



SCOPE Update: June 24, 2008

ADDENDUM "D"

POOL/SPA 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 Clean Up (Rough & Finish) 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)
- Color Selection Sheet, Buyer Contract Addendums and Change Orders
- CONTRACTOR'S "Best Practices"
- Product Requirements and Recommendations
- Plot Plan (where applicable)
- Addendum "A" Terms of Payment
 - 20. Exhibit A-1 Trade Contract Payment Schedule
 - 20. Exhibit A-2 Trade Contractor Administrative Procedure
- Addendum "B" Schedule and Commencement of Work Addendum
- Addendum "C" General Conditions Trade Contractor/Contractor Agreement
- Addendum "D" Scopes of Work

Trade Contractor Initials _____

1. Exhibit D-1 Trade Contractor's Quality Checklist (where applicable)
(All items on the checklist must be completed prior to TRADE CONTRACTOR submitting for payment)
2. Exhibit D-2 Community Specs

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 (where applicable) 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 Contract shall include all labor, tools, materials and equipment, etc. to complete the work per this agreement and community specifications 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. Porcelain Base-Frost Proof Tiles.
2. Cartridge filter
3. Pump of adequate size for proper circulation of pool.
4. Auto chlorinator.
5. Auto time clock.
6. Pool light.
7. Concrete or Acrylic deck.
8. Fiber mesh decking.
9. Cantilever construction.
10. Deck-O-Drain, and Deck-O-Joints
11. Tiled Walk-in steps, and swim-out.
12. Pre-Plumbed for pool cleaner.
13. All manual pool cleaning equipment.
14. Install alarms, safety fencing, or pool cover per plans, specifications, or code requirements

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 Contract Change Order.

GENERAL RESPONSIBILITIES (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.

Trade Contractor Initials _____

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.
7. Pool Contractor will contact CONTRACTOR'S Superintendent as soon as contract is signed and/ or start of home to identify start date and schedule Pool Contractors work.
8. Pool Contractor is responsible to communicate if necessary any schedule delays, Homebuyer's responsibilities, cost overruns or any other pertinent information to Superintendent on a regular basis (Minimum twice a week).
9. Copies of the residence plot plan will be provided by Contractor's Superintendent for Scheduling Review.
10. Possible Start and Completion window must be identified and discussed for potential scheduling conflicts. Pool contractor will discuss schedule with CONTRACTOR'S Superintendent prior to committing completion date to CONTRACTOR. CONTRACTOR HOME/UNIT(S) SCHEDULE WILL HAVE PRIORITY OVER THE POOL SCHEDULE AT ALL TIMES. Pool schedule may be delayed to expedite home/ unit(s) schedule if Pool CONTRACTOR misses their schedule window. Pool CONTRACTOR must notify CONTRACTOR'S Superintendent 24 hours prior to start to discuss tentative schedule and any possible conflicts
11. The finalized pool package including contract and drawings will be signed and submitted two (2) copies to CONTRACTOR Superintendent for their records only.
12. First month maintenance on pool provided by pool CONTRACTOR to begin from completion of Buyer Orientation.
(This includes scrubbing pool plaster 2 times a day for 1 week after plastering of pool).
13. CONTRACTOR will survey our Buyers periodically on the quality, communication, and performance of the pool CONTRACTOR.

Trade Contractor Initials_____

14. Pool not to be started prior to completion of window installation unless approved in writing by CONTRACTOR.
15. Pool Contractor will contact CONTRACTOR'S Superintendent as soon as contract is signed and/ or start of home to identify start date and schedule Pool Contractors work.
16. Pool Contractor is responsible to communicate if necessary any schedule delays, Homebuyer's responsibilities, cost overruns or any other pertinent information to Superintendent on a regular basis (Minimum twice a week).
17. TRADE CONTRACTOR agrees to a 7-day work week during construction of models at no extra charge.
18. Copies of the residence plot plan will be provided by Contractor's Superintendent for Scheduling Review.
19. Possible Start and Completion window must be identified and discussed for potential scheduling conflicts. Pool contractor will discuss schedule with CONTRACTOR'S Superintendent prior to committing completion date to CONTRACTOR. CONTRACTOR HOME/UNIT(S) SCHEDULE WILL HAVE PRIORITY OVER THE POOL SCHEDULE AT ALL TIMES. Pool schedule may be delayed to expedite home/ unit(s) schedule if Pool CONTRACTOR misses their schedule window. Pool CONTRACTOR must notify CONTRACTOR'S Superintendent 24 hours prior to start to discuss tentative schedule and any possible conflicts
20. The finalized pool package including contract and drawings will be signed and submitted two (2) copies to CONTRACTOR Superintendent for their records only.
21. First month maintenance on pool provided by pool CONTRACTOR to begin from completion of Buyer Orientation.
(This includes scrubbing pool plaster 2 times a day for 1 week after plastering of pool).
22. CONTRACTOR will survey our Buyers periodically on the quality, communication, and performance of the pool CONTRACTOR.
23. Pool not to be started prior to completion of window installation unless approved in writing by CONTRACTOR.

INSTALLATION

1. Pools and spas shall not be accepted by CONTRACTOR until copies of permits, inspections and final approval from the Building department and other agencies, if necessary, are submitted by TRADE CONTRACTOR.
2. TRADE CONTRACTOR shall provide the necessary shoring when pool is within 5 feet of existing structures (unit(s), walls, etc.) It will be the responsibility of the Pool TRADE CONTRACTOR to protect poured and un-poured pool shells against erosion and caving in. In the event the excavated dig caves in for what ever reason, it will be the sole responsibility of the TRADE CONTRACTOR to absorb all costs for re-excavation and re-installing all steel reinforcement to all areas under construction.
3. TRADE CONTRACTOR will take all adequate measures and be fully responsible during construction to prevent hydrostatic uplift. The installation of a dead line will be the responsibility of the pool contractor and will be left stubbed up approximately 6 inches above grade and placed in a common area. It will be the

Trade Contractor Initials_____

pool TRADE CONTRACTOR'S full responsibility to maintain operation of the pump and deadline preventing hydrostatic uplift. The TRADE CONTRACTOR will remove all excess fill excavated to an accessible area designated by the Superintendent near the pool site.

4. Backfilling by TRADE CONTRACTOR shall be performed carefully to assure no damage to piping in place surrounding decks. Said backfilling shall be in 1' lifts or filled solid and flooded to ensure proper settling.
5. Staking out the pool to be performed by the TRADE CONTRACTOR to provide location, size, shape, step, and equipment locations as per plans, subject to the requirements of the building department.
6. It shall be the responsibility of the TRADE CONTRACTOR to assure that all the property lines, easements and setbacks are maintained and no encroachments occur.
7. After completion of gunite operation, remove all forms and debris from pool. All gunite overspills must be broken up while wet and placed in the designated trash pile.
8. Gunite will be reasonably smooth, level, plumb, free of cracks, honeycombs, and imperfections.
9. Gunite shall be contained within the pool area and all areas of unit(s) and surrounding area to be covered to protect against overspray.
10. Ceramic tile, glass block will be laid straight, flush and plumb and grouted. Grout will be wiped clean and be free of defects. Tile cut edges shall be stoned to remove sharpness.
11. TRADE CONTRACTOR will install pool finish per manufacturer specifications and industry standards.
12. All trash to be placed in trash bin.
13. Pool deck will be formed with a minimum 2x6 form board. Soil under deck to be termite treated prior to pouring concrete deck. Excess concrete, blowouts, and overpour will be cleaned up and put in the designated trash pile. The deck edge is to have a tooled edge, free of honeycombs. The deck shall be sloped for proper drainage and trowelled smooth. Deck will have (contracted material) with an evenly textured finish. Finish is to be continued to the finished grade on the perimeter of the exposed deck edge.
14. Deck expansion joints will be installed to prevent cracking of the deck. Cracks will be repaired the first year with a suitable exterior grade caulking and then touched up with the deck color to match. Deck Drains will be installed in all required areas to prevent standing water and will give the proper drainage of water away from the unit(s) and pool. Deck Drains are not to be installed against the exterior wall of the unit(s). They are to be kept a minimum of 12" away from exterior walls. Water standing on pool deck surfaces over 24 hours will require repair.
15. TRADE CONTRACTOR shall install concrete step at enclosure entry from exterior.
16. Trade Contractor shall prime and paint front and rear decks with Acrylic Paint and primer as per Community Specifications, Pool Addendum and Manufacturer's instructions.
17. Tile cracking will be repaired by replacement of cracked tile and re-grouted.

Trade Contractor Initials _____

18. The pool TRADE CONTRACTOR will do all pool equipment wiring.
19. CONTRACTOR will supply electrical wire stub out and switch for pool light.
20. Pool TRADE CONTRACTOR shall install permanent safety fence and gate as required by Florida Building Code on all pools.
21. 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).
22. All labor and material is warranted from defects, for a period of one (1) year from date of closing, same as Superintendent's warranty.
23. TRADE CONTRACTOR to supply his own electric power, as necessary, unless instructed otherwise by CONTRACTOR.
24. Pool TRADE CONTRACTOR will be responsible to keep an OSHA approved temporary fence surrounding the pool at all times until the pool is finished and has a permanent enclosure installed around it.

OPERATION & MAINTENANCE SIGN OFF AFTER INSTALLATION IS COMPLETED

- A. An Operation and Maintenance Manual will be provided at the completion of each pool. Owner's and Maintenance Manuals will represent all aspects of on site maintenance and instructions for Pool controls and equipment.
- B. All warranty and guarantees for installed items will be identified in the Owner's and Maintenance Manuals.
- C. A full demonstration of all aspects of the pool will be made by Pool Contractor's representative at the time that the Owner's and Maintenance manuals are turned over to buyers (approximately first week of move in). Questions that may need answering during this time should be written as they are thought of and communicated to the appropriate person for follow up on providing answers within one week.
- D. Pool Contractor's representative and Buyer will attend walk-thru orientation on work after completion. They will identify and create a written list of any deficiencies that need to be repaired. These repairs will be completed within 3 calendar days. This walk-thru orientation will be scheduled by Pool Contractor with Buyer within 24 hours of closing.

NOTICE OF COMPLETION

- A. The Notice of Completion will be signed following a full completion of all aspects of the contract.
- B. Items which may be corrected during the warranty period will have no bearing over the notice of completion.
- C. The Notice of Completion will be by appointment with our Homebuyer. Pool Contractor will supply the form and is responsible for obtaining the Completion of Notice Certificate prior to final payment.

Trade Contractor Initials _____

D. During the time that a homeowner experiences an issue with their pool, PSH warranty technicians will be monitoring and contacting the Pool Company simultaneously. If the Pool Company feels they should monitor the issues ILO of our PSH warranty technicians "no trip charges" apply.

I have read and agree to the above:

Company:_____

Printed Name:_____ **Title:**_____

Signature:_____ **Date:**_____

Park Square Homes

Trade Contractor Initials_____