



SCOPE Update: August 14, 2007

ADDENDUM "D"

LANDSCAPE / SOD / IRRIGATION 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 Superintendent 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 Landscape Perimeter/ Front Yards/Street Trees/Irrigation system 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
- 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

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- 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
(If Applicable 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 Superintendent.
- 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 Superintendent 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 A-1” and below.

1. TRADE CONTRACTOR supplies all trees and shrubs according to community specifications and per bid.
2. All materials required for installation of Irrigation system.
3. TRADE CONTRACTOR shall perform all excavation, back filling, fine grading, hand raking and compaction as required.
4. TRADE CONTRACTOR shall hold all required licenses and insurances.

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 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. 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

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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 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 floor broom swept on a daily basis.
5. TRADE CONTRACTOR has 48 hours from notification of any QA and/or Welcome Home Orientation (WHO) list items to complete the items, and 72 hours from notification of a superintendent punch list item. Failure to do so will result in a \$100 per day penalty, unless written authorization is received and approved a by Park Square representative.
6. TRADE CONTRACTOR shall not drive or park on common areas, lots or driveways, with the exception of loading or unloading construction material only.

MATERIALS

1. PVC conduit schedule 40, Type 1220, used for control wires under paving.
2. Outside diameter of pipe shall be the same size as iron pipe.
3. Pipe shall be marked at intervals not to exceed 5' with the following information:
 - a. Manufacturer's name, nominal pipe size, PVC type and grade (ie., 1220) schedule, NSF approval and commercial standard designation CS 207-60.
4. PVC Pressure Rated Pipe -Type 1220 (PVC Class 160, 200, 315) and Type 1220 (PVC Schedule 40).
5. Type I Grade II Pressure Rated Pipe.
6. Materials shall meet the requirements set forth in ASTM DI784-60T.
7. PVC Type I shall not be threaded.
8. PVC fittings shall be PVC Type II, Schedule 40 NSF approved.
9. Solvent shall be E175 Gray NSF approved as manufactured by Industrial Polychemical Service, Gardena, CA. or approved equal.
10. Caution shall be utilized in handling Type I pipe due to the possibility of cracking or of splitting when dropped or handled carelessly.
 - a. When connection is plastic to metal, male adapters shall be used. The male adopter shall be hand-tightened, plus one turn with a strap wrench. Joint compound shall be permatix Type II or equal.

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Valves

- b. Electric remote control valves shall be as shown on plan or approved equal.
 - c. Approved gate valves shall be Nibco or Crane #438 or approved equal.
11. Automatic controllers shall be as shown on Plans and details located per community specs.
 12. All wiring to be used for connecting the automatic controller to the electrical solenoid actuated by remote control valve shall be Type UF-600V, 7-strand or solid copper, PVC insulation, single conductor, UL approved underground feeder cable. Each pilot or "hot" wire shall be black or color-coded with the common wire being white.
 13. All remote control valves, gate valves, and pressure relief valves shall be installed in suitable valve boxes as shown in details, complete with locking covers. All shall be Ametek, or approved equal, and shall be marked "G.V." or "RCV" with station numbers for control valves painted in 1-1/2" high white letters on valve cover by CONTRACTOR.
 14. The backflow prevention units shall be as shown on Plans and details.

LANDSCAPE-FRONT YARDS

1. Landscape shall be installed in production front yards as per plans by Landscaping Architect, Owners Selection Sheet, community specifications and bid.

STREET TREES

1. Street trees to be planted per the approved Street Landscape Plan by Landscape Architect including Root Barriers if applicable.

LMD/LANDSCAPE OPEN SPACE

1. Common Area Landscape shall be installed according to the approved Street Landscape Plan Professional Design Associates.
2. Price includes, but is not limited to, the following:
 - a. All irrigation trenching pipes, fitting, valves, controller, wire sprinklers and testing.
 - b. All landscape materials, trees, bushes, shrubs, sod, ground cover, mulch, fertilizer, root barriers, and tree staking.
3. All work to be completed to the satisfaction of the City, County, and the CONTRACTOR'S Superintendent.
4. Do not willfully install any equipment as shown on plans when it is obvious in the field that unknown conditions exist that were not evident at the time these plans were prepared. Any such conditions shall be brought to the attention of the CONTRACTOR prior to any work or the TRADE CONTRACTOR shall assume all responsibility for any field changes deemed necessary by the CONTRACTOR.
5. The actual location for the installation of the backflow preventer and the automatic controller is to be determined in the field by the owner's authorized representative and/or the Landscape Architect, or as specified by plans. Backflow preventer shall be hidden by plant material.

6. A 120 volt electrical power source to be provided by others to the location for the automatic controller inside or outside the garage (check community specs). Electrical TRADE CONTRACTOR is to be responsible for final connection to equipment.
7. All low voltage wire from controller to valves shall be solid copper UF #14 direct burial type. Use black insulated wire for pilot and white for common. Install in a common trench with pressure mainline piping where possible. Bundle and tape to pipe at 10 foot intervals.
8. Provide an extra pilot wire to the end of the pipe run in two directions from the controller.
9. Coil the last two feet of the wire and leave in the valve box.
10. Provide a minimum of 12" of cover over all pressure mainline pipe and 8" minimum of cover over all non-pressure lateral lines. Trench backfill shall be free of any material that may damage irrigation pipe or equipment. In the event of backfill settlement, TRADE CONTRACTOR shall perform required repairs at his own expense.
11. All pipe under paved or concrete areas is to be installed in a PVC Schedule 40 sleeve with 12" minimum cover. Sleeve locations to be as shown on plans and installed per detail. Installed during forming of driveways.
12. All quick coupler valves are to be installed in shrub or ground cover areas whenever possible and within 18" of the hardscape. All quick coupler valves located in turf areas shall be installed in an 8" diameter green plastic valve box.
13. All threaded pipe connections made to slip-joint PVC pipe shall be made with PVC threaded coupling. All threaded adapters and couplings are to be "Dura" deep socket type.
14. TRADE CONTRACTOR to install an approved anti-drainage device for all low heads to prevent low head drainage and possible soil erosion. All spray heads adjacent to sidewalks, curbs, driveways, or other hardscape surfaces shall be installed on the appropriate pop-up body as specified on the legend and set flush with the finish grade.
15. Spray heads with nozzles to be installed with the appropriate degree of radius for the area to be covered. Spraying water on unit(s) and hardscape is unacceptable. Valve flow controls must perform the optimum.
16. Prior to backfilling irrigation trenches:
 - a. All of TRADE CONTRACTOR'S work must be inspected, tested, and approved by the CONTRACTOR prior to covering. TRADE CONTRACTOR shall perform a coverage test in the presence of the CONTRACTOR upon completion. Any correction or inadequacies of coverage will be furnished and performed at TRADE CONTRACTOR'S own expense.
17. The irrigation system shall be fully guaranteed for a period of one (1) year from unit(s) closing. Any defective equipment, materials or poor workmanship shall be replaced or corrected by the Irrigation CONTRACTOR at no additional cost to the CONTRACTOR. If within the warranty period, settlement occurs and adjustments in pipes, valves and sprinkler heads or paving is necessary to bring the system or paving to the proper level of the permanent grades; TRADE CONTRACTOR, as part of the work under his contract, shall make all adjustments without extra cost to CONTRACTOR, including the restoration of all damaged planting, paving, or other corrections pertaining to the problem. Heads, pipes or valves broken or damaged by other TRADE CONTRACTOR are not covered under warranty.

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18. Catastrophe acts of nature not covered under warranty.
19. A separate plumbing permit and inspection may be required from the Building Inspection Department for the installation of the irrigation systems shown on the drawing, check with local municipality.
20. Plot dimensions are approximate. TRADE CONTRACTOR shall carefully check and verify all dimensions and report any variations to the CONTRACTOR.
21. TRADE CONTRACTOR shall carefully investigate the structural and finished conditions affecting all his work and plan his work accordingly. This work shall be installed in the most direct and workmanlike manner so as to avoid conflicts with other trades.
22. TRADE CONTRACTOR shall furnish one (1) service manual to Customer Care and Superintendent. These shall include showing components and catalog numbers of all equipment installed together with the manufacturer's name and addresses. Also include operation instructions simple enough to be understood without specialized knowledge.
23. Loose sprinkler equipment, operating keys and spare parts will be furnished by the TRADE CONTRACTOR in quantities as shown on the plans give to Customer Care.

INSTALLATION

1. Trenching
 - a. Call "dial before you dig".
 - b. Excavation shall be open vertical construction sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and compacting! No dirt on concrete areas.
 - c. Trenches for pipe shall be cut to required grade lines, and trench bottom shall be compacted to provide an accurate grade and uniform bearing for the full length of the line.
 - d. When two (2) pipes are to be placed in the same trench, a 6" space shall be maintained between pipes if necessary, due to rocky conditions.

Backfill

1. Backfill material shall be approved soil. Unsuitable material including clods and rocks over 1" in size shall be removed from the premises and disposed of legally at no cost to Owner.
2. All backfilling shall be done carefully and shall be properly compacted. Grade between unit(s) shall be returned to proper drainage.
3. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
 1. 8" over PVC non-pressure lateral lines
 2. 12" over PVC non-pressure lateral lines for rotor system
 3. 12" over PVC main under pressure
4. PVC Pipe
 - a. PVC Pipe shall be installed in a manner which will provide for expansion and contraction as recommended by the pipe manufacturer.
 - b. All plastic to metal joints shall be made with plastic male adapters, unless otherwise shown in details.

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- c. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.
 - d. After all new sprinkler piping and risers are in place and connected, all necessary work has been completed and prior to the installation of sprinkler heads, control valves shall be opened and a full head of water used to flush out the system. After the system is thoroughly flushed, riser shall be capped off and the system pressure tested.
5. All nozzles on stationary pop-up sprinklers shall be tightened after installation. All sprinklers having an adjustment stem shall be adjusted in a lateral line for the proper radius, diameter and/or gallonage.
 6. Remote control valves shall be adjusted so that the most remote sprinkler heads operate at the pressure recommended by the head manufacturer. Remote control valves shall be adjusted so a uniform distribution of water is applied by the sprinkler heads to the planting areas for each individual valve system.
 7. Quick coupling valves shall be set approximately 12" from walks, curbs, header-boards, or paved areas where applicable. Vertical positioning shall be such that sleeve top will be flush with the settled finish grade as determined after the turf is established and 3" above grade in ground cover areas.
 8. Valve boxes shall be set '1/2" above the designated finish grade in lawn areas and 2" above finish grade in ground cover areas.
 9. Valve boxes installed near walks, curbs, header-boards, and paving shall abut those items. Top surfaces shall be flush with items listed above.
 10. The automatic controller shall be installed at the approximate location shown per plan or per CONTRACTOR if directed in writing. All local and other applicable codes shall take precedence in connecting the 110 volt electrical service to the controller. CONTRACTOR shall provide power to controller; electrical TRADE CONTRACTOR shall hook it up.
 11. Install wire in trench and tape to the main lines on side of pipe at 10' intervals. 12" minimum coverage of earth over the 24-volt control wire.
 12. All electrical equipment and wiring shall comply with local and state codes and be installed by those skilled and licensed in the trade.
 13. Finish-grading for planting (including lawn maintenance), top soil, soil preparation, fertilization, inspection and certifications, guarantees, clean-up, staking and miscellaneous allowances.
 14. Locate all underground improvements so precautions may be taken not to damage them. In the event of a conflict between such improvements and plan locations, promptly notify Superintendent. Failure to follow this procedure places the responsibility upon the TRADE CONTRACTOR to make all repairs for damages at his own expense.
 15. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized and/or described in the "Plant Material Legend" as indicated on the drawings.
 16. All inspections shall be made by the CONTRACTOR/Superintendent. Notification of such inspections shall be made at least 2 days in advance of that time. Inspections will be required for the following parts of the work:
 - a. During finish grading and soil preparation.
 - b. Plants; after delivery to site and prior to planting.
 - c. When vines, shrubs and trees are spotted for planting, but planting holes

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- are not excavated.
- d. Lawn areas prior to planting.
- e. Planting areas prior to planting.
- f. All landscape construction items prior to the start of the calendar-day maintenance period.

17. Materials:

- a. Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests or their eggs, and shall have healthy, normal root systems, well-filling their containers, but not to the point of being root bound. Plants shall not be pruned prior to delivery, except as authorized by the CONTRACTOR/Superintendent. In no case shall trees be topped before delivery.
 - b. The height and spread of all plant material shall be measured with branches in their normal position, and shall be as indicated on the drawings. The caliper of all trees shall be measured 6" above the surface of the ground unless otherwise indicated on the plans or specs. Where caliper or other dimensions of any plant materials are omitted from the "Plant Legend", it shall be understood that these plant materials shall be normal stock for type listed.
 - c. All plant materials must have been previously inspected at the nursery by the county Horticultural Department and approved.
 - d. Container stock shall have been grown in containers for at least one year, but not over two years.
 - e. Substitutions for the indicated plant materials will be permitted provided the substituted materials are approved in advance by the CONTRACTOR and the substitutions are made at no additional cost to Owner.
 - f. Plants not approved are to be removed from the site immediately and replaced with suitable plants. The CONTRACTOR reserves the right to reject entire lots of plants represented by defective samples.
18. Commercial fertilizer shall be delivered in sacks with manufacturers' label showing weight and analysis attached to each sack if applicable.
19. TRADE CONTRACTOR is to finish grade to within 1/10th of a foot or 1-inch below paving where paving exists.
20. The soils shall not be worked when the moisture content is so great that excessive compaction will occur; and not when it is so dry that dust will form in the air or the clods will not break readily. Water shall be applied if necessary to provide ideal moisture content for tilling and for planting.
21. All trees are to be double staked at installation.
22. Proper drainage on lot will meet city county code and top soil installed at areas adjacent to landscaping per Superintendents description.
23. All landscaping is installed per plans.
24. One trip to touch up mulch shall be included in this contract.
25. Prepare soil mix or use native soil for backfill in pits for trees, shrubs and vines, other than azaleas, ferns and palms, per Landscape Architect requirements.
26. Planting pits shall be excavated twice the diameter and twice the depth of the root ball. Backfill shall then be added as outlined above.

27. Prepare backfill for palms. All mulch will be supplied by landscaper.
28. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, the planting areas have been properly graded and prepared as specified and the work approved by the CONTRACTOR.
29. Plants shall not be allowed to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted plants, whether in place or not, will not be accepted and shall be replaced at the TRADE CONTRACTOR'S expense.
30. All sodded areas shall be thoroughly watered. Lawns are to be kept continuously moist by watering as often as required. Any lawn areas that do not show a prompt catch of grass shall be re-sodded at 10-day intervals until an acceptable stand of grass is assured.
31. CONTRACTOR shall carefully and continuously protect all areas included in the Contract, including plant materials, fences, supports, etc., until final acceptance of the work by the CONTRACTOR.
32. Plant maintenance work shall consist of watering, weeding, caring for plants (including ground covers, shrubs and trees), edging, aerating, mowing, lawns, fertilizing and controlling of pests and diseases until landscaping work is completed.
33. Damage to any planted area shall be repaired immediately. Depressions caused by TRADE CONTRACTOR vehicles or foot traffic shall be filled with topsoil, leveled and replanted.
34. The project shall be cared for and kept neat and clean at all times.
35. TRADE CONTRACTOR will furnish and install all control valve wires as needed. Wires will be underground and/or in walls, no exposed wires will be accepted.
36. Sprinkler control box will be located at garage wall location identified by Superintendent or Community Specifications.
37. Sprinkler control box must be pre-approved by CONTRACTOR.
38. All plants that show signs of failing growth with-in the Contractor warranty period, including the maintenance period (approximately 30 days after closing), or those plants injured or damaged as to render them unsuitable for the purpose intended during the course of the TRADE CONTRACTORS work, shall be immediately replaced in kind and size at the expense of the TRADE CONTRACTOR.
39. TRADE CONTRACTOR shall, within 24 hours notice by the CONTRACTOR, remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.
40. Upon completion of the work in this section, TRADE CONTRACTOR shall remove all rubbish, trash and debris resulting from the operations, removes the equipment and implements of service, and leave entire area involved in a neat and acceptable condition such as to meet the approval of the CONTRACTOR.
41. Adjust the spray radius of all sprinkler heads to maximize coverage, and to

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minimize spray overthrow onto walks, unit(s), fences, etc.

42. TRADE CONTRACTOR shall clean all walls and driveways, streets, stucco, doors, etc. upon completion of the job.

43. TRADE CONTRACTOR to begin work in the area designated by CONTRACTOR and cooperate with the CONTRACTOR'S Superintendent in regards to scheduling of construction and subsequent trades.

44. Water meters and electrical meters shall be provided by CONTRACTOR. TRADE CONTRACTOR shall level the water meter box prior to laying sod or ground cover.

45. All sprinkler valves will be placed underground in a landscape box with lid. Box to be installed between 0" to 1" above finish grade.

46. All plants and trees should be fertilized after planting.

Plants will not be stored on premises (IN GARAGES) at any time for the following day of installation.

Trees and plants may be held up higher than normal in poor soil condition areas that contain a content of clay or muck based soils.

TRADE CONTRACTOR will be responsible for any broken sidewalks, drives, utilities that are damaged to due to heavy equipment being used to install landscaping.

Landscape CONTRACTOR will be fully responsible for any irrigation that is damaged during the landscape plant and tree installation, and will be required to repair within 24 hours. In the event an irrigation pipe is broken and running water is sighted on the unit(s) or a private residence, repair will be made immediately. Landscape TRADE CONTRACTOR will be responsible for any dirt that enters all water lines that may clog up any type of fixture in the unit(s) or sprinkler head.

I have read and agree to the above:

Company: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

_____ **Date:** _____
Park Square Homes