

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

110 CONSENT DECREE PROVISIONS

The following section is a supplement to CMS General Provisions Section 100.

110.01 Definitions.

Achievement of Full Operation. Completion of construction and installation of equipment or infrastructure such that the equipment or infrastructure has been placed in full operation, and is expected to both function and perform as designed, plus completion of modified operations and maintenance manuals, if applicable. Certain specified CSO and WPCS Control Measures set forth in Akron's LTCP Update may consist of separate components. For those specified CSO and WPCS Control Measures, "Achievement of Full Operation" shall not be achieved until the last component is completed.

Consent Decree or Decree. 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.

Long Term Control Plan Update or LTCP Update. The approved plan that the City of Akron developed in accordance with Attachment A of the Consent Decree and submitted in accordance with conditions set forth in cover letter dated November 15, 2011.

110.02 LTCP Update Critical Milestone. The Consent Decree milestone for Achievement of Full Operation of the <DP: Insert Project Name> is <DP: Insert Project Date>

The following stipulated penalties shall accrue for the failure to timely implement any requirement, including any required deadline and milestone, in the approved LTCP Update, or failure to make the required changes to address any deficiencies in the LTCP Update in accordance with the Consent Decree.

Period of noncompliance	Stipulated Penalty
1 st to 30 th day of violation	\$1,500 per day per violation
31 st to 60 th day of violation	\$3,000 per day per violation
After 60 days of violation	\$5,000 per day per violation

110.03 Indemnification. Contractor further agrees to indemnify, defend, save and hold the City, and their respective officers, employees, representatives, agents, free and harmless against all liquidated damages and stipulated penalties charged to or assessed against the City by the United States Environmental Protection Agency or Ohio Environmental Protection Agency based on the failure to meet all required deadlines and milestones set forth in the contract documents and Consent Decree, if Contractor fails to perform the Work in strict compliance with the contract documents and places the City at risk for not meeting the Consent Decree.

END OF SECTION

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