

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

108 Prosecution and Progress

The following is a replacement of CMS Prosecution and Progress 108.06

108.06 Time for Completion. The Contractor shall have completed the Work on or before the time specified in the proposal, or on or before a later date determined as specified herein, otherwise the Service Director shall proceed as provided in 108.07 or 108.08. Time is of the essence of the Contract. No claim for an extension of time will be finally approved until the United States Environmental Protection Agency and Ohio Environmental Protection Agency approve that claim pursuant to the Force Majeure provisions of the Consent Decree lodged by the City in the case styled *United States of America v. The City of Akron*, Case No. 5:09- CV-00272 in the United States District Court for the Northern District of Ohio, Eastern Division. Any extension of time will be at the City's sole discretion.

If the Contractor finds it impossible for reasons beyond his control to complete the Work by the date as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Delays caused by weather or seasonal conditions should be anticipated and will be considered as the basis for an extension of time only when the actual workdays lost exceeds the number of work days lost each month due to inclement weather as determined by the following schedule:

<u>Month</u>	<u>Number of Work Days Lost Due to Weather</u>
May.....	5
June.....	5
July.....	4
August.....	4
September.....	5
October.....	6
November.....	6

The time between December 1 and April 30 is considered winter months and no extensions will be granted for this time. A workday will be counted as lost if the Contractor's efficiency is reduced more than 50 percent on the critical item under construction at that time. Weekends and holidays will not be counted as lost workdays.

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by the Engineer, or for any reason deemed necessary by the City, then the time for completion shall be extended for such reasonable time as the Engineer may determine. The Contractor agrees to complete the Work within the Contract time as thus extended. Such delays or extensions shall not be

grounds for claims by the Contractor for damages for additional cost, expenses, overhead or loss of profit, or any other compensation, except for idle machinery or equipment as provided under 108.03 herein.

END OF SECTION