

6. Work shall commence within 10 calender days of issuance of permit from Division of Factory and Buildings.
7. All work shall be completed within 45 working days. Allowances will be given for days that are determined by ODOT to be inclement.
8. Contractor shall obtain all necessary permits required for the performance of the work.
9. Compliance to all governmental regulations applying to this work, and, the safety of employees, shall be strictly followed.
10. A supervisor or foreman shall be on site at all times during the performance of the work.
11. Contractors are guaranteed an 8 hour work day Monday thru Friday, except holidays. Contractor shall establish work hours with the District representative.
12. Contractor shall make every effort to keep the work area clean and safe.
13. Contractor shall provide dumpster, including disposal cost, for debris.
14. Out of town contractors shall assume all responsibility for lodging, food and any other expenses involved with performance of this work. This includes all extra travel expenses incurred because of delays that were not in the control of ODOT.

G. ODOT Provisions

NONE

H. Warranty

1. Minimum warranty for labor and materials on the building shall be one (1) year or the maximum warranty period offered by the manufacturer of a pre-fabricated building.
2. Minimum warranty period for labor on the roof shall be five (5) years.
3. Minimum manufacturers warranty for roof shingles shall be twenty (20) years.

I. Certification By Bidder

The Bidder hereby certifies that there is no pending or threatened legal action against such bidder or any associate entity relating to the infringement of patent rights concerning the design of any structures of the type to be supplied under this bid.

Should the bidder be successful in his bid, he shall pay all royalties and license fees.

He shall defend all suits or claims for infringement of any patent rights and shall save the State of Ohio from liability of the nature or kind including cost and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the State of Ohio.

Should such action as described above, be responsible for delay of completion of such structure beyond the specified completion date, the State of Ohio may assess penalty as it deems necessary.

CALCULATED
CHECKED

SPECIAL PROVISIONS

LAK-90-4.12

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