



SCOPE Update: October 24, 2023

ADDENDUM “D”

GRADING SCOPE OF WORK

This Exhibit is intended to supplement the TRADE CONTRACT AGREEMENT. In the event that there is a conflict in language or intent, the TRADE CONTRACT AGREEMENT and its terms and conditions shall prevail.

The TRADE CONTRACTOR under this Agreement has represented itself as an expert and as such has included in Schedule of Prices, all of the following unless noted otherwise, labor, material, installation, storage, transportation, supervision and all applicable taxes, permits and inspection/re-inspection fees. Construction Drawings, described in the Description of Materials, listed herein or not specifically shown, but reasonably inferable for the completion of the project indicated, shall be included as part of this TRADE CONTRACT AGREEMENT.

After the TRADE CONTRACT AGREEMENT has been executed between both parties, it shall be the responsibility of the TRADE CONTRACTOR to review with (and provide a signed copy to) his/her field personnel. This shall assure CONTRACTOR and Superintendent the Terms of the TRADE CONTRACT AGREEMENT and particularly the Scope of Work that pertains to the type of materials and workmanship that will be installed.

GENERAL INFORMATION

A. Purpose of this document

This document defines both CONTRACTOR and TRADE CONTRACTOR responsibilities in each phase of construction. It is intended as a checklist that will define CONTRACTOR’S standard of quality and professionalism. The Grading TRADE CONTRACTOR’S work will not be considered complete until all specifications herein contained are fully met.

SCOPE OF WORK

This TRADE CONTRACTOR shall include all labor, tools, material, equipment, etc. to complete the work per this agreement as required by plans, customer selection sheet, and individual lot conditions as identified but not limited to each task in “Exhibit B-1” and below.

1. Rough Grading, D/W Cut
2. Foundation Grading
3. Backfilling
4. Stucco Grade
5. Final Grade
6. Clearing, Scrape Lot and Build Pad
7. Stockpiles
8. Curb Removal
9. Importing and Exporting Fill
10. Inspections of Compaction
11. All fees, permits
12. Clean Up

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GENERAL REQUIREMENTS (applies to all aspects of above mentioned scopes)

1. All specialty item pricing will be returned to Purchasing within 48 hours of receiving price request. If pricing is not received within this time frame, CONTRACTOR will assign prices. Specialty items include miscellaneous items that were not included in original bid or options offered through the Design Center/Sales as buyer specific options.
2. TRADE CONTRACTOR agrees to a 7-day work week during construction of models at no extra charge.
3. **Before and while proceeding with the job, the TRADE CONTRACTOR shall accurately check everything previously or contemporaneously done by other trades in any way relating to the work performed pursuant to its Agreement, and determine the correctness of it to ensure its work is not placed over previously faulty workmanship. Any failure on TRADE CONTRACTOR'S part to detect or report such discrepancies to the CONTRACTOR, in writing, shall relieve the CONTRACTOR of any and all claims by TRADE CONTRACTOR for costs, expenses or damages resulting there from. Trade contractor is not to construct over faulty work, and will make every effort to determine if previous work is accurate and notify contractor of any deficiencies.**
4. TRADE CONTRACTOR shall be responsible for inspection of home site for trash, debris and any damage prior to commencement of work. TRADE CONTRACTOR is to report any trash, debris, or damage to the builder immediately or will be held responsible for the cost to remove, sweep or repair/replace any damage to the home. TRADE CONTRACTOR shall place all debris caused by work of this agreement in designated area and leave home site clean on a daily basis.
5. TRADE CONTRACTOR has **48 hours** from notification of any QA and/or New Home Presentation (NHP) list items to complete the items, and 72 hours from notification of a superintendent punch list item. **TRADE CONTRACTOR has 48 hours from notification to respond to any service work order issued for warranty work.** Failure to do so will result in a \$100 per day penalty, unless written authorization is received and approved by a Park Square representative.
6. TRADE CONTRACTOR shall not drive or park on common areas, lots (unless designated by PSH Builder) or driveways, with the exception of loading or unloading construction material only.
7. Contract is not limited by items listed herein.
8. TRADE CONTRACTOR shall furnish all labor, materials, tools, and equipment, to provide a complete system of grading in accordance with the requirements set by the S.B.C, depending on location, of all Federal, State and municipal laws, codes, ordinances, regulations, or any local area codes having jurisdiction and in accordance with the civil plans and specifications.
9. Notwithstanding the above noted items, this TRADE CONTRACTOR has totally familiarized himself with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra charges allowed unless design changes in writing.
10. TRADE CONTRACTOR shall provide and install all work in accordance with CONTRACTOR specifications, FHA and VA Minimum Property Standards, local municipalities and government agencies, State of Florida Codes, ordinances and

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statutes, the specifications hereinafter set forth and any standard production changes incorporated in the model unit(s).

11. All work shall be completed in accordance with the schedule established by the Superintendent. TRADE CONTRACTOR shall be responsible to meet with the Superintendent on a weekly basis to review deliveries not installed the same day.
12. TRADE CONTRACTOR shall honor PSH warranties.
13. TRADE CONTRACTOR responsible to correct all deficiencies found by CONTRACTOR'S Superintendent or local municipality in a timely fashion and prior to invoice submittal.
14. TRADE CONTRACTOR'S representative will physically inspect and approve all work within 24 hours of completion of said work.
15. TRADE CONTRACTOR shall supply, at no additional cost to the CONTRACTOR, any and all hand work necessary to complete all grading phases to the total and complete satisfaction of the CONTRACTOR'S Superintendent, including raking.
16. TRADE CONTRACTOR shall be responsible to bring to the Superintendent's attention, any discrepancies in workmanship that could affect his trade.
17. TRADE CONTRACTOR shall have received a V.P.O. from CONTRACTOR before beginning any extra work, with an agreed upon price.
18. TRADE CONTRACTOR shall supply CONTRACTOR with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis (where applicable).
19. TRADE CONTRACTOR is responsible to haul fill **to or from** project site.
20. Lots will be root raked at the Superintendents discretion.
21. TRADE CONTRACTOR shall protect and avoid damage to underground equipment. Call dig alert prior to starting work. All utilities shall be clearly marked on plot plan by CONTRACTOR.
22. Any damage resulting from grading (i.e. concrete walks, pads, brick-paint, stucco, etc.) is to be repaired at TRADE CONTRACTOR'S expense.
23. All lot lines are to be left in an even and clean condition.
24. The lump sum price includes a total and complete grading job at each phase of construction, as necessary, for all lots.
25. All work is to be done in strict accordance with precise Grading Plans shown on the project civil drawings.
26. TRADE CONTRACTOR shall complete all grading necessary to satisfy the requirements of the approved grading plan. All grading shall conform in every required manner to the grading specifications and other pertinent code requirements. In all cases where the grading plan conflicts with the City requirements, TRADE CONTRACTOR shall get directions from the CONTRACTOR'S Superintendent before proceeding with the portion of work in question.
27. All roads and curbs/gutters must be broom swept at completion of all phases of grading/excavation.

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28. TRADE CONTRACTOR is responsible to not touch or move any surveyor stakes or pins. Any stakes moved or altered will be replaced at TRADE CONTRACTOR'S expense.
29. During the rough and finish lot grading operation, the SUBCONTRACTOR shall be aware of the property corner hubs which may be needed for other trades and for final surveys. Should hubs be removed by the lot grading, replacement of hubs by engineering company shall be at the TRADE CONTRACTOR's expense.
30. Any grading done off of lot must be approved in writing by Contractor.

EXCAVATION/BACKFILLING

1. Utility trench/culverts, if required, to be dug out to proper width and depths per plans, codes and OSHA requirements.
2. Any utility trench, excavated by others, is to be back filled and compacted properly according to codes, soil reports, OSHA requirements and plans.
3. Service location shall be correct and back filled flat and per plot plan to maintain drainage swales.
4. TRADE CONTRACTOR shall insure that there is proper sand depth, gravel or approved material in top and bottom of trench as required by code.
5. TRADE CONTRACTOR shall backfill grade as required to provide finished grade designated by the site plot plan, verified to match site civil plans and will be responsible for proper drainage.
6. Care is to be given to protect and keep damage free all concrete, sidewalk, unit(s), streets, brick and any other utility collars.
7. Do not place dirt or backfill material on streets, curbs, concrete etc.
8. All utility boxes and vaults are to be at finished grade and shall be plumb level and square at completion of grading work.
9. TRADE CONTRACTOR is responsible to haul necessary fill dirt to, or from, project site.
10. Stockpiles, if approved, shall be located on plastic sheet, in areas designated by BUILDER, in order to maintain proper lot grade. Any stockpile that exceeds 10 feet in height shall be graded flat or removed as requested by the BUILDER.
11. The cost of backfilling pools is not included in the base contract price per lot and will be billed extra, upon request to do the work. Excess pool excavated material, not used for backfill, will be hauled from site at the agreed upon rate for each community or stockpiled, at the direction of the CONTRACTOR.
12. TRADE CONTRACTOR shall be responsible for proper back-fill compaction per soil reports, codes and requirements.
13. CONTRACTOR will pay for compaction tests. If the test fails, grading TRADE CONTRACTOR will re-compact all of the area stated on the report at no charge and pay for re-testing.
14. TRADE CONTRACTOR is responsible for identifying any utility line locations, and will be responsible for any damage that occurs to any utilities during all excavation phases.



15. Streets to be free of dirt per SWPPP program.

LOT CLEARING/SCRAPE LOT

1. It is the TRADE CONTRACTOR's responsibility to be aware of the type of drainage between unit(s), visible to an untrained eye and measure with proper equipment during each phase of grading.
2. The TRADE CONTRACTOR shall haul off all scraping materials within 24 hours of clearing the lot and building the pad.
3. CONTRACTOR will provide TRADE CONTRACTOR with the center of pad stake indicating the finish floor elevation clearly marked. Pad is to be graded to an elevation of 10" below finish floor, unless directed otherwise by the BUILDER.
4. TRADE CONTRACTOR is responsible for the cost to replace any grade stakes disturbed during the lot clearing. Special attention should be given to protect all property corners and grade stakes.
5. TRADE CONTRACTOR to build house pads to meet the requirements of the project civil drawings. Any deviation must be in writing from the CONTRACTOR.

FOUNDATION GRADING

1. It is the TRADE CONTRACTOR's responsibility to be aware of the type of drainage between unit(s), visible to an untrained eye and measure with proper equipment during each phase of grading.
2. Foundation Grading to occur as per the project schedule and as directed by the BUILDER.
3. It is the responsibility of the TRADE CONTRACTOR to inspect the lot, before starting the foundation grade, to verify the Block Mason has raked back all debris a minimum of 18" from the perimeter of the exterior walls. Notify BUILDER immediately if this has not been done.
4. TRADE CONTRACTOR will clean up all left over concrete/block during the foundation grading, establish side yard swales and leave the lot slicked over and clean.
5. TRADE CONTRACTOR will establish 8" cut from finish floor at all exterior walls and 4" cut from any exterior flatwork. Grade should be made to ensure a balanced lot and minimal excess dirt.
6. TRADE CONTRACTOR is responsible for any areas that require hand work grading as a result of the building configuration and this cost is included in the established foundation grading lump sum price.

STUCCO GRADING

1. It is the TRADE CONTRACTOR's responsibility to be aware of the type of drainage between unit(s), visible to an untrained eye and measure with proper equipment during each phase of grading.
2. Stucco Grading to occur as per the project schedule and as directed by BUILDER.
3. TRADE CONTRACTOR to maintain 8" cut from finish floor at all exterior walls and 4" cut from any exterior flatwork.
4. TRADE CONTRACTOR to leave the lot slicked over and clean.

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ROUGH GRADING/DRIVEWAY CUT

1. It is the TRADE CONTRACTOR's responsibility to be aware of the type of drainage between unit(s), visible to an untrained eye and measure with proper equipment during each phase of grading.
2. Rough Grading to occur as per the project schedule and as directed by the BUILDER.
3. It is the responsibility of the TRADE CONTRACTOR to inspect the lot, before starting the rough grade, to verify Stucco trade has raked back all debris a minimum of 18" from the perimeter of the exterior walls. Notify BUILDER immediately if this has not been done.
4. It is the responsibility of the TRADE CONTRACTOR to cut the driveway and walk locations as per the approved plot plan. Any deviation must be approved in writing by the BUILDER.
5. **The grading shall allow ¼" fall, per foot, or 2% away from the house, and shall be per plot plan, City, County and State codes unless specifically indicated otherwise by CONTRACTOR.**
6. TRADE CONTRACTOR is responsible to provide positive drainage so that standing water never accumulates on the lot.
7. TRADE CONTRACTOR shall make subgrade for all flatwork and driveways to +/- .10 as indicated on the approved grading plan and to the satisfaction of the BUILDER.
8. TRADE CONTRACTOR is responsible for any utility line locations, and will be responsible for any damage that occurs to any utilities during all grading phases.
9. During the Rough Grade/Driveway Cut phase, all swales will be graded according to the approved plot plan and confirmed to match the site civil drawings. TRADE CONTRACTOR is responsible for following grade stakes established by surveyor and shooting all grades at swales to confirm drainage will match the plot plan requirements.
10. TRADE CONTRACTOR is responsible for any areas that require hand work grading as a result of the building configuration and this cost is included in the established rough grading lump sum price.
11. TRADE CONTRACTOR will leave the lot clean, free of excess dirt and grades clearly established and verified per the plot plan.

FINAL GRADING

1. Final Grading is to occur as per the project schedule and as directed by the BUILDER.
2. TRADE CONTRACTOR must verify grade stakes are in place and not disturbed prior to proceeding with final grading.
3. Removal of all dirt spillage from street gutters, sidewalk, and driveways is a part of the TRADE CONTRACTOR'S clean-up responsibility and is included in this Contract. Clean and blow off all street gutters, sidewalks, and driveways so they shall be free of dirt and debris.



- 4. TRADE CONTRACTOR shall grade as required to provide landscape TRADE CONTRACTOR with finished grade designated by the site plan and will be responsible for proper drainage.
- 5. TRADE CONTRACTOR is required to use laser level or string line to confirm all final grades match the plot plan and approved civil drawings. Side yards must have continuous and consistent slope based on the drainage type per plot plan.**
- 6. TRADE CONTRACTOR is responsible for any areas that require hand work grading as a result of building or flatwork configuration and this cost is included in the established final grading lump sum price.
- 7. Any dirt imported or exported at final grade is responsibility of TRADE CONTRACTOR. TRADE CONTRACTOR is responsible to balance fill at pad/haul and place fill stage.**
- 8. TRADE CONTRACTOR is responsible to return one time to rake/touch up final grade, following installation of irrigation and before sod is installed, to confirm all drainage matches the plot plan and approved civil drawings.
- 9. All labor and material is warranted from defects, for a period of one (1) year from date of closing.

I have read and agree to the above:

Company: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Park Square Homes

Date: _____