SCOPE Update: August 14, 2007

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 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
  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)
(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 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. Rough Grading
2. Final Grading
3. Backfilling
4. Clearing
5. Stockpiles
6. Importing and Exporting Fill
7. Inspections of Compaction
8. All fees, permits
9. Clean Up

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 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 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. 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 plans and specifications and the product approval certifications.

8. 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 allowed unless design changes in writing.

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

10. 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.

11. TRADE CONTRACTOR shall honor typical guideline warranties.

12. TRADE CONTRACTOR responsible to correct all deficiencies found by CONTRACTOR’s Superintendent or local municipality in a timely fashion and prior to invoice submittal.

13. TRADE CONTRACTOR’S representative will physically inspect and approve all work within 24 hours of completion of said work.

14. TRADE CONTRACTOR shall supply, at no additional cost to the CONTRACTOR, any and all hand work necessary to complete said finish grading to the total and complete satisfaction of the CONTRACTOR’S Superintendent, including raking.

15. TRADE CONTRACTOR shall inspect the jobsite and commencement of work on same shall be construed as acceptable by TRADE CONTRACTOR by rough grading.
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. All unit(s) warranties will start at the time of the buyer closing.

20. 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.

21. 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.

22. TRADE CONTRACTOR is responsible to haul cut fill to or from project site.

23. The cost of backfilling pools is not included in the base contract price per lot and will be billed on a P.O. specified for hauling pool dirt. Excess pool excavated material, not used for backfill will be spread and disposed of at CONTRACTOR’s instructions.

24. Lots will be root raked at the Superintendents discretion.

25. 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.

26. Any damage resulting from grading (i.e. concrete walks, pads, brick-paint, stucco, etc.) is to be repaired at TRADE CONTRACTOR’S expense.

27. All lot lines are to be left in an even and clean condition.

28. The lump sum price includes a total and complete finish grading job and import or export of dirt at finish grade as necessary for all lots, including moving dirt from one lot to another (adjacent lots) within the tract in order to balance lots.

29. Lump sum price includes two (2) dirt imports to accomplish a total and complete finish grading job.

30. All work is to be done in strict accordance with precise Grading Plans acknowledged by the Superintendent to be the most recent.

31. 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.

33. All roads and curbs/gutters must be broom swept at completion of all phases of dirt work/excavation.

34. TRADE CONTRACTOR is responsible to not touch or move any surveyor stakes or pins.
35. During the rough and finish lot grading operation, the SUBCONTRACTOR shall be aware of the property corner hubs which are needed for the Fencing CONTRACTOR and for unit(s) finals. Should hubs be removed by the lot grading replacement of hubs by engineering company shall be at the TRADE CONTRACTOR's expense.

36. Any grading done off of lot must be approved in writing by Contractor.

37. TRADE CONTRACTOR shall also be responsible to:

- Clean up.
- Provide Service and warranty work.
- Hold all necessary licenses and insurances.
- Insure all work performed under this subcontract shall be in accordance with the plans,
- To begin and complete all work per schedule.
- To supply his own electric power, as necessary, unless instructed otherwise by CONTRACTOR.
- If you cover any defective work you will be responsible for its repair.

**EXCAVATION/BACKFILLING**

1. Utility trench to be dug out to proper width and depths per plans, codes and OSHA requirements.
2. Trench 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 maintaining 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. Location of all piping conduits per codes, plans and all related inspections are the responsibility of the TRADE CONTRACTOR.
6. TRADE CONTRACTOR shall backfill grade as required to provide landscape TRADE CONTRACTOR with finished grade designated by the site plot plan and will be responsible for proper drainage.
7. Phone, Cable T.V. and Electric line and conduit trenches shall be spaced apart at proper depth and location and as per plans.
8. Care is to be given to protect and keep damage free all concrete, sidewalk, unit(s), streets, brick and any other utility collars.
9. Do not place dirt or backfill material on streets, curbs, concrete etc.
10. All lines and conduit boxes and vaults are to be at finished grade and shall be plumb level and square.
11. TRADE CONTRACTOR is responsible to haul necessary dirt, cut fill to or from project site.
12. Stockpiles, if approved, shall be located on plastic sheet 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 CONTRACTOR.
13. The cost of backfilling pools is not included in the base contract price per lot and will be billed extra. Excess pool excavated material, not used for backfill will be spread out or put on the stockpile.
14. TRADE CONTRACTOR shall be responsible for proper back-fill compaction per soil reports, codes and requirements.

15. 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.

16. 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.

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

ROUGH 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.

2. 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.

3. CONTRACTOR will provide TRADE CONTRACTOR with the center of pad stake with the finish-floor stake grade marked clearly. Pad will have been graded to an elevation of 10” below finish floor.

4. In the event the pad is not 10” below finished floor grading, TRADE CONTRACTOR will be paid for fill needed to bring the pad up to 10” below finished floor. If the pad is higher, excess will be taken away or moved as directed.

5. TRADE CONTRACTOR shall grade as required to provide “stucco grade” around perimeter of slab at approximately 8” below final floor.

6. TRADE CONTRACTOR shall grade as required for flatwork. Dirt to be graded minimum 6” below finished floor along the front of the unit(s) and slope to the curb.

7. All stockpiles must be placed on plastic covering.

8. Stockpiles shall be located as directed by the Superintendent. No stockpile shall exceed 10 feet in height and must be approved in writing by contractor.

9. Stockpiles must be graded flat when requested by the Superintendent.

10. TRADE CONTRACTOR is responsible to provide positive drainage so that standing water never accumulates on the lot.

11. TRADE CONTRACTOR is responsible for any utility line locations, and will be responsible for any damage that occurs to any utilities during all excavation phases.

12. Pre-grade prior to completion of slabs at time of pad cut, includes side yard swales rough cut. Grade should be made so to ensure a balanced lot at final grade with no excess dirt at final grade. TRADE CONTRACTOR is responsible for excess dirt at finish grade.

13. All slopes not in excess of four feet shall be dressed but does not include moving the top or toe of slope. Pneumatic compaction is not included.
ESTABLISHING FLATWORK GRADE AND FINISH GRADE:

1. After plastering is complete, and all scaffolding and debris have been removed, TRADE CONTRACTOR will proceed with flatwork grade upon notification from Superintendent.

2. TRADE CONTRACTOR shall make subgrade for all flatwork and motor courts to +/- 1/10 as indicated on the approved precise grading plan to the satisfaction of the Superintendent.

3. Cutting flatwork shall include handwork in areas not accessible with machine, rock pick up, and sweeping clean all hard surfaces including curb and gutters (except asphalt).

4. 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. Street gutter, sidewalk, and driveways shall be left clean and free of dirt and debris.

5. During inclement weather this TRADE CONTRACTOR shall take due care in the placement of any excess dirt including dirt placed on the paved streets so as not to obstruct the normal flow of water in the streets or gutter.

6. 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.

7. TRADE CONTRACTOR is responsible to haul, cut fill to or from project site.

8. TRADE CONTRACTOR must shoot finish floor elevation of all slabs and cut swales to approximate finish grade. Any dirt imported or exported at final grade is responsibility of TRADE CONTRACTOR.

9. All labor and material is warranted from defects, for a period of one (1) year from date of closing, same as Superintendent’s warranty.

I have read and agree to the above:

Company:_________________________________
Printed Name:__________________________________________Title:_______________
Signature:____________________________________________Date:________________

________________________________________

Park Square Homes