

ADDENDUM “D”

PAINTING 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 Painting 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)
- Change Authorization Requests and Change Orders
- CONTRACTOR'S "Best Practices"
- Soils Report
- Product Requirements and Recommendations
- Color Wheel Specifications
- Plot Plan
- Addendum "A" Terms of Payment
 1. Exhibit A-1 Trade Contract Payment Schedule
 2. Exhibit A-2 Trade Contractor Administrative Procedure
- Addendum "B" Scheduling
 1. Exhibit B-2 Community Schedule
 2. Exhibit B-3 Trades Specific Schedule
- Addendum "C" General Conditions
- Addendum "D" Scopes of Work
 1. Exhibit D-1 Trade Contractor's Quality Checklist
(All items on the checklist must be completed prior to TRADE

- CONTRACTOR submitting for payment)
2. Exhibit D-2 Community Specification

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 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.

Draw Schedule – is as follows as stated on Exhibit A-1 Payment schedule.

Draw # 1 – Cost Code 9-050 – Paint Exterior
Draw # 2 – Cost Code 9-055 – Paint Interior
Draw # 3 – Cost Code 9-057 – Paint Final

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. All Exterior Siding, Fascia, Trim and Block Walls (Includes Shutters and accent pieces)
2. Roof Vents, Plumbing Stacks, Exhaust Vents, and Chimney Stacks
3. Surface Preparation and Caulking
4. Front Entry Door, Garage Service Door
5. Overhead Garage Door
6. Exterior Door Trim
7. Install Shutters (when applicable)
8. Interior Walls, Door Jambs, Wood Trim, Railings and Ceilings (if applicable)
9. Painting Interior Doors
10. Painting Exterior door trims
11. Painting Fireplace Mantels and Window shutters
12. Touch-up of Pre-manufactured Items
13. Clean-up
14. Warranty/Customer Service Work, Orientation Walk-thru Requests
15. Hold All Required Licenses and Insurances.

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,

Trade Contractor Initials_____

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 be responsible for the restoration of any cement to its original appearance in any case where painters spill or drip paint on surfaces.
8. All fireplaces, chimneys, fireboxes and facings, as applicable, shall be painted according to plan in a manner with a paint designated by CONTRACTOR.
9. TRADE CONTRACTOR shall provide such punch-out work as may be necessary to bring the entire painting job to the complete satisfaction of the CONTRACTOR and Buyer.
10. TRADE CONTRACTOR shall provide, install and maintain all drop cloths, barricades, masking and other forms of protection necessary to safeguard and keep clean adjoining work, finish floor and concrete surfaces.
11. It is the specific intent of the CONTRACTOR and TRADE CONTRACTOR that the types of paint and number of coats as described herein shall be construed as minimum acceptable applications and must meet all applicable governing agencies and code requirements. TRADE CONTRACTOR warrants that such applications shall be adequate for full and complete coverage. Such coverage shall be of a nature so that no tape, joints, brush lines, and drywall discolorations show through after the paint is applied. TRADE CONTRACTOR shall provide such additional coats of paint as might be necessary to achieve complete coverage at no additional cost to CONTRACTOR. There will be no additives to any paint under any circumstances.
12. TRADE CONTRACTOR agrees that all back charges for damage to his work by other TRADE CONTRACTOR'S will be handled between said TRADE

CONTRACTORS. If TRADE CONTRACTORS process back charge there will be a management cost added (at a minimum of \$100 per occurrence).

13. TRADE CONTRACTOR shall leave all tubs, showers, cabinets and other finished surfaces clean and free of paint. All places where paint joins finished surfaces shall be masked or otherwise prepared so as to ensure a clean-straight line of the finished product.
14. All surfaces shall be sanded by the TRADE CONTRACTOR to remove any foreign materials and/or excess texturing material for the surface prior to painting. No paint is to be applied over unclean surfaces. Walls are to be prepared to paint to the satisfaction of CONTRACTOR'S Superintendent.
15. TRADE CONTRACTOR shall use lightweight spackle to fill all holes in surfaces prior to be painted. Painter to putty all gouges
16. TRADE CONTRACTOR shall caulk or fill all joints, gaps, and seams where finish or trim elements meet walls and ceiling prior to application of paint using only latex base caulking, and again, if necessary, after paint is applied.
17. Keep supply and return ducts and grill openings free of paint and/or residue.
18. All sheet metal is to be properly prepared to receive paint and shall be primed prior to painting.
19. Base and/or base shoe adjacent to enameled surfaces shall be enameled.
20. TRADE CONTRACTOR shall reinstall all hardware, re-hang doors and bi-folds and restore, back to original condition, any items which were removed by this TRADE CONTRACTOR' S employees, agents or representatives within 24 hours. All door sweeps and weather-stripping must be replaced with the exception of the weather-stripping for the front door which will be stored in the attic access.
22. Questions on specifications refer to Color Wheel Specifications book prepared on March 7, 2007
23. Interior shelves of linens, closets (where applicable), and pullman shall be painted per specifications.
24. TRADE CONTRACTOR shall prime and paint all fascia boards prior to roofing.
25. Paint returns on windows to match adjacent wall.
26. Final production paint punch-out is to be done **after** drywall final punch-out and **after** final clean-up.
27. This Contract includes staining of all stain-grade wood, including stairs, where applicable. Kitchen and Master Bath cabinets to be pre-finished by others. Wood handrails and stair balusters shall be smooth to the touch and uniform in finish. All stained wood to be optional.
28. This Contract includes painting of **six (6) sides** of doors, interior and exterior painting prior to weather-stripping and finished interior of garages.
29. At least one (1) coat of primer and one (1) coat of semi-gloss enamel is to be applied to the following surfaces: interior doors, trim, bath and ceilings (nook walls and ceilings, where applicable), mantle stock, miscellaneous interior trim, including paint-grade cabinetry. Remaining walls to receive at least two (2) coats of flat paint to cover.
30. Specifically included but not limited to are each of the following:

Trade Contractor Initials_____

- a. Cementitious accent, front doors, garage doors, shutters and railings.
 - b. All woodwork and door repairs, as needed, for all damage, chips, etc., including sanding of all door edges.
 - c. All flat wall surfaces are to be sprayed and back rolled exceptions shall be closets which may be sprayed.
 - d. All baseboards and base shoe are to be caulked and puttied.
 - e. All exterior wood to receive two (2) coats of exterior stain and/or paint, including shutters (where applicable). Exterior shall be sprayed, faced-off by brush and roller and touched up. (The first coat must be thoroughly dried before second coat can be applied).
 - f. Wrought iron and/or metal to be painted, as required.
 - g. All painted surfaces to be free from runs, sags, air pockets, bubbles, etc.
31. Contract includes one (1) touch-up prior to carpet being installed and one (1) touch-up after carpet is installed, to be referred to as Paint Final, and one (1) touch-up after Buyer walk-thru orientation, one (1) touch-up at Superintendent and one (1) at COH.
32. All paint shall be removed from all items not intended to be painted, to the complete satisfaction of CONTRACTOR.
33. After contract 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 his Superintendent the terms of the contract and particularly the Scope of Work that pertains to the type of materials and workmanship will be installed as contracted.
34. Painting TRADE CONTRACTOR will be required to supply his own metal storage bin for painting materials. Superintendent shall approve location of storage bin. The TRADE CONTRACTOR shall thoroughly clean any areas used as paint bin, soiled rags, waste materials, etc., which could cause fire shall be placed in self-closing metal receptacles. Storage receptacles shall be removed from the jobsite and disposed when directed to do so by CONTRACTOR.
35. Metal roll-up sectional garage doors (primed by others) shall receive one (1) coat of exterior semi-gloss acrylic latex enamel (only if full coverage) on front of door as per CONTRACTOR color schedule. TRADE CONTRACTOR shall protect all garage door hardware. If garage door inside hardware is over-painted, hardware shall receive one (1) coat of black oil-base paint.

Clay or Concrete Tile Roofing: (if shown on plans)

- 1. Prior to roofing materials being installed Painting TRADE CONTRACTOR shall paint all wood and metal flashing at roofing area. This shall be done to avoid walking on the tile roofs after installation of tile roofs.
- 2. It shall be responsibility of the Painting TRADE CONTRACTOR to remove, or be subject to replacement costs, paint and/or over spraying that may occur on finished roofs from his operation.

INTERIOR:

- 1. Finish semi-gloss painting of ceilings and walls shall be rolled. Under coat sealers can be sprayed.
- 2. Finished flat coat painting will be applied to cover. Ceiling can be sprayed. Walls

shall be sprayed and back rolled.

3. Finished semi-gloss painting on interior hollow core (flat surface) doors shall be sprayed and back rolled. NOTE: Finished semi-gloss painting on interior doors or raised panel type doors shall be sprayed.
4. Finished painting application can be sprayed with full coverage on the following items (but not limited to) paint grade cabinets inside and out, base, shoe, door trim and jambs inside of closet walls, ceiling, shelf and pole, wood caps, ornamental wrought iron.
5. Regardless of the minimum number of coats called for the Contract, TRADE CONTRACTOR will be required to obtain complete coverage to the satisfaction of the CONTRACTOR, Building Department, and all applicable governing agencies and code requirements. Per Color Wheel specifications.
6. Drawers, doors or any such finish items removed by Painters for staining or painting shall be replaced by the Painting TRADE CONTRACTOR within 24 hours.
7. Handrails as shown on plans shall receive one (1) coat of primer enamel undercoat and one coat of high gloss enamel to full coverage sprayed whenever possible.
8. **No cleaning of equipment in the unit(s) or at any unit(s) hose bib. At any time, no spillage into landscape areas will be tolerated.**
9. All base and base shoe shall be semi-gloss.
10. Prior to painting walls and ceilings, all areas shall be in proper conditions to receive paint. If these conditions do not exist, TRADE CONTRACTOR shall notify Superintendent.
11. TRADE CONTRACTOR shall tape off all bi-fold tracks, hardware, and all items not to receive paint prior to spraying.
12. Luminous ceiling light soffit cavities or skylight cavities (if shown on plans), shall receive full inside paint coverage of ceiling and wall color for light illumination.
13. Caulk garage wall to ceiling, full bead. Including all voids in drywall at wires and electrical.
14. All plant shelves and other horizontal designed by Superintendent to receive one (1) coat of enamel over the flat wall coat.
15. Kitchen back wall where slide-in type ranges are to be installed shall be full coverage semi-gloss enamel per manufacturer's specification.
16. If it becomes necessary for painter to remove doors, TRADE CONTRACTOR shall be responsible for the removal, care, and re-changing of all doors back in the proper openings. If damage to the finish product results from removal, TRADE CONTRACTOR shall be responsible for complete replacement of the items.
17. Painting TRADE CONTRACTOR shall supply touch-up kit of one pint of each interior color for unit(s) buyers touch-up for each lot at no charge. These containers shall be made available to the CONTRACTOR'S Representative at the job site, which is included in Contract Unit Prices. All touch-up containers shall have Lot #, Paint #, Color Manufacturer, and Area used. NOTE: Kitchen cabinet stain or lacquer will NOT be available.

EXTERIOR:

1. Metal exterior door and roll-up sectional garage doors and/or (primed by others): One (1) coat only exterior acrylic semi-gloss enamel (fronts only). (Per approved color scheme)
2. Exterior stucco: pop-outs, accents and plant on, spray and back roll or roll two (2) coats exterior solid body stain after color coat. (Per approved color scheme)
3. Hand railings and ornamental iron: Primed by others. Two (2) coats exterior latex gloss enamel, black. (Per approved color scheme)
4. TRADE CONTRACTOR shall paint all exterior door trims to include muttons and mullions of color to match doors.
5. TRADE CONTRACTOR shall caulk all exterior outlets, dryer vents, meter boxes, returns, hose bibs, irrigation timers, stucco bead, windows, and trim bands.

SHUTTERS (if applicable)

1. TRADE CONTRACTOR shall install shutters as indicated in plans and Owners Color Selection sheet as per manufacturers instructions and shall be installed with a 1" X 2" backer installed on track (rear) of shutter.

INTERIOR: SPECIALTIES

1. Wall sealer: One (1) coat primer sprayed on all ceiling and walls to include kitchen, bath, and/or service room, window sills and pot shelves. (Per approved color scheme and Color Wheel Specifications)
2. Enamel Walls: One (1) coat of production semi-gloss enamel, kitchen, bath and/or service room, window sills and pot shelves (rolled). (Per approved color scheme and Color Wheel Specifications)
3. Flat Walls: One (1) coat of interior flat wall paint sprayed and backrolled to 100% coverage. (Per approved color scheme and Color Wheel Specifications)
4. Enamel (paint grade) wood work: One (1) coat sprayed of latex enamel undercoat. One (1) coat sprayed production semi-gloss enamel. Includes: doors, casings, trim, wood caps, bumper jambs, pullman, linen and/or laundry cabinets. (Per approved color scheme and Color Wheel Specifications)
5. Beams and exposed trim: Two (2) coats solid body stain. (Per approved color scheme and Color Wheel Specifications)
6. Wood handrails/Starter Step: Two (2) coats solid body stain. (Per approved color scheme and Color Wheel Specifications)

CABINETS:

1. TRADE CONTRACTOR shall apply a fine line of caulking at the intersection of the pre-finished cabinets and the drywall.

I have read and agree to the above:

Company:_____

Trade Contractor Initials_____

Printed Name:_____ **Title:**_____

Signature:_____ **Date:**_____

Park Square Homes

Date:_____