

# IN RE KITEC FITTING LITIGATION

## RESIDENCE OWNER SCOPE OF WORK

**This Scope provides Homeowners with a summary of the replumb offered within the Settlement. If you have additional questions relating to specifics of the replumb process, please contact Total Class Solutions (TCS) at 1(800)622-0130 Extension 312.**

### Notice and Pre-Replumb

**Notice to Residence owners Before Replumb** – Prior to the commencement of any work at any Residence, the Plumber shall provide written notice to the residence owner at least two (2) weeks in advance of the scheduled date of the Replumb, which shall include: 1) the date scheduled for the Replumb; 2) the name and contact information of the Plumber; 3) an overview of the Replumb Process (Residence owner Scope of Work); and 4) any additional directions related to the scope of the Replumb prepared by the Plumber.

**Walkthrough** – Prior to starting the work at any residence, the Plumber 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 Plumber 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 homeowner with all applicable warranty information (both Manufacturer and Plumber) and the warranty stickers.

**Pre-Existing Damage** – Plumber 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.

**Residence owner Medical Conditions** – Plumber shall take all reasonable steps to accommodate unique medical or other problems of the residence owner (or occupant) if such needs are brought to the attention of TCS by the Residence owner (or occupant) in writing at least one week before the Replumb commences.

**Protection of Personal Property** – The Plumber 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 Plumber will be responsible for any such damage. The Plumber and/or its representatives shall not enter rooms in the residence where no Replumb work is occurring. The Plumber 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** – Plumber 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** – Plumber shall pay all reasonable hotel and living expenses incurred by any Residence owner (or occupant) in the event that the occupant is required to move out because of a situation within Plumber'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.

**Verification of Kitec** – Before any Replumb work may be commenced, the Plumber shall verify that the plumbing system in the residence contains Kitec by exposing the piping in the garage at one of the following connections: water heater, water softener, or at water service. If the Plumber confirms the residence does not have Kitec, the Plumber shall repair any damage caused and take no further action.

**Transition Point** - The Replumb shall start at the interior transition point which is the point where the interior Kitec plumbing system connects to the main service line. If the main service line is Kitec, the transition point is further defined as:

1. That point where the main service enters the residence through an exterior wall or rises above the interior basement floor, first floor, or the slab, and connects to the interior plumbing system at the hot water heater, a fitting, a fixture, a shut-off valve, a pressure reducing valve, a manifold, or a water meter; or,
2. That point where the main service line connects to the interior plumbing system at a valve or a manifold located at or near the outside perimeter of the foundation.

**Approved Plumbing Systems** - The Plumber will replace or bypass the existing Kitec plumbing system within the residence with a court-approved plumbing system that conforms to all applicable codes. The approved systems shall comply with NSF P171 requirements, and shall be either (a) CPVC plumbing systems that meet ASTM D2846 requirement; or (b) Pex plumbing systems that utilize stainless steel, red brass (C314) or bronze fittings with zinc content of 15 percent or less.

**Removal of Kitec Fittings and Pipe** - When the Plumber replaces or bypasses the existing Kitec Plumbing System (Potable Water System, ALL Kitec fittings must be removed from the **STRUCTURE** of the Residence even if those Kitec fittings serve an irrigation system, pool or similar residence related function other than Radiant and Hydronic Systems (see below). Furthermore, when the Plumber replaces or bypasses the existing Kitec Plumbing System (Potable Water System), ALL Kitec pipe within the Potable Water System must be removed or bypassed unless an exception is granted by TCS as it relates to the line to the Kitchen Island.

**Repair Standard** - Following the Replumb, all abandoned Kitec lines throughout the slab and walls must be securely sealed using latex, water based foam sealant. Plumber shall conduct a repair of access damage to return each residence, as nearly as practicable, to the pre-Replumb condition. Plumber 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.

**Copper over Kitec Homes** - Some homes in the Class have both Kitec and Copper plumbing systems (Copper over Kitec). In such cases the Homeowner will be given the choice of a partial replumb (Kitec only) or a full replumb (Kitec and Copper) - in such cases the Homeowner must sign an acknowledgment of his/her desire to have a partial or a full replumb.

**Insulation** - New water lines installed in the attic must meet local code with respect to protection from freezing. If any water line must be installed vertically within any outside wall cavity, then the water line shall be run on the inside of the existing insulation or shall be individually insulated with a minimum of ½ inch pipe insulation.

**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 Plumber's crew, or Plumber may arrange for a separate subcontractor for this portion of the Replumb. Plumber 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 Plumber encounters custom paint finishes that cannot be avoided, an allowance may be given to the residence owner by TCS to repair the wall with the custom paint finish. The residence owner may then work with a custom paint contractor of his/her choice.

**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 into and the residence owner does not have enough of the same wallpaper in his/her possession to cover the damaged area, an allowance may be given to the residence owner by TCS to replace affected wallpaper with material of equivalent value, allowance can only be made for rooms where actual wallpaper cuts were made. When an access hole is cut, drywall will be repaired and prepared for wallpaper. The residence owner may then work with a wallpaper contractor of his/her choice.

**Stucco** - Every reasonable effort shall be made by Plumber 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, Plumber 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 Plumber 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 Plumber will replace the tile with that same tile, if available, after backing and drywall are reapplied. If the same tile is unavailable the Plumber will replace the broken tiles with decorator tiles. The Plumber will make a reasonable selection of substitutes available from which the residence owner may choose, or the residence owner may locate and designate to Plumber his/her choice of replacement tile, provided such selection is reasonably close in cost to the tile being replaced.

The Plumber 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, Plumber shall notify the residence owner and TCS.

**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, Plumber shall provide the appropriate cover plate to cover the opening if the opening is at a plumbing fixture (e.g. a hot water faucet).

**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, the Plumber will notify TCS before removing or cutting stone in order for TCS to approve the necessary repairs. Upon approval of the repairs, an allowance may be given to the residence owner by TCS to replace affected stone with material of equivalent value. The residence owner may then work with a custom stone contractor of his/her choice.

**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 re-installed, caulked, touched up, and/or replaced as necessary to achieve the same or substantially similar condition prior to the Replumb,

**Crew** - In the event that there is any issue by the Residence owner relating to the Plumbing Contractor Crew or any member of that crew, the Residence owner is to contact TCS immediately.

#### **Items not covered by the Replumb Process**

**Radiant & Hydronic** - Kitec pipe and fittings used for hydronic or radiant heat or any other non-potable use is not covered under this Scope.

**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.

**Pressure Regulating Valves** - This Replumb does not contemplate or include the replacement or repair of 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 Plumber, 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.

**Hot Water Heaters** - This Replumb does not contemplate or include replacement or repair of hot water heaters. Homeowners shall be made aware at the time of the walkthrough that aged hot water heaters may be impacted by the increased pressure after the Replumb, and that such subsequent hot water leaks are not covered by the Class Action settlement.

### Post Replumb

**Final Clean Up** - Upon completion of the Replumb, the Plumber shall clean up the property to the condition existing before the Replumb. This shall include vacuuming of all rugs or carpets in any area of the property where Replumb work occurred, cleanup of all equipment, water material and rubbish, and replacement of furniture moved by the Plumber.

**Certificate of Completion** - At the conclusion of the Replumb, Plumber 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, Plumber will ensure that any applicable warranties have been explained to the Residence owner, and that any warranty stickers for the plumbing products used have been filled out and adhered to the inside of the kitchen sink cabinet or equivalent mutually agreed upon location.

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

**Plumber's Warranty** - Plumber warrants that all pipe and pipe fittings supplied and installed during the Replumb at the Residences by the Plumber shall be free of failure as a result of defects in labor or installation for a period of twenty-five (25) years from the date of the completion of the Replumb for each residence. Plumber 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.

### Homeowner Callbacks post Replumb

Homeowner Callbacks - The Plumber warrants the pipe and pipe fittings supplied 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 plumber 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 Kitec Replumb related. IF you call the plumbing contractor and it is not a Kitec replumb related issue, you will be subject to a service call fee from the plumbing contractor plus the cost of any work that may be done on your behalf.

### NOT KITEC REPLUMB WARRANTY WORK

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