SCOPE Update: May 8, 2017

ADDENDUM "D"

TRUSSES MANUFACTURING
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.

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 Manufacturer’s 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 task in “Exhibit B-1” and below.

1. Trusses As Per Plans/Specifications
2. Shop Drawings
3. Unloading At Site
4. Engineer’s Certificate
5. Replacement Of Faulty Trusses
6. Truss Delivery
7. Service and Warranty Work

Hold all necessary licenses and insurance.

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 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. It shall be the TRADE CONTRACTOR'S responsibility to verify local codes and to perform all work in compliance with such codes. In the event that there is a discrepancy between the plans/specifications and local codes, the local codes will dictate. In the event there is a discrepancy between the plans and specifications, the TRADE CONTRACTOR will immediately notify the Superintendent on the Project of such discrepancy for a decision. TRADE CONTRACTOR shall not substitute any materials or change any construction details without the prior written consent of the Owner/General CONTRACTOR.

8. TRADE CONTRACTOR shall be responsible for maintaining current occupation and TRADE CONTRACTOR Licenses as required by State and Local Regulations, as well as all necessary insurances.

9. TRADE CONTRACTOR shall warrant workmanship for a period of one (1) year from the date of truss inspection.

MANUFACTURING SPECIFICATIONS

DESCRIPTION OF WORK: TRADE CONTRACTOR shall furnish all Truss materials, prefabricated, certified, and delivered to the building site in accordance with plans and specifications.

1. Gable ends shall be studded sixteen inches (16") on center.

2. Truss seats shall be nailed to the bottom of each truss.

3. Prior to fabrication, TRADE CONTRACTOR shall furnish the CONTRACTOR with shop drawings, including a framing plan showing bracing, etc., signed and sealed by a Florida Registered Engineer. TRADE CONTRACTOR shall warrant that the design and materials are all in compliance with local code requirements.

4. Repairs to damaged or defective trusses, if required, will be completed within seventy-two (72) hours after delivery or after notification of such damages by the CONTRACTOR or TRADE CONTRACTOR can pay the framer at their expense.

Said repairs shall be certified in writing to the CONTRACTOR by the Design Engineer.

5. TRADE CONTRACTOR shall coordinate fabrication schedule and delivery dates with the CONTRACTOR so as not to delay the Project schedule. TRADE CONTRACTOR shall be responsible for relocating any trusses that are not delivered where directed. Unloading position will be at a location designated by the CONTRACTOR'S Superintendent. Unloading will be performed in a manner that will not affect the structural integrity of the members or gusset plates. If, in the opinion of the Superintendent, unloading could have caused damage, even though not visible, TRADE CONTRACTOR shall order Design Engineer to inspect suspected damage and to certify the structural integrity or replace trusses in question. The certificate shall be specific as to the identification of the truss being recertified. If a repair is required after a truss is in place, recertification shall designate the exact position of the repaired truss being recertified.

6. TRADE CONTRACTOR shall manufacture and deliver trusses as per code to the address indicated on the schedule of properties.

7. New design cannot be used by the TRADE CONTRACTOR without approval by CONTRACTOR.

8. If TRADE CONTRACTOR ships extra trusses, these trusses must be removed from the work area, or site, at his own expense.

9. All truss deliveries must be placed in an area that will not slow down or interfere with the construction process.

10. TRADE CONTRACTOR will be responsible to correct all deficiencies found by CONTRACTOR Agent in a timely fashion and prior to Invoice submittal.

11. It will be the TRADE CONTRACTOR'S responsibility to bring to the Superintendent's attention any discrepancies in workmanship that could affect his trade.

12. Walk-thru orientation and Customer Service requests shall be completed within two (2) working days upon notification. TRADE CONTRACTOR shall further assign an individual qualified in making repairs of said nature, to work directly with CONTRACTOR Customer Service Department and/or Superintendent handling walk-thru orientation.

13. All material is warranted for a period of one (1) year from date of inspection.

14. All work shall be completed in accordance with the schedule established by the Superintendent. TRADE CONTRACTOR shall be responsible for deliveries scheduled in a timely manner.

15. Trusses will be delivered to the job-site without destroying or damaging any type of property including; sod, irrigation, electrical utilities, water or sewer utilities, or any type of private property.

16. Truss delivery driver will notify the Superintendent or CONTRACTOR Main office if any damage is done upon delivery of trusses and material.

17. Trusses will be delivered and dropped onto an even plane.

18. Truss deliveries will be completed in one day.

19. Truss engineering will be delivered with trusses to the Superintendent or left at the construction office.

20. Truss hardware (if included) shall be delivered to the construction jobsite.

21. To begin and complete all work per schedule.

22. To receive a V.P.O. from CONTRACTOR before beginning any extra work with an agreed upon price.

23. TRADE CONTRACTOR may be fined up to $100.00 per day for nonperformance unless verbal communication is relayed to CONTRACTOR Superintendent 24 hours in advance.

24. At all times, TRADE CONTRACTOR must:

    (a) Construct, operate and maintain a safe and healthful work place and:
    (b) Provide to its employees the protective clothing, equipment, training and safety devices necessary to assure compliance with relevant State and Federal Safety & Health Standards.
    (c) Wear an OSHA approved hard hat at all times while on CONTRACTOR'S property. Failure to do so will result in a $100.00 fine that will be deducted from your check.

25. 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.

26. If applicable for scope of work, TRADE CONTRACTOR will provide CONTRACTOR with a Fall Protection Plan as required by O.S.H.A.'s 1995 Fall Protection Standards.

27. Specifications and model home warranties will start at the time of the buyer closing.

28. TRADE CONTRACTOR shall honor typical guideline warranties.

Notwithstanding the above noted items, this 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.