

SCOPE Update: November 2, 2007

ADDENDUM "D"

Lawn Maintenance 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 Drywall 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:

- CONTRACTOR'S "Best Practices"
- Product Requirements and Recommendations
- 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) All work has been installed and completed as per Contract Scope of Work, Community Specifications and Manufacturers Instructions and Recommendations.

All related requirements per Superintendent have been completed.

General Requirements

 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.

- 2. 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.
- 3. TRADE CONTRACTOR shall not drive or park on common areas, lots or driveways, with the exception of loading or unloading construction material only.

INSTALLATION

TRADE CONTRACTOR to provide all labor, equipment to maintain grass and pull weeds in flower bed

- 1. Trade contractor to clean up all clippings and remove from premises. TC will not put them in construction containers on site.
- 2. Trade Contractor will weed-eat all edges of grass along driveways, walks, and planter beds.
- 3. Trade Contractor will fertilize and pest control all areas being maintained in their contract on model homes. Fertilization and pest control on inventory homes will be on an as needed basis.
- 4. Trade Contractor will perform a quarterly irrigation inspection. Repairs will be based on time and material as necessary.
- 5. Hardscape areas to be blown off as necessary.
- 6. Minor mulch touch up on model homes is included.
- 7. Minor tree trimming (under 12' tall) including palm trees, is included.

Exclusions:

- 1. Remulching and replacement of annuals will be on an as needed basis and by separate agreement.
- 2. Major tree trimming above 12' in height.
- 3. Plant and or tree replacement.
- 4. Construction related maintenance (tree save areas, etc.)
- 5. Aquatic spraying / weed control.

I have read and agree to the above:

Company: _____

Printed Name: ______Title: ______

Signature:	Date:
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