ADDENDUM "D"

PLUMBING
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

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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 B-1" and below.

1. Sewer service
2. Water service
3. Layout and installation of all rough plumbing to exact dimensions and elevations required.
4. Sewer connection extending from each dwelling to the sewer tap location provided by other (plan "as built" location will be available at construction trailer).
5. All water supply lines, shut-offs, faucets, valves, escutcheons, and fittings as required.
6. Sewer and water lines need to be stubbed out from the front of the unit(s). All lineal footage of sewer and water lines will be installed from the front of the unit(s) to the connection at curb stub out.
7. All fixtures, fixture trims and fixture accessories, hose bibs, laundry stations and water heaters to be supplied by TRADE CONTRACTOR.
8. All water or air pressure tests on supply lines as required.
9. All fixtures shall be fully protected after installation, including protective plastic covers for tubs and shower bases. TRADE CONTRACTOR shall be responsible for any damage to tubs as a result of no liner being installed
10. All drain traps, P-traps, floor drains and clean-outs.
11. Supply and install A/C chase per plan, if ground mounted place approximately 8" below finished floor (where applicable) and extend above ground at AC pads.
12. All required licenses, inspections, permits, work approvals and insurances.
13. All required caulking and flashings at all locations where piping penetrates the exterior surfaces of unit(s), and flashing or sealing for fire blocking at garage walls.
14. All plumbing stacks to the rear of the unit(s) where possible or as specified on plans.
15. Spray attachment at kitchen sink per specifications.
16. Dishwasher, hook-up and securing in place, plumb, level and flush to cabinets

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17. Furnish and Install disposal.
18. All refrigerator icemaker lines with box and valve.
19. Broom clean and removal of all debris generated by the work daily.
20. One-year warranty begins with buyer's closing date and 2 years for plumbing behind the walls.
21. Warranty service work, including a 24-hour emergency phone number, sufficient personnel to complete emergency repairs at any time and warranty service on schedule.
22. Proper ratio of licensed/non-licensed plumbers on job site as determined by local governing agencies.
23. Install connection to water meter.
24. Shower Pan Installation:
    a. Liner to be installed a minimum of 8" above finished floor.
    b. Liners to be installed with Simplex nails, no framing head or drywall screws to be used.
    c. Dam corners are to be installed on all corners and securely glued.
    d. Curb is to be wrapped with liner.
    e. Wrap jam with 2" vertical overlap.

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 REQUIREMENT (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 agrees to a seven days a week, twenty four hour a day emergency service during the warranty period. One year warranty commences at the unit(s) closing date.

8. TRADE CONTRACTOR shall provide, at no extra cost to CONTRACTOR, temporary water service consisting of risers and hose bibs attached to curb cock and shall be removed by TRADE CONTRACTOR when notified by CONTRACTOR.

9. TRADE CONTRACTOR will provide and install protective devices on all drains, pipes, fittings to positively prevent construction debris from entering the drainage system. If drainage system becomes clogged or damaged by construction debris or other materials, TRADE CONTRACTOR assumes responsibility for repair if he has not provided reasonable and adequate protection.

10. All option pricing will be returned to Purchasing Department within 24 hours of receiving option pricing request. If pricing is not received within this time frame, CONTRACTOR'S will assign prices.

11. Any new plan types or any new contract proposals must be accompanied by (2) complete sets of as-builts, acetates, Mylar's for actual field locations of clean-outs and all piping as per approved schematic layout, before final payment is made.

12. Supply electrical power as necessary and supply lead boots for all penetrations.

13. TRADE CONTRACTOR is responsible for all plumbing materials up to and during the installation as verified by CONTRACTOR'S Superintendent and will replace the same when damaged or stolen.

14. TRADE CONTRACTOR shall protect shower pan (membrane) with two layers of cardboard.

MATERIALS

1. All plumbing fixtures to be as follows: In the event that TRADE CONTRACTOR requests the use of an equal to or better item, it is the TRADE CONTRACTOR'S responsibility to satisfy the CONTRACTOR that like products will be used. All fixtures and trim used in the Models will be standard throughout the balance of the contract.

    a. Vent Piping shall be ABS — DWV Plastic. No higher, above roof, than code allows.

    b. Hose bibs per plan with approved brass back flow device front and rear locations extending "2" past exterior. Verify with Superintendent for actual locations during construction rear hose bib s/b make operational (only). All screw holes should be applied per manufacturer's recommendations.

    c. Upstairs laundry room washer pan shall include drains.

    d. Laundry: hot and cold water supply valves, in boxes, and drain to be contained in a recessed pan at all floor laundry room's valve box. Laundry services located on floors to include Smitty Pans.

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e. Ice Maker Supply: to be in a recessed trimmed valve box with separate valve at the location on the refrigerator. TRADE CONTRACTOR shall provide necessary framing to ensure a secure, plumb and flush valve box to wall.

2. Pipe Schedule:
    1. Dwelling unit drain system shall be ABS-DWV plastic or approved equal.
    2. Vent piping shall be ABS-DWV plastic
    3. Water service shall be ¾" CPVC schedule 40 water service piping.
    4. Water piping below slab shall be C.V.P.C.
    5. Dwelling unit water system shall be C.V.P.C. Pipe.
    6. Potable (drinking water) distribution system used in the construction of the units shall not contain more then 0.2 percent lead in any solders and flux. Any pipes or pipe fitting used shall not contain more then 8.0 percent of lead.

3. Hot water heaters are to have a five (5) year from close of escrow guarantee by manufacturer.

4. TRADE CONTRACTOR shall supply flashing for all roof vents installed by others. One hard metal flashing for asphalt shingle and one aluminum and one hard for tile roofs.

PLUMBING ROUGH

5. Furnish and/or install fixtures and materials per Material Specification set forth in this Trade Contract Agreement. No substitutions or fixture changes to finish and rough specifications shall be allowed unless said change has been previously agreed to in writing by the CONTRACTOR.

6. TRADE CONTRACTOR shall be responsible to check all dimensions to assure correct pipe alignment into walls. If TRADE CONTRACTOR'S work does not align properly per plans; all costs, if any, for the relocation, will be borne by the TRADE CONTRACTOR.

7. Verify location of all walls and ceiling heights with Framer so as to have all plumbing completely inside all walls and ceilings. A 1/8" tolerance will be acceptable, except at tiled walls, baseboard, ceiling locations, mirrored walls and baseboards, where zero tolerance will be accepted.

8. Rough plumbing embedded in foundations and slab shall he installed per plan and in coordination with the Concrete TRADE CONTRACTOR.

9. TRADE CONTRACTOR shall trench, fill and compact all yard plumbing to the requirements of the Soils Engineer, City, County and State Codes. TRADE CONTRACTOR shall be responsible for any settling for a period of one year from acceptance by government agency and CONTRACTOR. Any damage to landscaping, flatwork, slab, etc. caused by settling of plumbing trenches shall be repaired within 24 hours of notification or the TRADE CONTRACTOR shall pay for these costs.

10. Furnish and install a complete sewer system including all piping, venting, back flow preventers, connections, hardware, nails, strips, separators, isolators, shut-off valves each and every waste and drain receptacle required per applicable Building Department Codes, current city ordinances and plans.

11. Furnish and install clean-outs on the ends of the sewer laterals as required. Vents may be tied together above upper floor fixtures as per code and should be installed so caps can be placed on rear of roof unit unless impractical to do so (to

minimize roof penetrations).

12. TRADE CONTRACTOR shall provide cleanouts 2” above finish grade prior to sod or mulch. The locations of cleanouts shall meet and pass all applicable code requirements and per plans. Any cleanouts within the unit(s), if not covered by a cabinet or any other approved device, shall be covered by an approved flush cleanout cover. All plumbing cleanouts shall extend **1/4”** past finished surface. No clean outs in interior finish walls or flatwork.

13. TRADE CONTRACTOR shall provide ¾” or 1” where required water services from unit(s) to water meters with a 1” shut off valve. 1” service shall be installed a maximum of 24” below finish grade and a maximum, of 12” from adjacent wall or structure. TRADE CONTRACTOR shall install C.P.V.C. water service lines a minimum of 12” (or per code if greater) below finish grade. TRADE CONTRACTOR shall install sewer and drain lines at a minimum of 12” below grade.

14. Sewer and water lines are not to run under exterior slabs or driveway unless approved by Superintendent.

15. Sewer clean out not to terminate inside concrete slabs garages or walkways/driveways.

16. After installing water and sewer lines they are backfilled and compacted as to eliminate settling. All settling that occurs after completion of landscaping will be repaired by TRADE CONTRACTOR. CONTRACTOR must reinstall all permit boards and signs. TRADE CONTRACTOR shall insure that finish grade is even with surrounding grade when complete.

17. Main line shut-off valves to each service to be included. Set Water Meter box 1”-2” above finish grading.

18. Under no circumstances shall a truss member be cut or altered. Any framing blocks removed shall be replaced by the TRADE CONTRACTOR. Install approved structural straps all top/bottom plate penetration. Plumbing pipe depth to be a minimum of one foot from top of pipe to finish grade.

19. If metal framing is utilized, water piping shall be insulated from the framing structure with plastic inserts.

20. TRADE CONTRACTOR shall strap, wedge, and secure all water and waste lines to prevent vibration and pipe groans. TRADE CONTRACTOR further agrees to correct any occurrence of these problems during the first year the unit(s) is occupied.

21. TRADE CONTRACTOR shall install one non cut piece escutcheons tightly around all pipes through walls, kitchen cabinets, laundry sinks and vanities, etc. and must clear baseboard at all areas.

22. Anti-siphon valves are required and shall be installed per Code and Manufacturers installation instructions. at each hose bib.

23. Where backflow preventors are required, then preventors must be included in this contract price.

24. Nail plates and structural straps installed per code.

25. If pipes are closer than **1/2”** to outside of stem walls, then a wire lath is required for proper patch bonding. Caulk or seal gaps at FAU platform where plumbing pipes protrude per fire codes at firewalls.

26. All sound isolation installations to meet all applicable Building Department Codes

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and authorized government agency requirements for soundproof unit(s) provisions. TRADE CONTRACTOR shall include all isolation and sound details per the plan specifications. Isolate all water lines from other pipes and framing members using suspended rubber grommet or rubber lined hangers.

27. Rough-in for shower shall be such as to accept installation of a shower head at a height of 74" above finish floor. TRADE CONTRACTOR shall use silicone caulking solid behind escutcheon plates on finish then caulk around escutcheons.

28. TRADE CONTRACTOR shall provide twist and turn or approved equal waste and overflow in finish to match tub fill for all tub and shower drains.

29. Bathtubs and shower bases will be installed with protective liners. Tubs to be level, square and flush with studs. All drops in tubs are to have the floor of the tub supported per manufacturer's recommendations. Any installation that can not be set square must be brought to the Superintendent's attention.

30. Shower pan liner and drain installation shall be installed per the attached drawing and specifications acknowledged by TRADE CONTRACTOR.

31. CONTRACTOR shall provide water pressure for each line prior to walls being closed and shall accept all responsibility for leaks and /or any subsequent damage repairs necessitated by piping not being in a pressurized condition through the completion of the unit(s).

32. TRADE CONTRACTOR shall provide pipe insulation for hot water supply lines as required.

33. TRADE CONTRACTOR shall furnish and install C.P.V.C. water lines within walls to refrigerator area of each dwelling unit for future icemakers. Exposed icemaker line shall be installed in the area behind the refrigerator (not inside of cabinets).

34. Rough-in and connect dishwasher with minimal gap (no more than 3/8") at dishwasher. Dishwasher to be connected with 3/8" waterline. Garbage disposals to be supplied with pigtail by Plumbing TRADE CONTRACTOR and installed on dishwasher side of sink. Secure dishwasher to countertop.

35. TRADE CONTRACTOR shall install and thoroughly cover ice maker and washer/drain boxes after installation so as to keep them clean during construction. TRADE CONTRACTOR to screw face frames at laundry and ice maker boxes as per manufacturer's specs. Boxes to be installed level and flush to drywall.

36. All fixtures to be water tested after installation.

37. Provide a double drain laundry room washer rough-ins and stub-outs including recessed boxes (block areas stub-outs are allowed). All laundry room plumbing to be completed as necessary.

38. After successful completion of tub set inspection, all sewer lines are drained and open piping is capped.

39. Lavatory plumbing shall be properly CENTERED under sinks.

40. Caulk all sinks, tubs and lavatories with latex silicone that matches fixture color.

41. Provide and install wax flange bowl rings for water closets.

42. Furnish and install a water heater to local code and manufacturer's specifications. Pressure relief valve to be plumbed to the pan. Water heater installed on finished floor grades or above shall be installed in pans with drain

lines plumbed to below finished floor grade.

43. Supply and install AC chase approximately 8” below finish floor and extend above ground at condenser pad.

Gas: (Where applicable)

1. Stove/Oven, Water Heater, Gas Furnace and location of Clothes Dryer as indicated in drawings.

2. Rough gas line for wood burning fireplace log lighter shall be installed and capped by Plumbing TRADE CONTRACTOR prior to delivery and installation of metal fireplace box. Log lighter capped gas pipe stubbed into firebox. Log lighter valve (with escutcheon plate and turn and-on key) shall be furnished and installed by Plumbing TRADE CONTRACTOR. Location of valve to be outside of fireplace finish material.

3. TRADE CONTRACTOR shall install gas line and install and secure appliances, square and level (using leveling legs).

    - Gas system shall be schedule per code, sized in accordance with Building departments requirements, and be fire proof at penetration. (Exception: gas pipe leading from log lighter valve through firebox shall be galvanized, and shall exit a minimum and maximum of 2” into the firebox.)

4. Supply and install water heater flues to meet all current codes. Install plumb and run minimum height above roof and closet to rear of unit(s) if possible, no higher. Locations pre-approved by Superintendent.

5. Provide sheet metal roof jacks for all necessary vents as required. Coordinate delivery and installation of roof jacks with the Roofing TRADE CONTRACTOR. Water heater cap installed at top-out will be screwed to vent pipe (3 screws minimum).

6. TRADE CONTRACTOR to hook-up and test Log Appliances prior to move-in.

7. Gas piping at fireplace, minimum of 2” or a maximum of 4”. Stub through firebox fire proof

8. Contact Utility Gas Company for locations of gas stub-outs.

9. Exterior gas main shall be capped at all times to prevent debris from entering.

10. Install gas line with stub to dryer in utility room with shut off valve & cap. Line shall extend no more than 1 1/2” from the finished wall and up high enough to clear baseboard.

PLUMBING WARRANTY SERVICE – FIRST AND SECOND YEAR

The Trade contractor agrees to the terms and conditions that follow herein:

During the first year of the warranty period, which commences on the day that title transfers to the original homeowner on the covered home, the Trade contractor warrant’s that the covered home will be free from:

1. Significant defects in materials or workmanship.
2. Significant defects in the plumbing system, including piping portions of the system.

During the second year of the warranty period, one year after the day that title transfer is made to the original Homeowner(s), the original Trade contractor warrants that the covered home will be free from:

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1. Plumbing (water supply system fails to deliver water) all connections to municipal water main and private water supply (except equipment, pumps, motors, valves, switches and related items) shall be the Trade contractor's responsibility. Private systems shall meet applicable codes at time of construction. Trade contractor agrees to correct if failure is the result of faulty workmanship or material.

2. Plumbing (sewage system fails to operate properly) stopped up sewers, fixtures and drains will operate properly. Trade contractor will not be responsible for sewers, fixtures and drains which are clogged through homeowner/renter negligence, lack of system maintenance, or other causes attributable to actions of the homeowner/renter(s). Trade contractor agrees to correct if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the trade contractor as determined by local code requirements in effect at the time of construction.

3. Plumbing (leakage from piping) no leaks of any kind shall exist in any soil, waste, vent or water pipe (excluding irrigation piping). Condensation does not constitute leakage. Trade contractor shall make repairs to eliminate leakage. Burst pipes due to freezing are a homeowner's responsibility.

Appliances, fixtures or pieces of equipment, which are covered by a manufacture's warranty, are NOT covered by this warranty. Defects in any of the systems resulting from failures in appliance, fixture or piece of equipment covered by a manufacture's warranty are NOT covered by this warranty.

Responsibilities of the Trade contractor:

If a defect occurs on an item during the applicable part of the warranty period and the item is covered by this warranty the Trade contractor will repair or replace the defective item in a timely manner. (Trade contractors are required to call the Homeowner or Management Company to set-up an appointment within 24-hours or by the end of the next working day after a warranty request has been phoned or faxed in to their office). Any repair or replacement procedure shall not extend the warranty period or any applicable part thereof.

Exclusions:

Any damage that is caused or made worse by:

1. Failure by the homeowner/management company to give notice to the Original Superintendent/Trade contractor of any defects within a reasonable time.

2. Negligence in proper maintenance and/or operation by anyone of the systems warranted under this warranty.

3. Changes, alterations or additions made to the covered home by anyone other than those performed under obligations of this Warranty.

4. Failure by anyone to comply with warranty requirement of manufacturers of appliances, equipment or fixtures.

5. Any defect in, or caused by, materials or work supplied by other than the Original Superintendent, in the covered home, its employees or agents or Trade contractors.

6. Normal wear and tear or normal deterioration.

7. Any loss or damage which the homeowner(s) or their management company have not taken timely action to prevent or minimize.

8. Insect damage.

9. Loss or damage not caused by defect in construction of the covered home by the original Superintendent, its employees, agents or Trade contractors, but resulting

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from accidents of riot or civil commotion or acts of god, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, floods, mudslides, sinkholes, earthquakes, volcanic eruptions and changes in the level of groundwater tables.

10. Any loss or misuse damage that may arise while covered home is being used primarily for non-residential purposes.

11. Cost of transportation, food, storage, moving, shelter or other incidental expenses related to relocation during repair.

12. Any claim reported to the Superintendent after an unreasonable delay or later than 30 days after the expiration of the warranty term.

13. Consequential Damage: Any damage or bodily injury which follows as a result of structural damage, or defects including defects in plumbing, electrical, heating, cooling or other items covered under this warranty.

14. Any material or workmanship supplied by the original Superintendent, its employees, agents or Trade contractors covered by another warranty.

I have read and agree to the above:

Company: _____

Printed Name: _____ **Title:_____**

Signature: _____ **Date:_____**

_____ **Date:_____**
Park Square Homes

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