



SCOPE Update: August 23, 2005

ADDENDUM “D”

FIBERGLASS TUB/SHOWER UNITS 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 copy to) his field personnel. This shall assure CONTRACTOR and Builder the Terms of the TRADE CONTRACT AGREEMENT and particularly the Scope of Work that pertains to the type of materials and workmanship will be installed as negotiated.

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 Fiber Glass Tub and Shower TRADE CONTRACTOR’S work will not be considered complete until all specifications herein contained are fully met.

B. Relationship to other documents

Additional information and/or requirements are defined in:

- Option Selection Sheet
- Architectural Plans

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- Shop Drawings (as needed)
- Change Authorization Requests and Change Orders
- CONTRACTOR’S “Best Practices”
- Soils Report
- Product Requirements and Recommendations
- Plot Plan
- Addendum “A” Terms of Payment
 1. Exhibit A-1 Trade Contract Payment Schedule
 2. Exhibit A-2 Trade Contractor Administrative Procedure
- Addendum “B” Scheduling
 1. Exhibit B-1 Trade Capacity, and Material Lead Time
 2. Exhibit B-2 Community Schedule
 3. Exhibit B-3 Trades Specific Schedule
- Addendum “C” General Conditions
- Addendum “D” Scopes of Work
 1. Exhibit D-1 Trade Contractor’s Quality Checklist
(All items on the checklist must be completed prior to TRADE CONTRACTOR submitting for payment)
 2. Exhibit D-2 Community Specification

PAYMENT DEFINITIONS

Scheduled task payments will only be approved for payment after TRADE CONTRACTOR’S foreman has inspected and certified that all contract work is completed per the following criteria:

- a) All Trade Quality Checklist items have been completed 100% and accepted by Builder.
- b) All pick up work identified during inspection is completed, NO DEFICIENCIES REMAIN.
- c) The property is completely clean, safe and ready for next trade.
- d) Scheduled tasks have passed all State/Local municipality inspections, ordinances, statutes and requirements.
- e) All work has been installed and completed as per Contract Scope of Work, Community Specifications and Manufacturers Instructions and Recommendations.
- f) All related requirements per Builder have been completed.

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. Fiberglass Tub Surround
2. Fiberglass Tub (with Manufacturer issued protective liner or protection as specified by CONTRACTOR.
3. Integral Soap dish, Grab bar

All work performed under this Trade Contract agreement shall be in accordance with the plans, CONTRACTOR’S specifications, FHA and VA Minimum Property Standards, local

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municipalities and government agencies, State of Florida Codes, ordinances and statutes, the specifications hereinafter set forth and any standard production changes incorporated through an approved Change Authorization Request/Contract Change Order.

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

1. TRADE CONTRACTOR agrees to a seven day a week work schedule, at no extra charge, during the construction of the models.
2. Pick-up work (tub patching, etc.) is to be completed within 48 hours after notice given by Builder.
3. TRADE CONTRACTOR shall verify all fixture locations with Builder prior to prefabrication and delivery.
4. TRADE CONTRACTOR shall be responsible for all quantities of right and left hand units as applicable to the project. In the event the wrong quantity of rights and lefts are delivered, TRADE CONTRACTOR shall correct the shipment immediately.
5. After contract has been executed between both parties, it shall be the responsibility of the TRADE CONTRACTOR to review with (or provide a copy to) his field personnel. This shall assure CONTRACTOR and Builder the terms of the contract and particularly the Scope of Work that pertains to the type of materials and workmanship will be installed as negotiated.
6. TRADE CONTRACTOR shall be responsible for all drilling for showerheads, valves, or drains.
7. TRADE CONTRACTOR shall provide a 1 year limited warranty that covers the unit even if the dwelling changes hands. Warranty shall include defects in materials and workmanship that alter appearance or affect performance.
8. TRADE CONTRACTOR shall provide 3 year limited warranty that covers the unit even if the dwelling changes hands (for acrylic tubs). Warranty shall include defects in materials and workmanship that alter appearance or affect performance.
9. All option pricing will be returned to Option Coordinator within 72 hours of receiving option pricing request. If pricing is not received within this time frame, CONTRACTOR will assign prices.
10. The TRADE CONTRACTOR agrees to the terms and conditions that follow herein:
11. During the first year of the warranty period, which commences on the day that title transfers to the original buyer on the covered unit(s), the TRADE CONTRACTOR warrant's that the covered unit(s) will be free from:
 12. Defects in materials or workmanship.
 13. Defects in the plumbing system, including piping portions of the system.

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14. During the second year of the warranty period, one year after the day that title transfer is made to the original Buyer(s), the original TRADE CONTRACTOR warrants that the covered unit(s) will be free from: All connections to municipal water main and private water supply (except equipment, pumps, motors, valves, switches and related items) shall be the TRADE CONTRACTOR'S responsibility. Private systems shall meet applicable codes at time of construction. TRADE CONTRACTOR agrees to correct if failure is the result of faulty workmanship or material.

15. Responsibilities of the TRADE CONTRACTOR:

If a defect occurs on an item during the applicable part of the warranty period and the item is covered by this warranty the TRADE CONTRACTOR will repair or replace the defective item in a timely manner. (TRADE CONTRACTOR'S are required to call the Buyer or Management Company to set-up an appointment within 24-hours or by the end of the next working day after a warranty request has been phoned or faxed in to their office). Any repair or replacement procedure shall not extend the warranty period or any applicable part thereof.

Exclusions:

16. Any damage that is caused or made worse by:

17. Failure by the buyer/management company to give notice to the Original Builder/TRADE CONTRACTOR of any defects within a reasonable time.

18. Negligence in proper maintenance and/or operation by anyone of the systems warranted under this warranty.

19. Changes, alterations or additions made to the covered unit(s) by anyone other than those performed under obligations of this Warranty.

20. Failure by anyone to comply with warranty requirement of manufacturers of appliances, equipment or fixtures.

21. Any defect in, or caused by, materials or work supplied by other than the Original Builder, in the covered unit(s), its employees or agents or TRADE CONTRACTOR'S.

22. Normal wear and tear or normal deterioration.

23. Any loss or damage which the buyer(s) or their management company has not taken timely action to prevent or minimize.

24. Insect damage.

25. Loss or damage not caused by defect in construction of the covered unit(s) by the original Builder, its employees, agents or TRADE CONTRACTOR'S, but resulting from accidents of riot or civil commotion or acts of god, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, floods, mudslides, sinkholes, earthquakes, volcanic eruptions and changes in the level of groundwater tables.

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26. Any loss or misuse damage that may arise while covered unit(s) is being used primarily for non-residential purposes.
27. Cost of transportation, food, storage, moving, shelter or other incidental expenses related to relocation during repair.
28. Any claim reported to the Builder after an unreasonable delay or later than 30 days after the expiration of the warranty term.
29. Consequential Damage: Any damage or bodily injury which follows as a result of structural damage, or defects including defects in plumbing, electrical, heating, cooling or other items covered under this warranty.
30. Any material or workmanship supplied by the original Builder, its employees, agents or TRADE CONTRACTORS covered by another warranty.

INSTALLATION

31. All fiberglass tubs and showers shall be installed upon a 3/4 gallon bed of casting plaster base, centered and spread. This shall insure and relieve the fiberglass TRADE CONTRACTOR against deflection, give, and excess weight. All said units shall be nailed to the framing studs, with installation to the complete satisfaction of the CONTRACTOR.
32. Fiberglass tubs and / or shower units shall be installed no later then 24 hours after delivery, after which time CONTRACTOR WILL NOT be responsible for any damage or stolen units.
33. Tub/shower combo unit with integral soap dish and grab bar; shower unit with soap dish and second grab bar, both of which shall comply with FHA\TA requirements.
34. Acrylic tub shall have 2 acrylic grab bars and an integral tiling flange (if required).
35. Units shall be installed plumb and level, with apron tight to the floor, and in a manner to prevent drumming or flexing of floors or sidewalls.
36. TRADE CONTRACTOR shall be responsible for his units until final inspection and buyer acceptance.

I have read and agree to the above:

Company: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Matt Roe, V.P. Purchasing

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