

General Conditions for On Site Services

These general conditions supplement and amend the conditions expressed in the bid/proposal documents and are complementary to the same. The terms Project Manager and site administrator are used interchangeably throughout this document.

ADMINISTRATION OF THE CONTRACT:

- A. The District will provide administration of the Contract.
- B. The Supplier shall familiarize itself with the progress and quality of the Work; and to determine if the Work is proceeding in accordance with the contract documents and the schedule. Supplier shall use reasonable care to guard against defects and deficiencies in the Work.
- C. Based on the District's observations of the Work; the District will review and approve the amounts due the Supplier and will determine what amounts, if any, are to be withheld from or back-charged to the Supplier for non-conforming work.
- D. The District will have authority to reject Work, which does not conform to the Bid, Proposal and/or Specification documents.
- E. The District's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

AIR POLLUTION: The Supplier shall perform the Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to:

- A. Nevada Revised Statute 445: Air Quality Regulation.
- B. Registering with the Clark County Health Department, all equipment requiring operating permits.
- C. Adhering to all Clark County Air Pollution Board regulations.

BUILDING PERMITS AND CODE COMPLIANCE: Certain elements of work may require the issuance of inspection permits. If required, the District's Purchasing representative shall direct the Supplier to obtain a permit from its Building Department. Permits are issued on a no charge basis and may be obtained by calling 799-7605. If a permit is required, the final invoice shall include a copy of the approved final inspection report and the signed permit from the District's Building Department. The Supplier is responsible for assuring that all work performed is in accordance with all applicable Building Codes. The Supplier shall be responsible for taking corrective action to ensure that any code deficiencies are immediately corrected.

COORDINATION:

- A. The Supplier shall coordinate its work with District's Project Manager. Supplier shall confine its operations, the placement and storage of equipment and materials, to limits directed by the Project Manager.

- B. The premises shall be kept free from accumulation of waste materials or rubbish caused by the work or the Supplier's employees. The premises shall be cleaned at the conclusion of each workday and all debris shall be removed from District property and disposed of properly.
- C. The District reserves the right to let other contracts in connection with this Work and requests the cooperation and coordination of the Supplier with others involved in the execution and installation of their work.
- D. The Supplier acknowledges the right of the District to utilize the premises to conduct normal daily operations including but not limited to various ongoing maintenance work tasks. The District shall not unreasonably interfere with the Supplier's work during the course of conducting its business.

FIELD MEASUREMENTS: The Supplier shall check and verify all field measurements; any omissions shall not relieve the Supplier from its responsibility for properly accomplishing the work.

FINAL INSPECTION AND ACCEPTANCE: When the Supplier considers that the Work is complete, notice shall be provided to the District. The District shall inspect the Work within three (3) working days and shall acknowledge acceptance of the Work through approval of invoices. All warranties, guarantees and other applicable requirements designated in the Contract Documents shall commence on the date of acceptance by the District.

FIRE PREVENTION: The Supplier shall conform to all Federal, State, local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Supplier.

- A. Tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water and weather and shall bear UL labels.
- B. Provide portable fire extinguishers compatible with the hazard in each work area. Wherever welding and burning are conducted, inflammable materials shall be protected and Supplier shall provide a fire watch during the burning and welding operation to ensure that protective measures are taken. The fire watch shall have fire extinguisher equipment available.

HAZARDOUS MATERIALS:

- A. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to all persons resulting from a material or substance, including but not limited to asbestos and lead encountered on the site by the Supplier, the Supplier shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the District in writing.
- B. The District shall take proper measures to verify the presence or absence of the material or substance reported by the Supplier and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the District and Supplier.

- C. The District shall not be responsible for materials and substance brought to the site by the Supplier.

REMEDY OF DEFECTS: The Supplier shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from during the period of the contract and for a period of one year from the date of final payment.

SAFETY OF PERSONS AND PROPERTY:

- A. Compliance shall be made with all applicable provisions of Federal, State and Municipal life safety standards and ordinances, to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Supplier shall continuously maintain adequate protection of all his work from damage and shall protect the District's property from injury or loss arising with this contract.
- B. In the event of temporary suspension of work during inclement weather or whenever the District directs, the Supplier shall protect the Work and materials against damage or injury or weather. If, in the opinion of the District, Work or materials have been damaged or injured by reason of failure on the part of the Supplier or any of its employees to protect the Work, such Work and materials shall be removed and replaced at no additional expense to the District.
- C. The Supplier shall take necessary measures to ensure that the work place remains smoke, drug and alcohol free. Supplier personnel shall conduct themselves in a professional and courteous manner. Profanity, crudeness, and/or other deviant behavior will not be tolerated. Supplier staff shall not wear attire that has obscene and/or suggestive logos and/or language. Firearms shall NOT be permitted on the project site.

SUPERVISION: The Supplier shall be directly in charge of the project and shall provide a competent superintendent as project representative and all directions given to him shall be as binding as if given to the Supplier. Such directions shall be confirmed in writing to the Supplier. The assigned District Project Manager shall be the sole spokesman for coordinating all field and work issues.