

SUBMISSION GUIDE FOR ARCHITECTS

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TAB 5 – REQUIREMENTS DURING CONSTRUCTION

(The Pre-Construction Meeting Guide)

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SECTION 5.01
PHFA REQUIREMENTS DURING CONSTRUCTION
(The Pre-Construction Meeting Guide)

The purpose of this section is to outline the basic responsibilities and duties of the various parties throughout the construction period. This section was made part of the construction documents as defined in Article 1, Item 1.1, of the Supplementary General Conditions and Article 1, Item B, of the PHFA Addendum to the AIA documents. It is understood by the Pennsylvania Housing Finance Agency (PHFA) that circumstances may vary from development to development depending on the size, scope and financing arrangements. PHFA will consider changes or variations of this section as circumstances warrant.

5.01.1. DUTIES AND RESPONSIBILITIES

A. Contractor:

The Contractor will provide the following items at the construction site:

1. Temporary Office Space:

Office for use by PHFA's Technical Services Representatives, which must be equipped or have access to the following amenities:

- a. Access to telephone
- b. Lockable file cabinet

The space should be adequately heated and air conditioned and provide a decent working environment throughout the construction period.

2. Construction Sign:

PHFA will provide a sign to be immediately displayed in a prominent location approved by PHFA. This sign must be returned to PHFA at construction completion.

3. Photographs:

a. New Construction:

The Contractor shall have six (6) views of the site taken each month. Photographs shall show the progress of the work and shall be 8" x 10" glossy prints. Two copies of all prints shall be submitted to the Technical Services Representative. Prints shall bear the date of exposure, development name, number and the location of the photograph. Commencing with the interior partitioning, four of the six views shall be of the interior. The views shall be generally taken from the same locations to indicate the Contractor's progress in the construction of the development.

b. Rehabilitation/Preservation:

The Contractor shall have six (6) 8" x 10" photographs of the development taken each month and submitted to PHFA's Technical Services Representative. The photographs should be arranged so that a before and after sequence is developed for major components such as windows, roofing, bathrooms, kitchens, mechanical equipment and site work.

b. Eleven (11) Units or less:

Number and type of photographs may be determined by the Technical Services Representative.

- c. These photographs shall be submitted to the Architect monthly at the payout meeting.

5.01.2. PROGRESS MEETINGS

A. Architect:

The Architect must monitor the progress of construction for conformance to Contract Documents and the Construction Progress Schedule.

B. Contractor:

Within ten days after award of the construction contract, the Contractor shall, in a form approved by PHFA, furnish the Architect, PHFA and PHFA's Technical Services Representative a construction schedule showing the work to be performed and the time of completion of each specified section of work. The chart shall be updated and presented at each payout meeting, or as directed by the Architect or PHFA. Revisions to the schedule shall not be in effect until approved by the Owner, Architect and PHFA.

5.01.3. MEETINGS

A. Architect:

1. The Architect will conduct job meetings a minimum of once every two weeks with Representatives of the Owner, PHFA, Contractors, Subcontractors and Local Authorities. A portion of the meeting will be reserved for an on-site observation of the development to determine conformance of work, materials and equipment to the Contract Documents. Minutes of these meetings shall be sent to all those in attendance (and a copy to the Technical Services Representative if absent from the meeting). The Architect or Architect's representative should be available to attend any additional meetings requested by PHFA or the Owner.
2. The Technical Services Representative may perform site observation of the contract work during weeks not having a scheduled job meeting. The Technical Services Representative will inform the Architect of any observed deficiencies in the contract work or other concerns that may result from this "off week" visit. All such deficiencies and concerns must be discussed at, and made part of the minutes of, the next job meeting. The Architect will be responsible for any and all directive action required to satisfactorily address and resolve these deficiencies or concerns. If it is the opinion of the Technical Services Representative that the observed deficiency or concern during this "off week" is critical, the Architect must initiate corrective measures immediately (that same day).

B. Contractor:

The Contractor will attend all meetings and will encourage all Subcontractors to attend during the critical portion of their work.

5.01.4. SHOP DRAWINGS AND FIELD DOCUMENTS

A. Architect:

The Architect will review shop drawings, catalog cuts and other field documents approved by the Design Architect and make minor revisions or notations required by field conditions. Mail or hand deliver, to the attention of the assigned Technical Services Representative in the appropriate PHFA office, one copy of the approved shop drawings and all test reports, and two copies of the following field documents:

1. Job conference reports
2. Photographs
3. Progress schedule

B. Contractor:

The Contractor shall submit to the Architect all shop drawings and catalog cuts in sufficient time to allow the Architect for review. The actual number of required copies shall be determined by the Architect.

5.01.5. TESTING

A. Architect:

The Architect will make certain that tests required by specifications, all applicable regulatory entities and as detailed in PHFA's *Submission Guide for Architects* are being properly performed by qualified personnel, evaluate results and recommend action in the event of unsatisfactory results.

B. Contractor:

The Contractor, unless the Owner is designated in writing as responsible, shall be responsible and pay for all tests required by the Architect, all applicable regulatory entities and PHFA. Copies of the results of all tests shall be furnished to the Owner, Architect and PHFA's Technical Services Representative. The testing laboratory must be approved by the Architect.

5.01.6. CHANGE ORDERS (See Appendices 1, 2 and 3)

A. Contractor:

1. If a Contractor determines that items of work not covered in the Contract Documents must be done, a request will be made by the Contractor to the Architect within fifteen working days after discovery. If a request for a Change Order is not submitted within this time, the changes may be disapproved by PHFA.
2. Independent/unrelated credit change orders must be submitted on separate forms. The exception being a credit given to accommodate newly added change order work (i.e., a credit for vinyl tile and an add of carpet at the same area may be on the same change order request; but a credit for deleted landscaping and an add for window treatment must be on separate change order forms).
3. Multiple independent credit change orders may be submitted on one form.
4. Except for work of an emergency nature, all proposed changes in the scope of contract work must be discussed during the job meetings prior to that work commencing. All such changes in work scope must be agreed to by the Owner, Architect, Contractor and PHFA.
5. The Contractor will submit the CHANGE ORDER FORM C5 to the Architect with adequate substantiation as outlined in Appendix 1.

B. Owner:

1. The Owner, with written approval of PHFA, may request extra work or request changes by altering, adding or deducting from the contract work. All such changes will be processed in accordance with PHFA's change order procedures. If the change order is an "add" and the contingency has been expended, a check in the amount of the change order must be attached to the change order request.
2. PHFA reserves the right to require the Owner to fund from sources other than the contract contingency account, any/all change orders for the provision of work which may have been previously removed from the contract via Addendum, value engineering or similar agreements. This stipulation is true regardless of the contingency account balance.

3. PHFA reserves the right to require the Owner to fund from sources other than the contract contingency account any/all change orders for provision of work, for fees, for permits, for design costs or similar required to satisfy utility providers and/or Governing Municipalities. Design and/or review fees associated with additional utility work, hook-up fees, service extensions, etc., also fall under this stipulation. This stipulation is true regardless of the contingency account balance.
4. These change orders must be submitted within fifteen working days after it has been determined that the work is required. Any change orders submitted after this time frame may not be approved by PHFA.

C. Architect:

1. Upon receipt of a request for a change order and after review as indicated in the change order procedures, the Architect will forward his/her recommendations to the Owner, together with all proper substantiation. The recommendations shall be in written form and refer to the Contract Documents defining where and why the change is warranted.
2. The Architect will forward this information to the Owner within fifteen days after it is received from the Contractor. Any change orders not forwarded within this fifteen day limit may be disapproved by PHFA.

5.01.7. PROCEDURES – OCCUPANCY / SUBSTANTIAL COMPLETION (See Appendices 4, 5, 6, 7 and 15)

A. Contractor:

The General Contractor is responsible for compiling an initial punch list for all areas of the building(s). Along with the Architect, Technical Services Representative and at his/her option, the Owner, the General Contractor will perform a punch list inspection on each typical space type within the facility in order to set an acceptable standard of what the finished product is to be. Based on that standard, the General Contractor will perform similar inspections of the work as a whole. The General Contractor will prepare a punch list of that inspection indicating the location, date, inspector's name and nature of deficiency. A copy of that initial punch list must be submitted to the Owner, Architect and the Technical Services Representative.

B. Architect:

At a time when the General Contractor indicates that all initial punch list items have been addressed as to comply with the acceptable standards, the Architect, together with the Technical Services Representative and General Contractor, will conduct an inspection of the building(s) and units to be occupied to verify that all corrective work is satisfactorily completed and that there are no other apparent deficiencies not on the initial punch list. Should a pattern of nonconformance to the acceptable standard be observed, this inspection can be terminated until such time that the work is satisfactory.

Use Appendix 5 as a reference guide when performing punch list inspections, however, the format on Appendix 5 is not mandatory. During this inspection the Contractor will confirm that the development has been constructed according to the drawings and specifications as they pertain to design requirements for accessible housing and complete two copies of Appendix 15, "Contractor's Certification of Compliance with Design Requirements for Accessible Housing," to submit to the Architect. Appendix 15 must be fully executed in order for PHFA to issue a Certificate of Occupancy. The Architect will submit the punch list to the Contractor and the Technical Services Representative. After the punch list items have been completed by the Contractor, PHFA's Technical Services Representative, the Architect, the Contractor and all other funding parties having a vested interest will re-inspect the buildings.

If upon re-inspection of the building(s), it is unanimously determined that all significant punch list work is satisfactorily completed, the Architect will prepare and submit the "Certificate of Substantial Completion" to the Technical Services Representative accompanied by the fully executed Appendix 15 form.

C. Owner:

PHFA will issue a Certificate of Occupancy (see Appendix 7) to the Owner provided all occupancy permits and/or building code inspections have been issued and/or performed by all Local Regulatory bodies, all areas having been punch listed have been re-inspected and all significant deficiencies/work is satisfactorily completed and Appendix 15 has been fully executed. The Owner shall not schedule any move-ins until all aforementioned criteria have been met.

D. Contractor:

The Construction Superintendent or a representative must accompany the Architect and PHFA's Technical Services Representative on their Substantial Completion Inspection. Upon receiving the punch list from the Architect, the Contractor must complete the necessary corrective work within fifteen (15) days and notify the Architect that the punch list items are complete. Re-inspection will not occur until all significant punch list items have been rectified. Minor cosmetic and/or seasonal dependent punch list items may, at PHFA's discrepancy, be carried over without affecting issuance of the certificate of occupancy.

5.01.8. FINAL INSPECTION (See Appendices 8, 9 and 10)

A. Architect:

1. The Final Inspection will be conducted by the Architect with Representatives of PHFA, Owner and Contractor.
2. The final inspection must cover all interior and exterior systems including those minor items from the initial punch list which have not been completed or corrected and items awaiting seasonal opportunity.
3. After completion of the final inspection, the observing Architect will submit the final inspection form and final/remaining punch list to those attending the inspection for their signature indicating agreement with the items listed and proposed correction. Two completed copies must be given to the Technical Services Representative.
4. If the above form is in compliance with the procedures as stated, PHFA will issue a Certificate of Construction Completion specifying the "Date of Actual Construction Completion" to the Owner.

B. Owner:

The Owner may authorize the Architect to be their representative at the final inspection. Upon issuance of the Certificate of Construction Completion, PHFA's Finance Division will establish the cost certification cut-off date.

C. Contractor:

After completion of the final remaining seasonal punch list items, the Contractor must notify the Technical Services Representative and all other responsible parties and schedule and perform a re-inspection.

5.01.9. WARRANTIES / GUARANTEES AND MATERIAL TAKE-OFFS

- A. At 75% completion, the Architect must send the General Contractor a list of the Warranties/Guarantees required under the specifications. One copy of each warranty/guarantee must be submitted to the Technical Services Representative prior to

construction completion. This submission shall also include a list of all major Subcontractor and material suppliers, including name, trade, address and phone number. The originals should be forwarded to the Architect. Final Closing cannot be scheduled until all warranties/guarantees and material take-offs are received.

- B.** At the four month guarantee inspection, PHFA will provide the Contractor a list of building materials that will be used to compile the PHFA Reserve for Replacement Spreadsheet. The Contractor is required to provide material quantities for each item on that list no later than the time of the eleven month guarantee inspection. Failure of the Contractor to comply will result in the delay of denial to the release of final retention in the same vein of failure to comply with submission of warranty and guarantee information.

5.01.10. GUARANTEE PERIOD

A. Architect:

1. During the One year Guarantee Period, the Architect is required to inspect the development three times, at the four, eight and eleven-month date intervals. If the development was granted phased substantial completions by the Architect that Architect is then required to perform the same three guarantee inspections for each of these phases at the same intervals. The Architect is to coordinate and notify the Contractor, Technical Services Representative and Owner of the dates and times of these inspections. A report of each inspection will be forwarded to PHFA promptly. Representatives from PHFA will be available to accompany the Architect on these guarantee inspections.
2. The Architect on the development will have 2 ½% of their fee (but not less than \$1,600) of the supervision fee retained at the final payout stages of the construction period to cover the cost of all the inspections required during the one-year guarantee period.
3. If the Architect has fully performed his duties under the contract related to the guarantee period, the retained fee will be released as follows:
 - a. After satisfactorily fulfilling the first guarantee inspection criteria, an amount equal to 25% of the total retainage will be released.
 - b. After satisfactorily fulfilling the second guarantee inspection criteria, an additional amount equal to 25% of the total retainage will be released.
 - c. After satisfactorily fulfilling prior guarantee inspection criteria and the third guarantee inspection criteria, the balance of or total retainage will be released.

B. Owner:

1. The Owner shall ensure that a Representative of the Management Firm attends each Guarantee Inspection.

C. Contractor:

1. The Contractor will correct any latent defects due to faulty materials or workmanship which appear during the One-year Guarantee Period. In case the Contractor fails to correct the defects, the Owner with consent of PHFA may furnish the materials and/or labor deemed necessary to correct the defects, with all associated costs being back-charged against the Contractor.
2. If the Contractor is not represented at the quarterly meeting, it will be his/her responsibility to correct all items described by the Architect as Contractor related.

5.01.11. DEVELOPMENTS WITH 11 UNITS OR LESS

Developments with 11 units or less may have two Guarantee Inspections at six-month intervals. The Architect's retention of 2-½% of their fee (but not less than \$1,600) will be reduced by 50% at the six month guarantee inspection, and final payment will be made after the twelve month inspection if items are complete. Release of retention is contingent upon the Architect fully performing his duties under the contract.

5.01.12. GUARANTEE INSPECTION PROTOCOL

- A.** The Architect is required to attend all Guarantee Inspections. The Contractor is strongly encouraged to attend all guarantee inspections.
- B.** At all four and eight month guarantee inspections, all common areas, exterior and any other spaces, locations or systems that are noted by site management/maintenance staff as having been experiencing problems must be observed by all participants. The Architect shall be responsible for the compilation and distribution of the notes, minutes, observed deficiencies list, etc., associated with the four and eight month guarantee inspections. All such documents must be sent to all parties having been in attendance, as well as any and all other parties which may have an interest in the work (i.e., investors, consultants, etc.).
- C.** At the eleven month guarantee inspection, all contract work areas which include 100% of the dwelling units must be observed by all participants. The Architect shall be responsible for the compilation of any and all observed deficiencies that are directly attributable to the work that the Contractor was obligated to perform. The Architect shall send this list to PHFA. If requested, the Architect may provide a copy of this list to the Owner and/or Contractor. PHFA will be responsible for the compilation of any and all observed deficiencies that are directly attributable to management and/or maintenance practices at the property. PHFA will send its list as well as the Contractor related list having been compiled by the Architect to the Owner. The Owner shall be responsible to assure that all items on all lists are adequately and satisfactorily addressed. The Owner must also send monthly, written updates to PHFA informing PHFA of the progress being made on the work required to satisfy the deficiencies on both lists.

5.01.13. RECORD DRAWINGS

A. Architect:

Record Drawings (As-Builts) shall be prepared by the Design Architect from a set maintained on the job by the General Contractor. One complete electronic set (PDF on CD) set shall be submitted to PHFA. One complete hard copy set shall be submitted to the Owner. The remaining portion of the retention will be released after review and approval of the drawings. The Architect shall review the Contractor's marked-up field record set for accuracy at each weekly payout meeting.

B. Contractor:

The Contractor must maintain a set of marked-up Record Drawings at the site, including site, architectural, structural, plumbing, HVAC, electrical, fire protection, etc., which will be released to the Design Architect upon completion of construction for the preparation of the Record Drawings.

5.01.14. CONSTRUCTION PAYOUTS (See Appendices 11, 12, 13 and 14)

A. Contractor:

- 1. A Payout Field Work Sheet will be supplied by PHFA prior to or between each payout meeting.
- 2. The Contractor must fill in the field work sheet indicating the amounts due for each line item.

3. After a walk through and the amounts are confirmed, the sheet will be signed by the Representatives of the Contractor, PHFA and Architect, and a copy will be given to the Technical Services Representative. The General Contractor must promptly prepare three copies of the AIA Form G702, "Application and Certificate for Payment," and forward same to the Architect.
4. Any/all questions concerning the status of previously approved payment applications shall be directed only to the Technical Services Representative.

B. Architect:

1. The Architect will review the quantities requested and will initial the Technical Services Representative's Field Work Sheet on the field cut-off date. Upon receipt of Form G702 from the Contractor, the Architect will sign and forward it to the Owner.
2. The Architect will also forward his/her monthly requisition to the Owner for inspection. The amount allowed is based upon the percentage of construction completion and should not exceed that percentage.

C. Owner:

Upon receiving the Construction Payout from the Architect, the Owner will review the payout, attach a P-2 requesting non-construction items and forward it to PHFA's Finance Division for processing. The Owner shall also call their bonding agent to adjust the value of the development by the amount of the payout and request a bring-down which is required by PHFA prior to any release of funds.

SECTION 5.02
PROCEDURES – CHANGE ORDERS

5.02.1. GENERAL

- A.** The Owner, Architect or Contractor may request a Change Order to cover additions, deletions or upgrades to the Contract Documents.
1. When it becomes necessary to make any of the above modifications to the contract, a change order shall be prepared and submitted to PHFA for approval within fifteen (15) business days after it has been determined that the work is required. Changes not processed within this time frame may be disapproved by PHFA, regardless of funding source. All such changes are subject to conditions set forth in this *Guide* and will be processed as described herein.
 2. Cost or credit for the work proposed by change orders will be determined in accordance with the General Conditions AIA Document A201 and related PHFA SUPPLEMENTAL GENERAL CONDITIONS.
 3. After the Contractor has compiled his/her own construction costs for the change order work as well as the construction costs of any and all Subcontractors, and a total dollar value for the work has been determined, the Contractor will be allowed to add the following to the cost:
 - a. Builder's Overhead (defined as the expenses necessary to the operation of a construction business) and limited to 2% of the dollar value of the work.
 - b. Builder's Profit limited to 6% of the dollar value of the work.
 - c. Any additional Bond Premium incurred as a result of the change order work.
 4. When work is deleted, the Contractor shall submit a change order for the full value of the deletion. When an approved item of lesser quality is installed, a change order shall be submitted for the difference between the cost of the original item and the lesser substitution.
- B.** Except under emergency conditions, no changes in contract work shall be made without a change order signed by the Owner and PHFA. Work may be authorized on a time and material basis, but the procedure for obtaining formal change orders remains the same. Owners will contact the Technical Services Representative on emergency conditions and verify emergency prior to the Contractor starting work on the change order.
- C.** Sufficient copies of letters, proposals and change orders must be prepared so that each signatory has sufficient copies to process. Six original PHFA Change Order Forms C5 are required for submission to PHFA. Only two complete copies of all change order substantiation documentation need be submitted.
- D.** When a development is thirty (30) days behind the original schedule, a change order must be submitted to the Architect by the Contractor requesting a 30-day extension of time, with all necessary documentation justifying the request.

5.02.2. PROCEDURES

- A.** Following the request for a change in the work, the Architect shall address a letter to the Contractor (with copies to the Owner and PHFA) including the following information and requesting a change order from the Contractor:
1. Nature and extent of work added, deleted or changed.
 2. Supplementary drawings as required.

4. Reason for change.
 5. Should the Contractor discover a necessity for a change or substitution, he shall first call the Architect and obtain approval to proceed with the change order form.
- B.** The Contractor shall prepare and submit the final PHFA Change Order Form C5 to the Architect indicating the following:
1. Nature and extent of work added, deleted or changed.
 2. Supplementary drawings, specifications and other pertinent documentation.
 3. Reason for change.
 4. Detailed cost breakdown (labor and materials, supporting invoices) or lump sum as required by Contract Documents).
 5. The effect the change order will have on the construction schedule indicated as the number of additional or fewer days required to complete the contract work.
- C.** The Architect, upon receipt of the Contractor's change order, and after review as indicated below, shall forward his recommendations to the Owner, together with all proper documentation. The observing Architect, when applicable, shall:
1. Review the change for technical correctness and comment.
 2. Review the change for reasonable cost.
 3. Include a statement explaining why the modification to Contract Documents was required.
 4. Recommend acceptance, rejection, cost revisions or alternate solutions. Sign the change order and forward it to the Owner.
- D.** The Owner will review the change order and suggestions received from the Architect and accept or reject it. If accepted, the change order shall be signed by the Owner, Contractor, Bonding Company, PHFA Technical Services Representative and other required governing agencies.

In order to expedite processing of change orders, the Contractor may secure documentations from their bonding company at the start of the contract work indicating the bonding company's intent and dollar value limit to which they will provide coverage. Such documentation must be on official bonding company letterhead and must bear the seal of that bonding company along with appropriate signature(s). A copy of such document may be affixed to each change order request in lieu of the bonding company's individual approvals/signatures.

If the contingency fund is exhausted or if PHFA requests owner funding, the Owner shall attach a check to the change order in a sufficient amount to cover the cost.

- E.** Upon receipt of the data in "D" (above) and the check from the Owner, PHFA shall:
1. Review the entire package.
 2. Accept, reject or suggest modifications.
 3. Authorize payment when included in the Contractor's regular requisition.
 4. Execute and return three copies of the change order to the Owner.

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- F.** Change Order Log - At the first inference that a change is eminent, it shall be numbered and recorded on the Change Order Log with an estimated cost.

When changes are approved, they shall be renumbered and entered on the approved side of the log.

This log is the responsibility of the Architect and shall be updated and submitted to the Technical Services Representative at each payout meeting.

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Owner Name and Address: _____

Change Order Number: _____

Date of Request: _____

Name of Development: _____

PHFA Number: _____

If executed by all signatories you are hereby authorized to make the changes described as follows: (Include description of work, quantities, unit prices, labor, reason for change and scheduled time adjustments). Attach contractor's quotes and additional justification as needed/ requested.

Description of Changes	CSI Division #	Dollar Value of Work	OH & P (2% Overhead and 6% Profit)	Total Amount Requested	PHFA Approved Amount

Approval changes the Construction Contract by: ADDING \$_____ DEDUCTING (\$_____)

Check box if attaching additional owner funds (check, etc) in the amount of \$_____ payable to PHFA to fund change order.

Development Team Approval Signatures:

Design Professional Firm: _____ By: _____ Date: _____

Owner: _____ By: _____ Date: _____

General Contractor: _____ By: _____ Date: _____

Bonding Company: _____ By: _____ Date: _____

Check box if Bonding Company intent letter is attached or is already on file with PHFA for this job

PHFA Approval Signatures: Technical Services Representative: _____ Date: _____

Technical Services Division Director: _____ Date: _____

Finance Division: _____ Date: _____

A. General Change Order Instructions

RETURN SIX ORIGINALLY SIGNED COPIES OF THIS CHANGE ORDER TO THE PENNSYLVANIA HOUSING FINANCE AGENCY.

1. In order for this change order to be processed by PHFA, it must contain all original signatures, with required support material attached. If any required information is missing, the entire submission will be returned.
2. All work shall conform with applicable provisions of the Construction Contract, Drawings, and Specifications unless otherwise specifically noted herein.
3. This change order is not valid unless signed by Owner, Contractor, Bonding Company (see note 'E4' hereon), Supervising Architect, PHFA Technical Services Representative and Division Director as well as PHFA Finance Personnel.
4. Either the Contractor or the Owner may initiate change orders. All change orders must be approved by all parties and reviewed by the PHFA Technical Services Representative prior to being sent to PHFA for its approval.
5. Please submit change order increases and decreases as separate change orders.
6. Change order increases must be paid to PHFA. The check must be payable to the Pennsylvania Housing Finance Agency and attached to the change order. If the Owner has paid more than the final net amount of all "Add and Deduct" change orders, PHFA will return any overpayment when the final closing takes place. In certain cases, change orders may be paid from the construction contingency fund if included in the mortgage. If this is the case, indicate the amount requested from the contingency account on the line noted.
7. Change orders are cost certifiable. Savings (when all actual costs are less than the mortgage amount) may be used to pay for change orders at the sole discretion of PHFA.
8. PHFA will mail change orders it has signed to the Owner, General Contractor and Supervising Architect.
9. The Owner, Architect or Contractor may request a change order to cover additions, deletions or upgrades to the contract documents.
10. When it becomes necessary to make any of the above modifications to the contract, a change order shall be prepared and submitted to PHFA for approval within fifteen (15) business days after it has been determined that the work is required. Changes not processed within this time frame may be disapproved by PHFA, regardless of funding source.
11. Cost or credit for the work proposed by change orders will be determined in accordance with the General Conditions AIA Document A201 and related PHFA SUPPLEMENTAL GENERAL CONDITIONS.
12. When the dollar value of the work has been determined by the Contractor after compiling his/her own construction costs as well as the construction cost of any and all related Subcontractors, the Contractor will be allowed to add the following to that dollar value of the work: a) Builders Overhead defined as expenses necessary to the operation of a construction business and is limited to 2% of the dollar value of the work; b) Builders Profit limited to 6% of the dollar value of the work; and c) any additional bond premium that may be incurred as a result of the change order work.
13. When work is deleted, the Contractor shall submit a change order for the full value of the deletion. When an approved item of lesser quality is installed, a change order shall be submitted for the difference between the cost of the original item and the lesser substitution.
14. Except under emergency conditions, no changes in contract work shall be made without a change order signed by the Owner and PHFA. Work may be authorized on a time and material basis, but the procedure for obtaining formal change orders remains the same. Owners will contact the Technical Services Representative on emergency conditions and verify emergency prior to the Contractor starting work on the change order.
15. Sufficient copies of letters, proposals and change orders must be prepared so that each signatory has sufficient copies to process. Six original PHFA Change Order Forms C5 are required for submission to

PHFA but only two complete copies of all change order substantiation documentation need be submitted.

16. When a development is thirty (30) days behind the original schedule, a change order must be submitted to the Architect by the Contractor requesting a 30-day extension of time, with all necessary documentation justifying the request. Subsequently additional no cost time extension change orders may be submitted for review and approval at any time during the course of the work.

B. Contractor Related Instructions

1. If a Contractor determines that items of work not covered in the Contract Documents must be done, a request will be made by the Contractor to the Architect within fifteen working days after discovery. If a request for a Change Order is not submitted within this time, the changes may be disapproved by PHFA.
2. Independent/unrelated credit change orders must be submitted on separate forms. The exception being a credit given to accommodate newly added change order work (i.e., a credit for vinyl tile and an add of carpet at the same area may be on the same change order request; but a credit for deleted landscaping and an add for window treatment must be on separate change order forms).
3. Multiple independent credit change orders may be submitted on one form.
4. Except for work of an emergency nature, all proposed changes in the scope of contract work must be discussed during the job meetings prior to that work commencing. All such changes in work scope must be agreed to by the Owner, Architect, Contractor and PHFA. The probability is high that any change order related to "design/build" scenarios will be disapproved by PHFA.
5. The Contractor will submit the CHANGE ORDER FORM C5 to the Architect with adequate substantiation as outlined below.

C. Owner Related Instructions

1. The Owner, with written approval of PHFA, may request extra work or request changes by altering, adding or deducting from the contract work. All such changes will be processed in accordance with PHFA's change order procedures. If the change order is an "add" and the contingency has been expended, a check in the amount of the change order must be attached to the change order request.
2. PHFA reserves the right to require the Owner to fund from sources other than the contract contingency account, any/all change orders for the provision of work which may have been previously removed from the contract via Addendum, value engineering or similar agreements. This stipulation is true regardless of the contingency account balance.
3. PHFA reserves the right to require the Owner to fund from sources other than the contract contingency account any/all change orders for provision of work, for fees, for permits, for design costs or similar required to satisfy utility providers and/or Governing Municipalities. Design and/or review fees associated with additional utility work, hook-up fees, service extensions, etc., also fall under this stipulation. This stipulation is true regardless of the contingency account balance.
4. These change orders must be submitted within fifteen working days after it has been determined that the work is required. Any change orders submitted after this time frame may not be approved by PHFA.

D. Architect Related Instructions

1. Upon receipt of a request for a change order and after review as indicated in the change order procedures, the Architect will forward his/her recommendations to the Owner, together with all proper substantiation. The recommendations shall be in written form and refer to the Contract Documents defining where and why the change is warranted.

2. The Architect will forward this information to the Owner after it is received from the Contractor. Any change orders not processed and in the possession of PHFA within the fifteen day limit may be disapproved by PHFA.

E. Change Order Submission Procedures for All Parties

1. Following the request for a change in the work, the Architect shall address a letter to the Contractor (with copies to the Owner and PHFA) including the following information and requesting a change order from the Contractor: Nature and extent of work added, deleted or changed, supplementary drawings as required, reason for change. Should the Contractor discover a necessity for a change or substitution, he shall first call the Architect and obtain approval to proceed with the request.
2. The Contractor shall prepare and submit the final PHFA Change Order Form C5 to the Architect indicating the following: Nature and extent of work added, deleted or changed, supplementary drawings, specifications and other pertinent documentation, reason for change, detailed cost breakdown (labor and materials, supporting invoices) or lump sum as required by Contract Documents), the effect the change order will have on the construction schedule indicated as the number of additional or fewer days required to complete the contract work.
3. The Architect, upon receipt of the Contractor's change order, and after review as indicated below, shall forward his recommendations to the Owner, together with all proper documentation. The observing Architect, when applicable, shall: Review the change for technical correctness and comment, review the change for reasonable cost, include a statement explaining why the modification to Contract Documents was required, and recommend acceptance, rejection, cost revisions or alternate solutions. Sign the change order and forward it to the Owner.
4. The Owner will review the change order and suggestions received from the Architect and accept or reject it. If accepted, the change order shall be signed by the Owner, Contractor, Bonding Company, PHFA Technical Services Representative and other required governing agencies. In order to expedite processing of change orders, the Contractor may secure documentations from their bonding company at the start of the contract work indicating the bonding company's intent and dollar value limit to which they will provide coverage. Such documentation must be on official bonding company letterhead and must bear the seal of that bonding company along with appropriate signature(s). A copy of such document may be affixed to each change order request in lieu of the bonding company's individual approvals/signatures. If the contingency fund is exhausted or if PHFA requests owner funding, the Owner shall attach a check to the change order in a sufficient amount to cover the cost.
5. Upon receipt of the data in "E4" (immediately above) and the check from the Owner, PHFA shall: Review the entire package, accept, reject or suggest modifications, authorize payment when included in the Contractor's regular requisition, execute and return three copies of the change order to the Owner.
6. Change Order Log - At the first inference that a change is eminent, it shall be numbered and recorded on the Change Order Log with an estimated cost. When changes are approved, they shall be renumbered and entered on the approved side of the log. This log is the responsibility of the Architect and shall be updated and submitted to the Technical Services Representative at each payout meeting.

ALL INSTRUCTIONS AND PROCEDURES ARE SUBJECT TO CHANGE BY PHFA AT ANY TIME. SHOULD CHANGES OCCUR DURING THE WORK THE PHFA TECHNICAL SERVICES REPRESENTATIVE WILL ALERT AND INSTRUCT ALL PARTIES AS TO WHAT THE CHANGES ARE AND HOW THEY MAY AFFECT THE CONSTRUCTION CONTRACT OR THE WORK.

SECTION 5.05
PROCEDURES – OCCUPANCY

These procedures are to clarify the policies of the Pennsylvania Housing Finance Agency with respect to the issuance of Certificate(s) of Occupancy by PHFA and the sanctions to be imposed by PHFA in the event of violation of these policies.

1. Certificates of Occupancy shall be issued only for completed sections. A completed section is defined as follows:
 - A. Garden Apartment – Completed buildings.
 - B. Townhouses – Completed buildings.
 - C. Multi-level (high-rise, mid-rise, etc.) – Completed building(s) including all floors and commercial areas.

Each development will be designated as one of the above definitions at the preconstruction meeting, and Certificate(s) of Occupancy will be issued based on those designations.

2. Sections as indicated above which are prepared for occupancy during the construction of a development shall be completed and ready for punch listing by the Technical Services Representative, Contractor, Architect and Owner not less than twenty (20) working days prior to the anticipated date of occupancy. The punch list items and necessary corrective work must be completed not more than fifteen (15) days from the date the list is prepared. The anticipated date of occupancy shall be defined as the date the unit is made available for marketing.
3. All punch list procedures and documentation to be executed as outlined in this *Guide*.
4. The one-year guarantee period for dwelling units and related support facilities will commence as of the date of substantial completion. Guarantees for all other areas will start at the construction completion date.

APPENDIX 4

**SECTION 5.06
PUNCH LIST FORM**

Development: _____ Bldg. No.: _____
 Inspection Date(S): _____
 PHFA No.: _____ Apt. No.: _____ Architect: _____

CODE:

- | | | | |
|----------------------|-------------|-----------|--------------------|
| 1. Chipped/scratched | 5. Missing | 9. Repair | 13. Sand |
| 2. Faulty | 6. Adjust | 10. Leak | 14. Paint touch-up |
| 3. Broken/damaged | 7. Touch-up | 11. Caulk | 15. Torn |
| 4. Dented/nicked | 8. Replace | 12. Clean | 16. Other |

NO.	OK	ENTRANCE
		Door
		Lock/deadbolt
		Weather stripping
		Door sills
		Chain lock
		Viewer/knocker

NO.	OK	STAIRWAY
		Stringer
		Trim
		Carpeting

NO.	OK	KITCHEN
		Ceiling
		Walls & base
		Floor
		Light fixtures
		Closet doors
		Windows & screens
		Closet/shelves
		Refrigerator
		Stove
		Exhaust Hood &/or fan
		Counter top
		Sink
		Waste disposal
		Dishwasher
		Cabinets

NO.	OK	LIVING ROOM
		Ceiling
		Walls & base
		Carpeting
		HVAC-grilles/ reg. baseboard heat
		S/W
		TV outlet
		Thermostat
		Window & screens

NO.	OK	DINING ROOM
		Ceiling
		Walls & base
		Light fixture
		HVAC-grilles/ reg. baseboard heat
		Carpeting

NO.	OK	DINING ROOM (cont.)
		Windows & screens
		Sliding door screen & lock
		S/W plates/receptacles

NO.	OK	STORAGE/HEATER
		Ceiling
		Walls & base
		Heater & AC
		Hot water heater
		Floor

NO.	OK	CRAWL SPACE
		Clean
		Vapor barrier
		Heat tapes

NO.	OK	BATHROOM 1
		Ceilings
		Walls & base
		Floors
		Doors
		Light fixtures
		Exhaust fans
		GFI receptacles
		Medicine cabinets
		Mirrors
		Sinks
		Vanities
		Toilets
		Tub/showers
		Shower heads
		Shower rods
		Towel bars

NO.	OK	BATHROOM 2
		Ceilings
		Walls & base
		Floors
		Doors
		Light fixtures
		Exhaust fans
		GFI receptacles
		Medicine cabinets
		Mirrors
		Sinks
		Vanities
		Toilets

NO.	OK	BATHROOM
		Tub/showers
		Shower heads
		Shower rods
		Towel bars

NO.	OK	1 ST BEDROOM
		Door
		Ceiling
		Walls & base
		Carpeting
		Closet door
		Closet/shelves
		HVAC-grilles/ reg. baseboard heat
		Window & screen

NO.	OK	2 ND BEDROOM
		Door
		Ceiling
		Walls & base
		Carpeting
		Closet door
		Closet/shelves
		HVAC-grilles/ reg. baseboard heat
		Window & screen

NO.	OK	3 RD BEDROOM
		Door
		Ceiling
		Walls & base
		Carpeting
		Closet door
		Closet/shelves
		HVAC-grilles/ reg. baseboard heat
		Window & screen

NO.	OK	4 TH BEDROOM
		Door
		Ceiling
		Walls & base
		Carpeting
		Closet door
		Closet/shelves
		HVAC-grilles/ reg. baseboard heat
		Window & screen

APPENDIX 5

SECTION 5.07
PENNSYLVANIA HOUSING FINANCE AGENCY
CERTIFICATE OF SUBSTANTIAL COMPLETION

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete in accordance with the Contract Documents and is in a market ready condition. After such date, the Owner may occupy the designated portion thereof for the use of which it is intended. This begins the one year guarantee period for these units and their support facilities.

Development: _____ **PHFA No.:** _____ **Date:** _____

Architect: _____ **Contractor:** _____

Owner/Developer: _____

DESIGNATED AREA DEEMED SUBSTANTIALLY COMPLETED

BUILDING ADDRESS	NO. OF UNITS	APARTMENT IDENTIFICATION	TYPE OF UNITS (1, 2, 3 BEDROOMS)

ITEMS TO BE CORRECTED OR COMPLETED

(Attach list to this form)

The work performed and described under this Certificate has been reviewed and found to be substantially complete. Substantial Completion Date is hereby established as

_____.

A list of items to be completed or corrected, as prepared by the Architect, is attached. The failure to include any items does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

SECTION 5.08
PENNSYLVANIA HOUSING FINANCE AGENCY
CERTIFICATE OF OCCUPANCY

Development: _____ **Date:** _____
PHFA No.: _____ **Occupancy No.:** _____
Owner: _____ **Stage No.:** _____
Number of Units: _____ **Building:** _____

Of the residential units for the above referenced project, the below listed apartments are deemed ready for occupancy and constitute _____% of the total occupancy of this project.

Occupancy date is hereby established as _____, 20__.

This certificate does not constitute a waiver or release of the General Contractor from all obligations under the Contract Documents, generally, and in specific, shall not operate to release the General Contractor from his continuing obligation, among other things, to correct all latent defects during the One-year Guarantee Period.

PENNSYLVANIA HOUSING FINANCE AGENCY
APPROVED:

Director of Technical Services

cc:	Technical Services Rep.	Architect	Legal
	Lisa Case	Contractor	Kyle Matter
	Shana Erdley	PHFA Dev. Officer	

APPENDIX 7

SECTION 5.09
PROCEDURES – FINAL INSPECTION/CONSTRUCTION COMPLETION

After execution and acceptance of the Certificate(s) of Substantial Completion, a Final Inspection will be held to determine the acceptability of the development as a whole and to determine the “Date of Actual Construction Completion” as required in the Contract Documents. The procedures for this Final Inspection shall be as follows:

1. The final inspection shall be conducted by the Architect and shall include all the interior and exterior systems.
2. The final inspection shall be attended by the Architect and Representatives of PHFA, Owner and Contractor. The Owner, at his discretion, may authorize the Architect to represent him at the final inspection.
3. Prior to the execution of the final inspection form, all outstanding punch list items must be complete, with the exception of seasonal and miscellaneous items approved by the Architect and PHFA. These incomplete items will be listed on the final inspection form with a corresponding estimated value required to complete them. A sum equal to 200% of these amounts will be withheld from the final construction draw and will be released when the items are complete.
4. The final inspection form and punch list shall be signed by the Owner, Supervising Architect, Contractor and PHFA Technical Services Representative and forwarded to PHFA for review and establishment of the “Date of Actual Construction Completion.”
5. If the above referenced form is in compliance with the procedures as stated, PHFA will issue a “Certificate of Construction Completion” specifying the “Date of Actual Construction Completion”.
6. The One-year Guarantee Period for dwelling units and related support facilities will commence as of the date of substantial completion. Guarantee for all other areas will start at the construction completion date.

APPENDIX 8

SECTION 5.10
PENNSYLVANIA HOUSING FINANCE AGENCY
FINAL INSPECTION

Date of Final Inspection: _____

Development Name: _____

PHFA No.: _____

This document hereby certifies that those persons who have executed this document have attended the Final Inspection of the above referenced development in order to determine the Date of Actual Construction Completion and have found the following punch list items which need to be completed or corrected:

(A) FINAL INSPECTION PUNCH LIST ITEMS: (include attachment if necessary)

<u>ITEM</u>	<u>VALUE</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Amount withheld shall be 200% of the value.

The Architect for the above referenced development, in accordance with the Owner/Architect Agreement for construction observation, hereby certifies that based on his/her professional observations and inspections in accordance with his/her contract, the above referenced development has been completed in compliance with the Contract Documents and that, in his/her professional opinion, the development is in good and tenantable condition. The Architect also requests that the date of the Final Inspection be considered as the "Date of Actual Construction Completion". This will start the One-year Guarantee Period for all areas not previously covered in the Substantial Completion Certificate(s).

Observing Architect/Date

Owner/Date

Contractor/Date

PHFA Technical Services Rep/Date

APPENDIX 9

SECTION 5.11
PENNSYLVANIA HOUSING FINANCE AGENCY
CERTIFICATE OF CONSTRUCTION COMPLETION

Owner: _____ Date: _____

Development Name: _____ PHFA No: _____

DATE OF ACTUAL CONSTRUCTION COMPLETION

(DATE)

The *Pennsylvania Housing Finance Agency*, being in receipt of a document known as the “*Final Inspection*” form, and that document having been executed by the Supervising Architect and Representatives of the Agency, Owner and Contractor, hereby issues this *Certificate of Construction Completion* based on the below referenced stipulations.

The punch list items have been completed and corrected except those items awaiting seasonal opportunity, which items have been specified on the “A” portion of the “*Final Inspection*” form.

It is understood by all parties concerned that the above referenced “Date of Actual Construction Completion,” (DATE), is that date on which the Agency deems the project to have completed the construction phase as required under the terms and conditions of the Contract Documents.

The Supervising Architect has certified that the project is complete as a whole to the best of his/her knowledge, information and belief and is in compliance with the terms and conditions of the Contract Documents and that the project is, in his/her professional opinion, in good and tenantable condition.

That it is understood that this Certificate does not in any way imply that the project has completed Cost Certification or any other requirements of any other Division of the *Pennsylvania Housing Finance Agency*.

PENNSYLVANIA HOUSING FINANCE AGENCY

APPROVED:

Director of Technical Services

cc:	Technical Services Rep.	Architect	Legal
	Lisa Case	General Contractor	Lisa Lutz
	Shana Erdley	PHFA Dev. Officer	Kyle Matter

APPENDIX 10

SECTION 5.12
PROCEDURES – CONSTRUCTION PAYOUTS

Construction Payouts will be made monthly and derived from the construction cost breakdown established in the field at the first Payout Meeting. The revised breakdown will be reviewed and approved by the Contractor, Architect, PHFA Technical Services Representative and other Local Governing Authorities.

The second and all subsequent payouts shall be established using PHFA's computerized work sheet. One week prior to the cut-off date, the Technical Services Representative will forward a work sheet to the General Contractor to establish his payout and return a completed copy to the Technical Services Representative shortly prior to the cut-off date.

At the payout meeting, the Contractor, Architect and Technical Services Representative will do a walk-through to verify the numbers, after which four copies of the approved work sheet shall be signed by all parties. Two copies shall be given to the Technical Services Representative, one copy to the Architect and the other retained by the General Contractor.

The General Contractor will then prepare the AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT based on the approved work sheet figures and submit it to the Architect.

Ten percent (10%) of each payment request for a construction item made by the contractor will be retained by either the Agency or other related lenders. The percentage retained may be reduced to five percent (5%) after construction has been fifty percent (50%) completed. Upon issuance of the Agency's Certificate of Substantial Completion, this amount may be reduced to two and one-half percent (2 ½ %). In the event of multiple Certificates of Substantial Completion being issued for phased projects, reduction to two and one-half percent (2 ½ %) will be considered only after the final phase of the whole is accepted. The balance due to the contractor shall be payable at final loan closing provided the work is fully completed and contractor has complied with all provisions of the Construction Contract to Owner's and Agency's satisfaction, including, but not limited to, submission and approval of Contractor's Certificate of Actual Cost to the Agency and receipt of all Certificates of Occupancy for all units.

APPENDIX 11

**SECTION 5.13
CONTRACTOR PAYMENT FORMS**

**APPENDIX 12 – APPLICATION AND CERTIFICATE FOR PAYMENT,
AIA DOCUMENT G702**

APPENDIX 13 – CONTINUATION SHEET, AIA DOCUMENT G703

SECTION 5.14
PENNSYLVANIA HOUSING FINANCE AGENCY
RENTAL HOUSING PROGRAM
GENERAL CONTRACTOR'S ACTUAL CONSTRUCTION COST CERTIFICATION

Development Name: _____

PHFA No.: _____

Contractor Name: _____

We herein certify to PHFA the following:

1. The total construction cost of the development is \$ _____ as detailed below.
 - A. Original Contract \$ _____
 - B. Approved Change Orders \$ _____
 - C. Total \$ _____
2. All construction work in connection with the development has been completed.
3. That all construction cost that has been incurred by the Contractor under the "Construction Contract" has been fully paid, including payment to all Subcontractors, except as follows:
 - A. Retention \$ _____
 - B. \$ _____
 - C. \$ _____

Signed

Date

Typed or Printed Name and Title

