

RESIDENCE OWNER SCOPE OF WORK

This Scope provides Residence Owners with a summary of the Replumb offered by the Settlement.

Notice and Pre-Replumb

Walkthrough – Prior to starting the work at your residence, a member of the Contractor’s team shall walk the residence with the residence owner or the agent of the residence owner to explain the scope of the Replumb, what should be reasonably expected during and from the Replumb, and to point out any foreseeable problems or issues. The Contractor may photograph or videotape the condition of the residence before the Replumb for comparison between the pre- and post-Replumb condition and is to provide the Residence Owner with all applicable warranty information (both Manufacturer and Contractor).

Schedule – In order to have an efficient process for all concerned it is imperative to understand that once you schedule a start date, it is set in stone. If you end up requesting to change that date within 14 days of your scheduled start date, it will require us to put your repipe at the back of the line behind all other homes with offers. In most cases this will be many, many months down the line.

Pre-Existing Damage – Contractor shall not be responsible for any pre-existing damage within the residence.

Residence owner Notice (Valuables & Pets) – The residence owner (or occupant) is responsible for securing all valuables, removing fragile or breakable items and moving draperies or other personal property and belongings that cannot be adequately covered to unaffected rooms prior to the Replumb. Further, the residence owner (or occupant) shall be responsible for confining pets, if any, or removing them from the property during the entirety of the Replumb.

Protection of Personal Property – The Contractor shall take all necessary measures to safeguard and protect the personal property of the occupants from damage or loss while the Replumb is in progress and the Contractor will be responsible for any such damage. The Contractor and/or its representatives shall not enter rooms in the residence where no Replumb work is occurring. The Contractor is required to place appropriate covering over floors where work is occurring, completely cover all furniture, flooring, and personal property in any room where Replumb work is occurring to protect against dust and other anticipated debris. Daily clean-up, during both the plumbing and drywall portions of the property is required.

The Replumb Process

Access to Residence – Contractor will require access to the residence between the hours of 8:00 am and 6:00 p.m. Monday through Friday. Different hours may also be scheduled with

approval of the residence owner.

Hotel & Expenses for Lack of Water – In the event that the occupant is required to move out because of a situation within Contractor’s control which results in water service not being restored to at least one bathroom (toilet, sink and shower) and the kitchen by 6:00 p.m. (or later if approved in writing in advance by residence owner) on any day associated with the Replumb, Contractor shall pay all reasonable hotel and living expenses incurred by Residence owner (or occupant).

Transition Point – The Replumb shall start at the exterior transition point which is the point where the interior plumbing system connects to the main service line. The main service line is defined as: That point where the main service line connects to the interior plumbing system at a valve or a manifold located at or near (within 10 feet) the outside perimeter of the foundation. A trench will be opened and refilled with dirt only for this purpose and in some cases may extend to the water meter. In some cases, and when necessary due to the local inspection authority requirements, a portion of the water main may be rerouted to go along the outside of the foundation wall. In that case, wherever it is exposed to the outside air (not underground), it will be insulated and covered with a metal chase.

Approved Plumbing Systems – The Contractor will replace or bypass the existing plumbing system within the residence with the Uponor AquaPEX system that conforms to all applicable codes.

Repair Standard – Contractor shall perform the Replumb in a first-class workmanlike manner according to the highest standards of performance in the plumbing and drywall industry.

Recirculation lines – For homes with recirculation lines, the new recirculation piping shall extend to within ten (10) feet of each fixture that the existing recirculation piping serves.

Insulation – New water lines installed in the attic must meet local code with respect to insulation. All piping will be insulated per local code specifications.

Drywall & Paint – If it becomes necessary to remove or cut any drywall, such drywall shall be re-installed, taped and textured, and then repainted to match the existing texture and color. Matching shall be such that no repairs or replacements or other work are reasonably detectable. When necessary, a wall or ceiling with drywall repair will be repainted from the nearest inside or outside corner to corner. Painting shall be consistent with the other walls in the room. Ceilings will be touched up and painted as required. Drywall and painting repairs may be performed by the Contractor’s crew, or Contractor may arrange for a separate subcontractor for this portion of the Replumb. Contractor is not responsible for custom paint finishes (*e.g.*, faux paint, murals, etc.). Every reasonable effort will be made to avoid cutting into walls with custom paint finishes including re-routing of the plumbing. In the event that the Contractor encounters custom paint finishes that cannot be avoided, the area of the opening utilizing the original contract color of the wall.

Wallpaper – Every reasonable effort will be made to avoid cutting into wallpaper, including re-routing of the plumbing. In the event that wallpaper must be cut, the area of the opening will be painted utilizing the original contract color of the wall. Any wallpaper outside of the access hole in the wall will not be removed as part of the scope.

Stucco – Every reasonable effort shall be made by Contractor to avoid cuts in stucco. When cuts are necessary in stucco, all repairs shall be done by an approved installer who will follow all applicable installation guidelines recommended by the stucco manufacturer.

Ceramic Tile - Every reasonable effort will be made to avoid cutting into ceramic tile, including re-routing of the plumbing. If it becomes necessary to remove ceramic tile to get to the tub and/or shower valves, Contractor will provide an appropriate cover plate to cover the opening when the opening is at a plumbing fixture (*e.g.* a hot water faucet). Should additional work be required that cannot be covered by a cover plate, the Contractor will cut out the ceramic tile to gain access, install backing as necessary and re-glue the drywall and tile back in one piece, assuming this can be done without breaking any tiles. Contractor shall be responsible to ensure all water proof membranes penetrated shall be brought back to at least the waterproof rating of the pre-existing membrane. If existing tiles are broken or damaged in the process, the Contractor will replace the tile with that same tile, if available, after backing and drywall are reapplied. If the same tile is unavailable the Contractor will replace the broken tiles with decorator tiles. The Contractor will make a reasonable selection of substitutes available from which the residence owner may choose, or the residence owner may locate and designate to Contractor his/her choice of replacement tile, provided such selection is reasonably close in cost to the tile being replaced and is chosen prior to the start of the Replumb. The Contractor will not be responsible for loose ceramic tile in the shower and tub areas as a result of wet drywall behind the ceramic tile caused by residence owner's (or tenant's) neglect of their maintenance responsibility. If such neglect of maintenance is noted, Contractor shall notify the residence owner.

Fiberglass Tub or Shower – Every reasonable effort shall be made to avoid cutting into any fiberglass tub or shower, including re-routing of the plumbing. If it is necessary to cut into a fiberglass tub or shower enclosure, Contractor shall provide the appropriate cover plate to cover the opening if the opening is at a plumbing fixture (*e.g.* a tub or shower fixture).

Custom Stone – (marble, cultured marble, granite, travertine, etc.) - Every reasonable effort shall be made to avoid cutting into custom stone, including re-routing of the plumbing. If it becomes necessary to remove custom stone, stone will be replaced with customer provided stone and grout, or the area of the opening in the wall will be painted utilizing the original contract color of the wall.

Panels & Fixtures – Every reasonable effort will be made to avoid removing panels or fixtures (cabinets, built-ins, vents, fans, lighting, toilets, etc.). In the event that panels or fixtures must be removed in order to reach the water pipes, they will be reinstalled, caulked, touched up, and/or replaced as necessary to achieve the same or substantially similar condition prior to the

Replumb.

Code Upgrades NOT Covered by the Replumb Process

Vacuum Relief Valve – This Replumb does not contemplate or include the replacement or repair of any *existing* Vacuum Relief Valve. In the event a home does not have an existing Vacuum Relief Valve on top of the water heater and is required by the city as a code upgrade, the supply and installation of the Vacuum Relief Valve will need to be paid by the Residence Owner prior to the start of the replumb at the cost of \$75.

Expansion Tank – This Replumb does not contemplate or include the replacement or repair of any *existing* Expansion Tanks. In the event a home does not have an existing Expansion Tank and is required by the city as a code upgrade, the supply and installation of the Expansion Tank will need to be paid by the Residence Owner prior to the start of the replumb at the cost of \$100.

Pressure Regulating Valves – This Replumb does not contemplate or include the replacement or repair of *existing* pressure regulating valves. In the event a home does not have an existing Pressure Regulating Valve and is required by the city as a code upgrade, the supply and installation of the Pressure Regulating Valve will need to be paid by the Residence Owner prior to the start of the replumb at the cost of \$175.

Thermostatic Mixing Valve – This Replumb does not contemplate or include the replacement or repair of any *existing* Thermostatic Mixing Valves. In the event a home does not have an existing Thermostatic Mixing Valve and is required by the city as a code upgrade, the supply and installation of the Thermostatic Mixing Valve will need to be paid by the Residence Owner prior to the start of the replumb and typically will include an access panel under a lavatory sink at the cost of \$195.

Other Items NOT Covered by the Replumb Process

Shut-Off Valve – This Replumb does NOT contemplate or include the replacement of the existing main water shut-off valve.

Recirculation Pumps – This Replumb does NOT contemplate or include the replacement or repair of any recirculation pump in any residence.

Existing Pressure Regulating Valves – This Replumb does NOT contemplate or include the replacement or repair of existing pressure regulating valves. In the event a Replumb fails a city and/or county inspection due to an inadequate or defective pressure regulator, then this cost must be borne by the residence owner. The Contractor, however, agrees to replace any pressure regulating valve that it believes to be defective for \$175 as part of this Replumb provided that the residence owner agrees to this expense before or during the Replumb.

Faucets, tub/shower valves, toilets, etc. – This Replumb does NOT contemplate or include replacement or repair of any faucets, tub/shower valves or trim, toilets, washing machine lines, dishwasher lines, refrigerator lines, or any other type of fixture or line existing “after” an angle stop or direct connection to a fixture.

Hose Bibbs – The Replumb does NOT include replacing the copper and hose bibb at the exterior wall of the home, but does include running to that point and installing a new transition fitting on the copper.

Appliances, including Hot Water Heaters – This Replumb does NOT contemplate or include replacement or repair of any appliances, including hot water heaters. Residence Owners shall be made aware that aged appliances and hot water heaters may be impacted by the Replumb, and that such subsequent repairs to appliances and water heaters or leaks in appliances or hot water heaters are not covered by the Contractor or the Settlement.

Connections to Appliances – This Replumb does NOT contemplate or include reconnecting appliances such as hoses from washing machines, vents from dryers or refrigerator lines, all of which will need to be done by the Residence Owner upon completion of the Replumb. We strongly recommend a) buying new USA made stainless steel washing machine hoses, and b) cleaning out your dryer vents before reconnecting them.

Post Replumb

Final Clean Up – Upon completion of the Replumb, the Contractor shall clean up the property by vacuuming and wiping down all work areas. This shall include cleanup of all plumbing equipment, water material and rubbish, and replacement of furniture moved by the Contractor.

Certificate of Completion – At the conclusion of the Replumb, Contractor must obtain a signed and dated Certificate of Completion from the owner of the Residence. Only the signature of the Residence owner or an agent with written Power of Attorney is acceptable.

Warranties – Before the Residence owner has signed the Certificate of Completion, Contractor will ensure that any applicable warranties have been explained to the Residence owner.

Manufacturer’s Warranty – All warranties provided by the manufacturer(s) of the pipe and pipe fittings used by the Contractor for the Replumb run concurrent to, and in addition to the Contractor’s warranty and additional details regarding the manufacturer’s warranty will be provided by the Contractor based upon the new plumbing system selected.

Contractor’s Warranty – Contractor warrants that all pipe and fittings supplied and installed during the Replumb at the Residence by the Contractor shall be free of failure as a result of workmanship for a period of twenty-five (25) years from the date of the completion of the Replumb. Contractor warrants that all other work (by way of example, including paint and drywall repairs) shall be free of failure as a result of defects in material and installation for a period of two (2) years from the date of completion of the Replumb for each residence.

Residence Owner Callbacks Post Replumb

Residence Owner Callbacks – The Contractor warrants the workmanship on installation of pipe and pipe fittings that were installed during the Replumb for a period of twenty-five (25) years from the date of the completion of the Replumb. Callbacks to the Plumbing Contractor for post Replumb plumbing issues should only be for issues relating to the Replumb itself. Do not call the Contractor back on general plumbing service type issues. To help you understand when it is NOT appropriate to call, listed below is a short list (not exhaustive) of the most common call back topics that are NOT Replumb related. IF you call the plumbing contractor and it is not a Replumb related issue, you will be subject to a \$125 service call fee from the plumbing contractor (collected prior to the service call) plus the cost of any work that may be done on your behalf.

EXAMPLES OF ITEMS NOT INCLUDED AS PART OF THE REPLUMB WARRANTY

- Dripping faucets/showerheads • Leaks at the base of fixtures
- Shower cartridge issues • Loose fixtures
- Running toilets • Tile/shower enclosure leaking
- Drain line issues • Garbage disposer leaks
- Irrigation leaks or valve issues • Leaking Dishwashers
- Reverse osmosis unit issues • Refrigerator icemakers
- Water softener unit issues • Pressure reducing valve issues