

GENERAL CONDITIONS

1. Contract Documents: The Contract Documents shall consist of the following component parts: The Agreement, General Conditions, Supplementary Conditions, Technical Specifications, Drawings, any Addenda issued prior to the agreement, and all modifications issued by the Landscape Architect after execution of this agreement such as Change Orders and other written interpretations for changes in the work. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, equipment and services necessary for completion of the proposed work.

2. Conflict of Documents / Bid Proposal: In the event any document which is a part of the Agreement is found to be in conflict with any other document which also is a part of the Agreement, the Contractor shall notify the Landscape Architect of such conflict for a determination as to the course of action to be followed. The decision of the Landscape Architect shall be binding.

3. Approvals: All samples, shop drawings or schedules required for approval shall be furnished by the Contractor as directed subject to approval by the Landscape Architect. The work shall be done in accordance with these approved items and the other Construction Documents.

4. Surveys, Permits and Regulations: Unless otherwise specified, the Owner shall furnish all surveys at his expense. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified to achieve proper conformity. Permits, licenses, royalties, and lien fees necessary for the prosecution of the work shall be secured and paid for by the Contractor.

5. Existing Conditions: Existing conditions including surface features, soil boring data and any underground utilities shown on the plans and/or referred to in the specifications are for informational purposes only and shall not be deemed as part of the plans and specifications. The Contractor shall make an examination of the site of the proposed work and completely familiarize himself with the nature and extent of the work to be encountered. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work which conditions or obstacles are readily apparent upon a visit to the site.

6. INSURANCE AND PROTECTION: The Contractor shall secure and maintain insurance coverages, in the amounts required and/or stipulated in the Special Provisions of the Agreement, protecting him from claims under workers' Compensation and Employer's Liability Insurance as required by law, Public Liability, Bodily Injury including death, and Property Damage which may arise in the course of carrying out the work under the Agreement. Certificates of such insurance shall be filed with the Owner and the Landscape Architect before commencing any of the work under this Agreement.

7. Guarantee Replacements: At any time during the guarantee period that a plant is found to be dead, it shall be replaced as soon as possible but no later than thirty days from the date of request by the Owner.

8. Maintenance: General Maintenance shall begin immediately after each plant is planted and shall be continued until all planting is accepted by the Owner or until certification by the Landscape Architect that the project is complete, whichever is sooner.

9. Clean-up: The Contractor shall daily clean up all debris, such as rope, wire, burlap, empty containers, rocks, etc., caused by his operations so that the site and any adjacent streets are left in a neat, orderly condition at the end of the day.

10. Protection and Handling of Plants: Insofar as is practicable, plant material should be planted on the day of delivery to the site. In the event that this is not possible, the Contractor shall protect the stock not planted.

11. Guarantees: All plant materials shall be guaranteed by the Contractor to be in vigorous growing condition from the date of the Owner's final acceptance of the completed project or from a date seven days after certification by the Landscape Architect that the project is complete, whichever comes first.

12. Landscaping Installation: The Landscape Architect shall inspect all work for completion upon request by the Contractor, such request to be received by the Landscape Architect at least three days prior to the desired inspection date.

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DRAPHIX INC 366214

DELETE. RE: SPEC. BOOK

Werner G. Henry and Associates, Inc. Planning, Consulting & Landscaping 519 Poplar Blvd., Houston, TX 77027-1898

Site Development for Champions Centre Estates Recreation Center



SPECIFICATIONS

L4 of 4

JOB CODE: CHAMPIONS-2 DRAWN BY: JCK DATE: 8-7-91 REVISIONS:

SEE ALSO: SPECIFICATION BOOK