

SCOPE Update: July 16, 2024

ADDENDUM "D"

HVAC 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 signed copy to) his/her 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 that will be installed.

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 HVAC TRADE CONTRACTOR'S work will not be considered complete until all specifications herein contained are fully met.

SCOPE OF WORK

This TRADE CONTRACTOR <u>shall include</u> 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 A-1" and below.

- 1. Install Heat Pump Heating System with matching Air Handler per Manufacturer's recommendations. (Verify Park Square Homes Community Specifications)
- 2. Fiberglass duct board and flexible duct as designed.
- **3.** Air conditioning and thermostat controls, WiFi or Z-wave per community specifications (Honeywell or Equal).
- **4.** Install condensate drain with a clean out tee at the air handler. The tee shall have a removable cap for clean out purposes and float switch.





- 5. Adjustable hot and cold air vents (white in color).
- 6. Venting of dryer and bath exhaust fans with roof jacks and/or wall caps.
- 7. All required inspections to be coordinated with the Superintendents.
- 8. System start up, testing and adjustment.
- 9. Meet requirements of FHA, VA.
- 10. Broom sweep and clean up daily
- **11.** Conform to all unit(s) standards of high "Energy Efficiency" within latest Florida Building Code, Energy Conservation, for interior design conditions.
- 12. Warranty and Service Work.

GENERAL REQUIREMENTS (applies to all aspects of above mentioned scopes)

- 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 New Home Presentation (NHP) list items to complete the items, and 72 hours from notification of a superintendent punch list item. **TRADE CONTRACTOR has 48 hours from notification to respond to any service work order issued for warranty work.** Failure to do so will result in a \$100 per day penalty, unless written authorization is received and approved by a Park Square representative.



- TRADE CONTRACTOR shall not drive or park on common areas, lots (unless designated by PSH Builder) or driveways, with the exception of loading or unloading construction material only.
- 7. Contract is not limited by items listed herein.
- 8. TRADE CONTRACTOR shall hold all required licenses and insurances.
- 9. All work performed under this TRADE CONTRACTOR shall be in accordance with the plans, CONTRACTOR specifications, FHA and VA Minimum Property Standards, local municipalities and/or governmental agencies, State of Florida codes, ordinances and statutes, the specifications hereinafter set forth and any standard production changes incorporated in the model unit(s).
- 10.TRADE CONTRACTOR shall correct heating and cooling system to provide the required temperatures evenly throughout the home.
- 11.TRADE CONTRACTOR shall repair any leaks in the refrigerant lines and recharge unit at no cost to CONTRACTOR, unless damage has been caused by other than TRADE CONTRACTOR.
- 12.TRADE CONTRACTOR shall provide unobstructed condensation lines at time of completion.
- 13. TRADE CONTRACTOR shall prepare necessary drawings and specifications, and prepare all heating and air conditioning calculations for FHA and the State.
- 14. Upon being awarded the Trade Contract Agreement, TRADE CONTRACTOR shall provide CONTRACTOR with five (5) complete sets of FHA/VA heat loss calculations, and heating and/or air conditioning design layouts, as required, for approval by all governing agencies, at no cost to CONTRACTOR within 1 week. Any changes in design, layout or engineering shall be submitted in writing to CONTRACTOR prior to fabrication and installation, and written authorization must be given by CONTRACTOR before commencement of work. CONTRACTOR shall review and approve heating and air conditioning design layouts. Prior to pouring slabs, Superintendent shall call and see if there are any under slab refrigerant lines.
- 15. TRADE CONTRACTOR shall furnish, haul, handle, uncrate, assemble and install as required, all heating and air conditioning devices.
- 16. TRADE CONTRACTOR shall furnish all hardware (i.e., lag screws, nails, straps, bolts, shots, hangers and clamps) for entire system.
- 17. Furnish specifications and plans for all heating and air conditioning runs, and brochures showing equipment to be used.
- 18. The current Florida Energy Calculations are to be a part of this contract. TRADE CONTRACTOR acknowledges that the equipment outlined in this contract meet or exceeds the requirements for efficient utilization of energy in accordance with the Florida Building code.
- 19.TRADE CONTRACTOR shall re-attach and re-secure all separated or unattached duct lines and shall make any corrections needed to reduce any noise in the units.
- 20. Prior to framing stage, TRADE CONTRACTOR to obtain the air handler dimensions and supply to framer before the first slab is poured onsite after models. Special care should be taken to frame the compartment size for the air handler and



- to allow proper clearance around it, which should be 6" at rear, 6" on each side, and 6" in front, or to code, whichever is greater.
- 21. Location of the warm air returns subject to approval of CONTRACTOR and approved mechanical calculations.
- 22. TRADE CONTRACTOR is to provide labor, equipment and materials necessary to complete the HVAC, as shown on the approved Plans prepared
- 23. TRADE CONTRACTOR is to verify the heating and cooling load requirements established by the project's Mechanical Engineer for each home/unit. Notify CONTRACTOR of any perceived difficulties, in writing, prior to commencing work.
- 24.TRADE CONTRACTOR to use fiberglass ducts in garage and at ceiling or wall penetrations into living space. Any exposed fiberglass ducts shall be such that it will accept paint without any special preparation.
- 25.TRADE CONTRACTOR shall furnish and install all ducts, with ducts (other than those specified in #20 above) being a flex-type duct; shall wire the control system; hook-up condensate lines; all in accordance with plans, specifications, codes and requirements.
- 26. Refrigerant line can run through return air cavity, see picture below:



- 27. At time of preconstruction meeting, a plan will be reviewed with the PSH Builder, framer, plumber and electrician.
- 28. All ducting shall be installed in accordance with all codes, including FHA/VA and the county, city and governing codes and requirements.
- 29. All return air grills are to be held off finished floors **5** inches to the outside edge of return trim for standard 3 ½" baseboard and **7** inches for standard 5 ½" baseboard. Review community specification for standard.





- 30. All grills must be set plumb and square and both sides shall be secured with screws into wood backing. All boots to be inspected by TRADE CONTRACTOR to ensure proper seal with gasket is installed prior to drywall.
- 31. All registers for walls and ceilings are to be white in color.
- 32. No ducts are to be placed over fireplace or attic access.
- 33. All registers to be placed square to room and are not below joists/bottom chords or in the way of box beams and light fixtures.
- 34. All equipment is to be in possession at the time of request from Superintendent to install it.
- 35. Supply registers are to be of the high-velocity type.
- 36.TRADE CONTRACTOR will not allow or cause any of the work in this section to be covered up or enclosed until it has been inspected, tested and approved by CONTRACTOR and by all other authorities having jurisdiction.
- 37. Should any TRADE CONTRACTOR work in this Section be covered up or enclosed before it has been completely inspected, tested and approved, or as required for correction, TRADE CONTRACTOR shall perform all work necessary to uncover all such work at no additional cost to CONTRACTOR. After the work has been completely inspected, tested and approved, TRADE CONTRACTOR shall provide all labor, materials and equipment necessary to provide repairs, if necessary, and restore the work to its original and proper condition at no additional cost to CONTRACTOR. TRADE CONTRACTOR shall also be responsible for costs incurred by other TRADE CONTRACTOR'S as a result thereof.
- 38. All air handlers shall be sealed tight around bottom of unit at platform. Each unit shall be completely checked and ready for operation. All air conditioning units shall be complete with fan, heating elements, casings, controls, filters and all required operating accessories, including furnishings and installing low voltage controls (six-strand wire minimum).
- 39. Flush plate straps shall be installed in any locations where plates are cut for duct runs, boots, etc.
- 40. Buyer's manuals shall be delivered to CONTRACTOR'S Customer Care Department prior to final payment being issued.
- 41. A label including TRADE CONTRACTOR'S name and address with phone number for **24-hour**, **7-day a week emergency service** will be placed on the air handler in clear view. **Weekend emergency service** will be provided when necessary (i.e., water leak, no heating, no cooling, etc.).
- 42. TRADE CONTRACTOR is responsible for replacing any broken frame blocking.
- 43.TRADE CONTRACTOR is responsible for cleaning and removing any handprints or smudges left on vents, grills, thermostats, ceilings or walls during trim installation.
- 44. TRADE CONTRACTOR is responsible for replacing all grills which are warped and/or overtightened.
- 45. TRADE CONTRACTOR must provide one (1) return air filter to meet the requirements of the Park Square Homes Community Specifications.

Trade Contractor	Initials



46. Provide electrical load information for air handler and condenser units with written bid.

ROUGH HVAC

- TRADE CONTRACTOR shall connect primary with "float switch" from the heating and air conditioning units to the outside for single and two story applications at the time of rough in. Plumbing TRADE CONTRACTOR shall plumb pvc condensate drain line at the time of plumbing underground. The drain line shall run to the exterior of the dwelling and terminate at ground level to the location as indicated on the field set of plans.
- 2. In addition to the main return air supplies, passive or active returns will be provided at all living areas that have a door, including bedrooms, offices, bonus rooms, water closets, etc.
- 3. Condensate drain lines shall be installed by TRADE CONTRACTOR, and hookup by TRADE CONTRACTOR per plan.
- 4. TRADE CONTRACTOR shall furnish and install all H.V.A.C. work complete, per plans, specifications, agreements, CONTRACTOR approval, applicable building department codes and those requirements set forth by authorized governing agencies.
- 5. TRADE CONTRACTOR shall furnish and install all refrigeration and lines, including any required insulated lines, per plans, specifications and all applicable codes. Wrap all exposed refrigeration condenser lines with Armaflex or equal. Condenser lines shall protrude from unit(s) no further than 12" at rough-in past framing. Provide protection from drywall nails with code approved plating and strapping. Note it is acceptable to run copper lines overhead as per Trade Contractors request.



- 6. Heating TRADE CONTRACTOR shall furnish and install complete copper system.
- 7. TRADE CONTRACTOR shall furnish and install all required ductwork and insulation required to provide a complete operational system and as per Trade Contract Agreement, plans, specifications, mechanical engineering specifications and all applicable codes.
- 8. Supply and install all vents to ducts to outside for dryers, kitchen exhaust fans, bath fans and laundry fans. Install properly flanged eyebrow to match siding material, painted by others. Vents to be flush after exterior finish is applied. Provide metal strapping with screws to support vent lines. All by others.



- 9. The inside lining of the flexible type duct shall be connected to the air distribution box with foil tape and zip ties or mastic.
- 10. Installation of ducts must be clear of attic accesses and not restricted in airflow. Must be strapped above bottom cord or truss to allow for insulation.
- 11. Supply and install make-up air, fresh air or jumpers, as required per code, at all required gas drops (Only applies in gas appliance communities).

HVAC FINISH (TRIM)

- 1. TRADE CONTRACTOR shall furnish and install all miscellaneous items as required for his work, including filters, sheet metal, boots, fittings, etc., as required for a complete operational system and as per plans, specifications and all applicable codes.
- 2. TRADE CONTRACTOR to leave 1 extra air filter at start up.
- 3. Supply registers shall be of metal construction unless otherwise prohibited by code and have an operable device attached for dampers and directing airflow.
- 4. Thermostat location shall be 60" above the floor in the designated locations and per mechanical engineer's recommendations.
- 5. The cooling system shall be designed for an ambient temperature of 93 degrees F. The system shall yield even distribution, maintain an even temperature and provide a differential of 18 degrees F between ambient temperature and inside temperature. For example, when the ambient temperature is 93° degrees F, the inside temperature shall be 75 degrees F. The heating system shall be equipped with split system gas heat units capable of maintaining an inside temperature of 70 degrees F when the ambient temperature is 32 degrees F.
- 6. TRADE CONTRACTOR shall perform air balance test(s) and adjust to meet or exceed approved calculations for all models and production unit(s) with one system balance after move in.
- 7. TRADE CONTRACTOR has verified that hard-start kits will not be required for any of the HVAC equipment.
- 8. TRADE CONTRACTOR to make any considerations necessary to control equipment vibrations.
- 9. TRADE CONTRACTOR shall supply and install exterior vents through roof sheathing level, plumb and extending no more past roof sheathing than is required by codes.
- 10. TRADE CONTRACTOR shall supply and install all HVAC registers and screws with full cover coat of white enamel baked paint. Registers to be level, plumb, flush to wall and free of defects.
- 11. TRADE CONTRACTOR shall supply and install cold air return grills and filters, insuring they are installed straight and flush to the ceiling or walls. Grill opening to be as non-visible as possible. Grills to be installed on walls high enough to clear baseboard. All return air grills are to be held off finished floors 5 inches to the outside edge of return trim for standard 3 ¼" baseboard and 7 inches for standard 5 ¼" baseboard. Review community specification for standard.



- 12. TRADE CONTRACTOR to secure all flue penetrations through wood to maintain minimum required clearance, per code.
- 13. Hook-up blower unit for optional upgrade cook top and/or microwave venting, if required by community specifications.
- 14. Provide laundry room dryer vent. Screens shall not be installed at the duct termination. Vents to be double-flanged for stucco thickness, set straight, level and flush to wall. Dryer vent at laundry room shall extend from finished wall 1".

HVAC 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 warrants that the covered home will be free from:

- 1. Significant defects in materials or workmanship.
- 2. HVAC (clogging of condensation lines) no warranty, condensation lines will clog eventually under normal use. Trade contractor shall provide unobstructed condensation lines at the time of unit start-up.

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:

- 1. HVAC (clogging of condensation lines) no warranty, condensation lines will clog eventually under normal use. Trade contractor shall provide unobstructed condensation lines at time of unit start-up.
- 2. HVAC (cooling lines leak) cooling lines shall not develop leaks during normal operations. Trade contractor will repair lines leaking refrigerant and recharge unit, unless the events or occurrences have caused damage by the Homeowner/Renter(s).
- 3. HVAC (ductwork separates or becomes unattached) Trade contractor will reattach and re-secure all separated or unattached ductwork.

Appliances, fixtures or pieces of equipment, which are covered by a manufacturer'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 manufacturer'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:	
Trade Contractor Initials	
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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 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:
Park Square Homes	Date: