

## **ADDENDUM “D”**

# **Aluminum and/or Vinyl Soffit and Fascia 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 TRADE CONTRACTOR’S work will not be considered complete until all specifications herein contained are fully met.

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## 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)
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- 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, "If Applicable".
- e) All work has been installed and completed as per Contract Scope of Work, Community Specifications and Manufacturer's Instructions and Recommendations.
- f) All related requirements per Superintendent have been completed.

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## **SCOPE OF WORK**

This subcontract shall include all labor and material related to the exterior soffits of houses not herein after excluded and shall specifically include, but not be limited to the following:

1. Aluminum and/or Vinyl Soffit Material
2. J Channel
3. Aluminum Nails, Staples, Caulking, etc.
4. Installation Of Above
5. Warranty and Service
6. Clean Up
7. One Year Warranty from Final Closing, Same as Superintendent's Warranty
8. Hold All Required Licenses and Insurances

All work performed under this subcontract shall be in accordance with the plans, Park Square Homes, FHA, 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 homes.

## **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,

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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, "If Applicable".
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 agrees to receive a V.P.O. from the PSH Builder before beginning any extra work with an agreed upon amount.

## **SPECIFICATIONS**

- A. Complete all work on schedule, as requested by the PSH Builder.
- B. Color of aluminum and/or vinyl to be verified prior to ordering.
- C. Any and all adjustments that may be required are to be done by Trade contractor. Same as warranty.
- D. The Trade contractor is responsible for delivery, unloading, storage handling, and maintenance of all its materials and equipment.
- E. All soffit material is to be free of defects and scratches.

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- F. Any damage caused by installation of any product, is the Trade contractor's responsibility to correct or replace damaged product at no extra cost to Park Square Homes.

Notwithstanding the above noted items, this contractor has totally familiarized himself with the 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.

**I have read and agree to the above:**

**Company:**\_\_\_\_\_

**Printed**  
**Name:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

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