

SCOPE Update: August 14, 2007

ADDENDUM "D"

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.

2. 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
 - 1. Exhibit A-1 Trade Contract Payment Schedule
 - 2. 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
 - 1. Exhibit D-1 Trade Contractor's Quality Checklist (where applicable)

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(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 CONTRACTOR <u>shall include</u> 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. Aluminum beams, columns and framing members
- 2. Purlins
- 3. Fiberglass mesh Screen
- 4. All bracing
- 5. Touch-up of Pre-manufactured Items
- 6. Clean-up
- 7. Warranty/Customer Service Work, Walk-thru Requests
- 8. 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 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

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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. The following scopes are designed to be married to block and wood frame structures of adequate structural capacity.
- 8. The TRADE CONTRACTOR shall verify that the host structure is in good condition and of sufficient strength to hold the proposed addition.
- 9. If there is a question about the host structure, the TRADE CONTRACTOR shall notify the CONTRACTOR of any concerns regarding the installation of enclosure.
- 10. The structures designed using this section shall be limited to a maximum combined span and upright height of 55' and a maximum upright height of 20'. Structures larger than these limits shall have site specific engineering.
- 11. Spans are for enclosures with mean roof heights less than 30'. For greater heights, consult engineer.
- 12. Connections to fascia shall be limited to overhangs of 24" or less unless site specific engineering is provided.
- 13. The proper structural name for a chair rail or top rail of an enclosure is a girt. Thus the terminology shall be interchangeable.
- 14. Screws that penetrate the water channel of the super gutter shall have ends clipped off for safety of cleaning gutter and the heads of screws through the gutter into the fascia shall be caulked.
- 15. When using TEK screws in lieu of S.M.S., longer screws must be used to compensate for drill head.
- 16. An additional super gutter strap or ferrule is required to be located near the midpoint of the beam spacing.
- 17. Straps shall be attached to each truss *I* rafter tail when a 2" sub-fascia does not exist.
- 18. Straps at the beam are not required when straps are placed @ each truss *I* rafter tail and spacing of straps does not exceed 2'-0".
- 19. Super or extruded gutter details are applicable to all widths of super or extruded gutters, and gutters may be substituted.
- 20. Gutter straps and/or ferrules shall be the width of the inside and outside of the super or extruded gutter respectively.

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- 21. If the sub-fascia is 3/4", and the sub-fascia is in good repair, a 3/4" P.T.P. strip the width of the fascia may be added to the existing sub-fascia by attaching the plywood with (2) 3" 16d common nails or (2) 3" #8 screws. This gives the equivalent of a 2" fascia.
- 22. Spans may be interpolated between values but not extrapolated outside values.
- 23. 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).
- 24. All labor and material is warranted from defects, for a period of one (1) year from date of closing, same as Superintendent's warranty.
- 25. To supply his own electric power, as necessary, unless instructed otherwise by CONTRACTOR.

I have read and agree to the above:		
Company:		
Printed Name:	Title:	
Signature:	Date:	

Park Square Homes

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