101.43 Bidder. “Bidder” and “Proposer” are equivalent terms. See “Bidder” City of Akron CMS Item 101.03.

101.44 Bond, Bid. Also known as Proposal Guarantee. See “Proposal Guarantee” City of Akron CMS Item 101.22.

101.45 Bond, Payment. A Bond that is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract. See “Contract Performance Bond” City of Akron CMS Item 101.10.

101.46 Change Order. A written instrument prepared by the Engineer and signed by the City and Contractor stating their agreement upon modifications to the Contract including one or all of the following: (1) the change in the Work; (2) the amount of the adjustment, if any, in the Contract Sum; and (3) the extent of the adjustment, if any, in the Contract Time. Also, Contract Modification.

101.47 Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, Geotechnical Data Report, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to the General Conditions on or after the effective date of the Agreement.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order of precedence: (i) the Agreement between City and Contractor; (ii) Special Conditions/ Provisions, if any; (iii) Supplemental Specifications, if any; (iv) the Drawings; (v) the Geotechnical Baseline Report, if any; (vi) the Geotechnical Data Report, if any; (v) the City of Akron, Construction and Material Specification, 2008 Edition; and (viii) Stormwater Pollution Prevention Plan, if any. Calculated dimensions will govern over scaled dimensions.

101.48 Contract Time. Contract Time is the number of Calendar Days or the dates provided in the Contract Documents for sub-final acceptance of the Work. Contract Time includes any adjustments as authorized by Change Order.

101.49 Drawings or Contract Drawings. The drawings, plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the contract documents. Also known as Plans. See "Plans" City of Akron CMS Item 101.18.

101.50 Final Acceptance. When the Work is deemed completed by the Engineer in accordance with the terms and conditions of the Contract Documents, without exception. Final acceptance shall be no sooner than at the end of the one-year guarantee period after sub-final acceptance.

101.51 Final Payment. The payment to the Contractor which takes place after the one-year guarantee period and is anticipated to include any and all previously unpaid charged incurred by the Contractor in completing the Work as well as other eligible amounts, including eligible remaining amounts of retainers.

101.52 Notice of Award. The written notice of acceptance of the Bid by the City to a Bidder stating that upon compliance by the Bidder with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the agreement. See City of Akron CMS Item 103.02.

101.53 Notice to Proceed. Formal notification to a Contractor, requesting the start of the Work.

101.54 Sub-Final Estimate/Sub-Final Payment. As soon as practicable after the Engineer deems the Work substantially complete, Contractor shall prepare the Sub-Final Estimate for Sub-Final Payment based on the actual quantities of completed and accepted work performed under this contract. Such Sub-Final Payment shall be approved by the Engineer, after which the City shall pay the entire sum found to be due, after deducting all previous payments made. All prior estimates are subject to correction in the Sub-Final Payment.

101.55 Sub-Final Acceptance. Unless otherwise stated, the date certified by the Engineer when the Work is sufficiently complete, in accordance with the Contract Documents, so that the City can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work, seasonably restricted work and any final cleaning or minor documentation that does not affect the City's use in any way, may remain unaccomplished at sub-final acceptance.

The following items required by the Contract Documents must be submitted to and accepted by the Engineer prior to sub-final acceptance:

- A. All equipment testing and commissioning
- B. Final O&M Manuals
- C. All warranties and guarantees
- D. Record documents
- E. Spare parts and maintenance material
- F. Instruction of City's personnel

END OF SECTION