

SCOPE Update: May 8, 2017

# **ADDENDUM "D"**

# INSULATION 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.

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#### 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
  - 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

## 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 Manufacturer's Instructions and Recommendations.
- f) All related requirements per Superintendent have been completed.

#### 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 B-1" and below.

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- 1) Insulation (Batt, Blown, and Foil)
- 2) Staples
- 3) Certifications
- 4) Inspections
- 5) Clean up
- 6) Warranty and Service
- 7) Polyseal Sealant
- 8) To supply his own electric power, as necessary, unless instructed otherwise by CONTRACTOR.
- 9) Insulation TRADE CONTRACTOR must check inspection board before installing insulation and report to Superintendent if frame inspection is not signed.
- 10)TRADE CONTRACTOR must remove all debris from jobsite daily.

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)

- 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

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- 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. Furnish all wet-signed certificates at time of installation and submit in duplicate to office in 24 hours from start of job.
- 8. All insulation to meet respective required FHA/VA and County "R" valves.
- 9. All batts to be Kraft-wrapped as required by any governing agency.
- 10. Extra precaution should be taken to properly locate electrical, cable, T.V., HVAC and telephone outlets so that outlets are not covered by insulation. If outlets are covered by insulation by mistake, TRADE CONTRACTOR will be responsible for any corrective actions needed.
- 11. Insulation should meet or exceed Title 24 requirements, including foam sealant and air infiltration.
- 12.TRADE CONTRACTOR shall not split face of Kraft paper vapor barrier to fit oversize spaces during installation of his material. Should oversize space occur, TRADE CONTRACTOR shall use wider materials.
- 13. Every fourth batt shall be marked with the proper "R" value. All batts shall be mechanically applied according to manufacturer's recommendations so that no voids exist between insulated areas and framing members.
- 14.If required by FHA/VA, or PSH the TRADE CONTRACTOR shall staple full coverage R- 19 on the attic side of any solid attic ceiling lid.
- 15. Any insulation required by plans and specifications for interior walls, knee walls, fire-stopping or sound walls shall be fiberglass batt insulation and in accordance with local codes.
- 16. Should the attic eave ventilation be required by the governing agencies, the insulation TRADE CONTRACTOR shall finish and install 24" wide cardboard thermo-quard angle baffle blocks in each bay area at eave vent. This will allow R-

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30 blown installation to be installed 100% in ceiling attic area, tight to the baffle blocks, which will provide for 1" air space in the attic area, tight to the baffle blocks, which will provide for 1' air space in attic eave vents.

- 17. Trade Contractor shall furnish and install 24" wide cardboard baffles or batt insulation at lanai/house intersections, and garage to house intersections in such a manner to prevent the blown insulation from "tailing" off in these areas.
- 18. The air infiltration control TRADE CONTRACTOR shall provide the purchaser of the new dwelling unit with a signed certificate (which shall be included with his invoice billing for payment to CONTRACTOR for each dwelling unit) acknowledging sealant material and application locations.
- 19. Insulation shall be stapled into place securely, where required, so that batts do not fall out due to the weather elements.
- 20. TRADE CONTRACTOR shall replace any batt insulation removed by wind or other causes immediately prior to insulation inspection. Unit(s) to be wrapped prior to installing.
- 21. Any and all special requirements by local Building Department shall be part of this specification, including fire stopping, draft stopping, etc.
- 22. A tag must be installed on trusses above the scuttle stating the "R" value of the insulation used. Depth gauges/"rulers" to be used and clearly identified, as insulation is being installed to insure proper depth.

## **SEALANT**

- The TRADE CONTRACTOR shall furnish and install the necessary polyurethane foam sealants to prevent the exchange of thermal energy from conditioned to unconditioned spaces of the dwelling unit envelope in accordance with applicable governmental regulations. The TRADE CONTRACTOR shall use polyurethane foam sealants. No other type of sealant is acceptable.
- 2. Certain areas of a dwelling unit which you should NOT SEAL, because of fire hazard or other code requirements:

#### 3. DO NOT SEAL:

- Around recessed lights
- Around chimneys
- Inside electrical boxes or wherever wiring is exposed

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- Exhaust flues from combustion
- Siding joints where sealant expansion will cause buckling
- Any other area prohibited by local code
- 4. If the relative humidity is less than 10 percent, or if curing is not properly taking place, the surface of the foam shall be sprayed with water mist in a manner appropriate to the condition of the intended application so that maximum efficiency of the material is being achieved.
- 5. If the sealant is being sprayed into a deep crevice, the application shall be in thin layers allowing time for each layer to cure before the next layer is applied.
- 6. A joint, crevice or opening shall not be totally filled to allow for expansion. Any area of the application which exceeds the amount of seal required shall be neatly trimmed and sanded by the TRADE CONTRACTOR.
- 7. TRADE CONTRACTOR shall foam fill all window and door frame gaps with foam, as well as all openings or other standard spaces, to insure wall and ceiling spaces are fully insulated from exterior weather elements. Foam sealant to be trimmed so as not to interfere with drywall installation at window frames, sills or floors.

#### **INSULATION**

1. The TRADE CONTRACTOR understands that the Superintendent is required by the Federal Trade Commission to represent the purchaser of the unit(s), the types and thickness' of insulation installed. The TRADE CONTRACTOR agrees that, if he installs insulation in the unit(s) of types and thickness' materially different from those stated above, he will indemnify and defend (including court costs and fees of attorneys and expert witnesses) the Superintendent from any claims asserted against by (a) private individual or (b) the Federal Trade Commission.

Minimum Specifications Are: (verify community specs)

- Vaulted ceilings, Roofs, Cantilevered Floors or Box-outs: R-19, fiberglass batts or blown
- Exterior Walls: 2x4 R-11
- Bay Windows: R-19
- Cantilevered Floors R-11
- 2. TRADE CONTRACTOR shall protect all finish work from damage caused by insulation hose.
- 3. Insulation to be placed behind showers and tubs before lathing and all areas adjacent to conditioned spaces not accessible after lath is completed.

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- 4. All plans to receive R-30 blown or batt insulation for ceiling (roof) over living area and overhangs (check community specs) exterior walls to living area and knee walls to receive R-19 batts or to plan specifications and code requirements.
- 5. All exterior walls of living areas shall be batted with a minimum certified R-11 faced fiberglass batt, except for block walls. Face stapling batts is a "Best Practice". Block walls have R-4.1 foil and cut-outs sealed properly with FiFoil tape.
- 6. Install R-30 batts in hip corners and all inaccessible areas that cannot properly receive blown insulation.
- 7. All knee walls at attics at livable areas shall receive R-30 insulation, same as attic (per community specifications).
- 8. All cantilevers or bay windows shall receive R-30 insulation.
- 9. All flat ceilings shall be certified R-30 fiberglass insulation. Rafter ceilings with 2x10 joists shall be batted with a certified R-30 fiberglass insulation.
- 10. All vaulted ceiling above a 3/12 slope must have batt insulation. (No blown.)
- 11. Cracks and spaces between framing members and door and window frames will be sealed with a "Low Expansive" Polyseal Foam, Hilti CF-812 WD or equal. All penetrations shall be properly sealed in accordance to County Inspection Guidelines.
- 12. Insulation TRADE CONTRACTOR to install insulation behind all bathtubs to comply with building code.
- 13. Batt insulation to be installed snugly with no gaps at tops, bottoms, sides or between batts. Face stapling batts is a "Best Practice" for garage to house walls. All flanges will be securely fastened to stud and plate faces. TRADE CONTRACTOR will reinstall batts if insulation falls out.
- 14. All exterior walls including rim joist are to be insulated and all framing above arched windows must be filled full of insulation.
- 15. TRADE CONTRACTOR shall install blown insulation in the attic areas, flat ceilings, and vaults not exceeding 3/12 except over garage and exterior porches.
- 16. All box sills shall be batted with a faced R certified fiberglass batt corresponding to the exterior wall insulation. **Please refer to the Community Specifications.**
- 17. Batt insulation shall be applied on cold side of pipes, drains, air ducts & electrical boxes.

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- 18. "Proper" vents with R-30 batts are to be installed over all soffit vents in blown areas.
- 19. Unit(s) shall not be held up for lack of insulation. If insulation is not available in the R-value specified above; it shall be upgraded with the same material at no additional cost to CONTRACTOR to maintain the schedule.
- 20.TRADE CONTRACTOR shall install a tag of certification at the attic access opening showing the quantity, manufacturer of insulation applied, R-factor, name of TRADE CONTRACTOR and date of installation of insulation. Attic access cover will have R-30 attached to the back of it. Opening to attic should be wrapped with Cardboard to keep blown insulation in the attic.
- 21. All batt insulation installed in a metal frame wall shall be secured to the metal.
- 22. Any torn foil insulation shall be taped by installer.
- 23. TRADE CONTRACTOR shall re-install attic access lid after completing blown insulation.

I have read and agree to the above:	
Company:	
I have read and agree to the above:	
Company:	
Printed Name:	Title:
Signature:	Date:
Dark Square Homes	Date:
Park Square Homes	