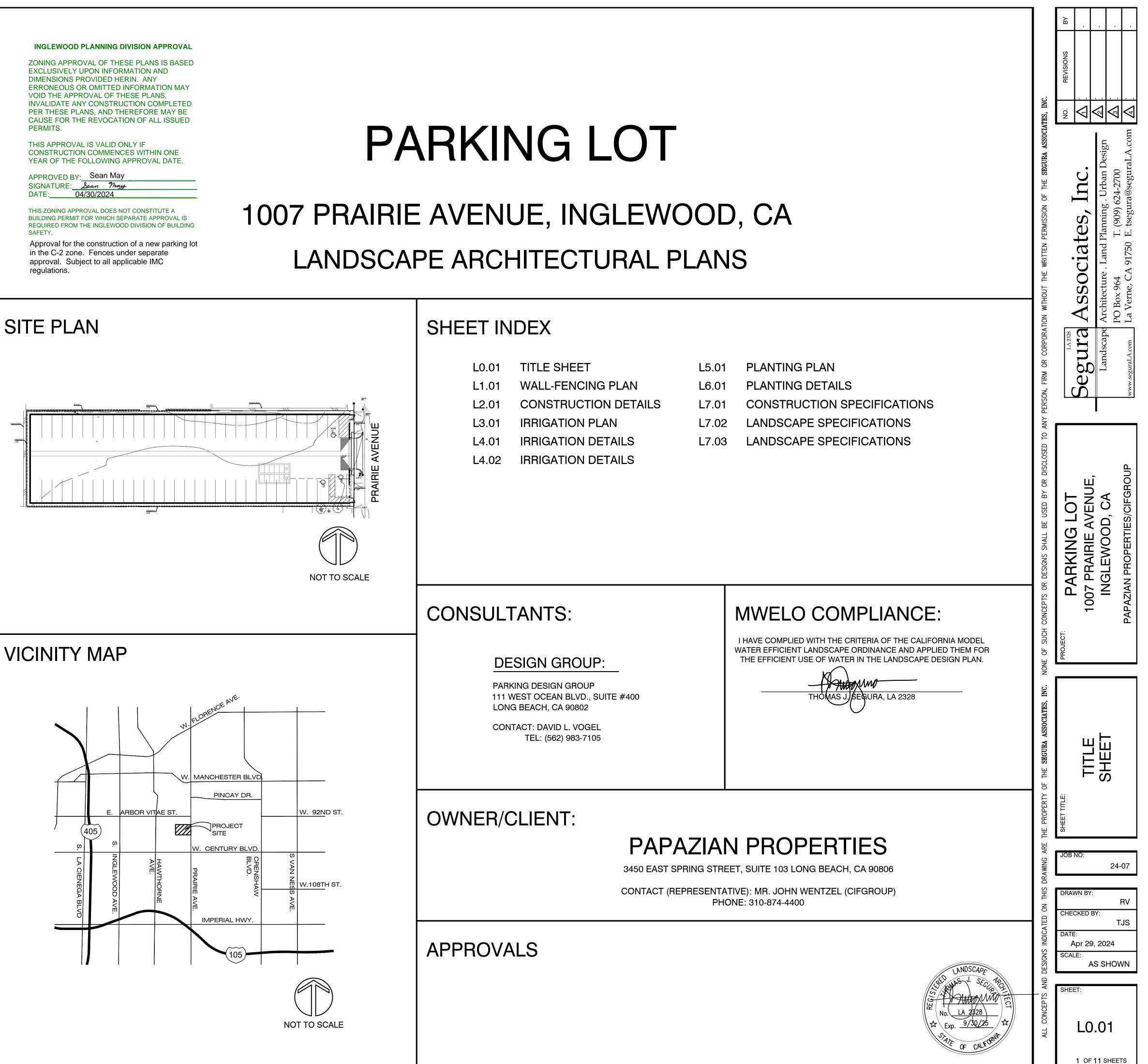
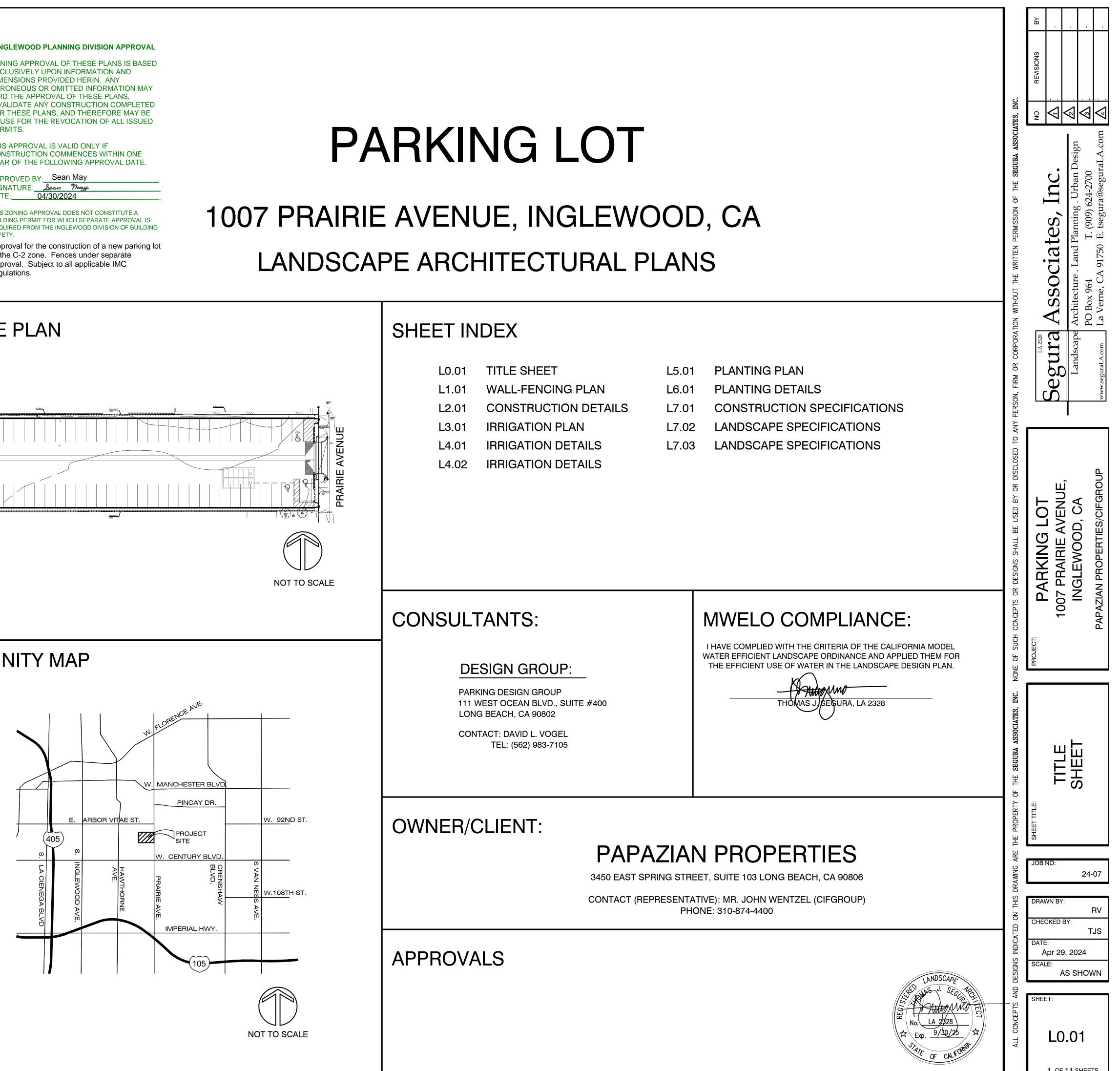
GENERAL NOTES

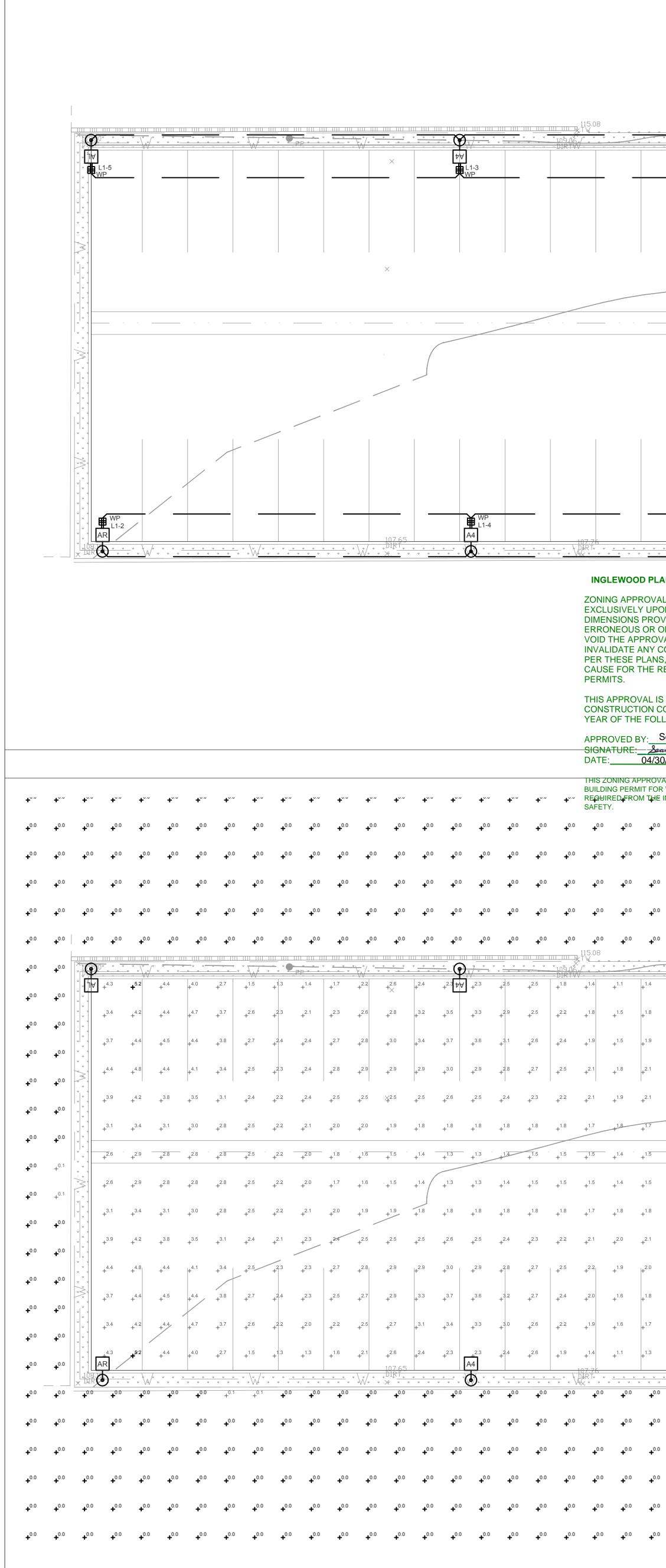
- CONTRACT DOCUMENTS: Shall consist of specifications and its general conditions and the 1. drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one, and whatever is called for by any part shall be as binding as if called for by all parts.
- 2. VERIFICATION: The contractor shall verify measurements on the drawings before beginning work. In case of error or discrepancy in the drawings or specifications or in work of others affecting his work, he shall notify the owner's representative immediately. The contractor shall be held responsible for any damage or loss due to his failure to observe these instructions.
- LICENSE: All work shall be performed by a C-27 California Licensed Landscape Contractor. 3.
- INSURANCE: The Contractor shall carry all Workman's Compensation, Public Liability and 4. Property Damage insurance as required by all applicable codes, regulations and the owner.
- 5. LANDSCAPE ARCHITECT'S LIABILITY: The owner and contractors, recognizing the inherent risks connected with construction, agree to limit any and all liability, claim for damages, cost of defense, or expenses to be levied against the Landscape Architect on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$50,000, or the amount of the Landscape Architect's fee, whichever is lesser.
- 6. CONSTRUCTION SAFETY: The design, adequacy and safety of erection, excavation, bracing, shoring, temporary supports, etc., is the sole responsibility of the Contractor, and has not been considered by the Landscape Architect or his consultants. The contractor is responsible for the stability of any structures and excavations and shall provide the necessary bracing to provide stability during the entire construction progress. Observation visits to the site by the Landscape Architect or his consultants shall not include inspection of the above items.
- 7. SURVEYS, PERMITS, REGULATIONS: The owner shall furnish an adequate survey of the property. The contractor shall obtain and pay for all permits and comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the contractor observes that a variance exists therewith he shall promptly notify the owner's representative in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work.
- 8. PROTECTION OF WORK, PROPERTY AND PERSON: The contractor shall adequately protect the work adjacent property and the public, and shall be responsible for any damage or injury due to his act.
- CHANGES IN THE WORK: The owner may order changes in the work. The contract sum being 9. adjusted accordingly. All such orders and adjustments plus claims by the contractor for extras must be made before executing the work involved.
- 10. PROVISIONS FOR EXTRAS: No new work of any kind shall be considered an extra unless a separate estimate is given for said work before it is commenced and until same is approved by the owner, and then not unless the owner first so ordered in writing and the particular extra work is specified in writing and the cost agreed upon between the owner and the contractor. Except for extra work ordered by the owner according to unit prices which have been bid, any extra work performed, not authorized as provided above, will not and cannot be paid for by the owner.
- 11. SUBSTITUTIONS: All materials shall be specified unless the contractor can establish the fact that they are unavailable, and substitutions are approved in writing by the Landscape Architect.
- 12. CORRECTION OF WORK: The contractor shall be re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanshi upon written notice from the project manager for a period of ninety (90) days from date of completion of the contract. The irrigation system shall carry a one year guarantee. The paragraph applies to the work of subcontractors as well as employees of the contractor.
- 13. LANDSCAPE COORDINATORS STATUS: The landscape coordinator acts as the authorized representative of the owner in conjunction with the project manager, and has the authority to accept of reject materials or workmanship and to make minor changes in work not involving extra cost. He will also interpret the meaning of the contract documents and may stop the work if necessary to insure its proper execution.
- CLARIFICATION OF DRAWINGS BEFORE BIDDING: After reviewing the drawings thoroughly it 14. is the contractors responsibility to clarify with the Landscape Architect or owner's representative, any questions the contractor may have regarding the method of construction, quantities, or quality of materials indicated or called out. If the contractor cannot contact the Landscape Architect or owner's representative, the contractor must qualify his bid or accept the interpretation of the Landscape Architect or owner's representative on the questionable areas as they develop during construction.
- 15. SAMPLES: The Landscape Architect reserves the right to take and analyze samples of materials for conformity to specifications at any time. The contractor shall furnish samples upon request by the Landscape Architect. Rejected material shall be immediately removed from the site and replaced at contractors expense. The cost of testing materials not meeting specifications shall be paid for by the contractor.
- PRE-CONSTRUCTION CONFERENCE: Schedule a pre-construction meeting with the Landscape 16. Architect at least 7 days before beginning work. The purpose of this conference is to review any questions the contractor may have regarding the work administrative procedures during constructions and project work schedule.
- 17. COMPLETION: Completion is defined as being when all conditions of the contract have been accomplished. Specifically when all items are installed, the areas cleaned and the maintenance period satisfactorily completed, and then all special tools and equipment, instructions, written guarantees, as -built plans, lien releases and any items required by the contract documents have been properly executed and delivered to the owner. The Landscape Architect shall have full authority to accept or reject the contract items and will promptly notify the owner of completion.
- GUARANTEE: In addition to specified guarantees provided for in the separate sections of the 18. specifications, the contractor shall guarantee in writing all workmanship and materials to be free from defect for a period of one year from the date of acceptance of the work by the owner without additional cost to the owner.
- DISCREPANCIES NOTE: Contractor shall verify all square footage measurements and quantities 19. indicated on legends and plans prior to submitting bids. The contractor shall notify the owner and landscape architect in the event the plan take offs and the contractors take offs do not match. Upon placing bid quotations, the contractor shall be held responsible for any material discrepancies and labor if written notification was not issued to the owner or landscape architect prior to placing bid quotation.



THIS APPROVAL IS VALID ONLY IF CONSTRUCTION COMMENCES WITHIN ONE YEAR OF THE FOLLOWING APPROVAL DATE.







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