

Contractor's Reporting and Documentation Requirements

There are a variety of information submittals, form processing and report generation efforts required to award the contract and throughout the course of administering this contract. This part is intended to provide the potential bidder with a brief but thorough list of these requirements. You may request copies of reporting and documentation forms from the RHA during the bidding process by calling the RHA office at (610) 775-9430. The RHA reserves the right to revise the reporting and documentation requirements at any time.

Pre-Construction Administrative Requirements

- A. Assurance of Completion.** The successful bidder shall furnish an assurance of completion prior to the execution of any contract. The form of assurance of completion, as defined in Instruction to Bidders/Offerors, form HUD 5369 is required shall be submitted five (5) days prior to the execution of the contract. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the RHA may grant based upon reasons determined adequate by the RHA, shall render the bidder ineligible for award. The RHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The RHA may retain the ineligible bidder's bid guarantee.

- B. Preconstruction Conference.** Prior to the award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the RHA and its architect/engineer, and other interested parties convened by the RHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Section 3, Equal Employment Opportunity, Labor Standards). The RHA will provide the successful bidder with the date, time, and place of the conference. The Contract shall be executed within 3 days following the completion of the Preconstruction Conference.

Within 3 days following the completion of the Preconstruction Conference, the Contractor shall submit to the Contracting Officer, minutes of the Preconstruction Conference for the RHA's review.

- C. Certificates of Insurance.** In accordance with General Conditions, before commencing work, the contractor and each subcontractor shall furnish. The Reading Housing Authority is to be added as an additionally named insured to the Contractor's Comprehensive General Liability and Automobile Liability Coverage. The amount required is not less than \$1,000,000.00 per occurrence for General Liability and \$500,000.00 for Automobile Liability.

Additionally, before commencing work, the Contractor shall furnish the RHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the RHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the RHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the RHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the RHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the RHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or

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additions and where the RHA's existing fire and extended coverage policy can be endorsed to include such work. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

Certificates of the Contractor's Insurance shall be filed with the Reading Housing Authority and shall be subject to their approval for adequacy of protection. These certificates shall contain a provision that coverage afforded under the policies will not be canceled without a minimum of thirty (30) days prior written notice to the Reading Housing Authority.

- D. Construction Progress Schedule.** A Construction Progress Schedule shall be submitted five (5) days prior to the scheduled preconstruction conference. The Contractor shall use **Construction Progress Schedule Form HUD-5372**. The Contractor shall submit for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the General Condition clause entitled *Inspection and Acceptance of Construction*, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the RHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not performing the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

- E. Contractors own forces work equivalent.** The Contractor shall perform on the site, and with its own forces work equivalent to at least 12% of the total amount of work to be performed under the contract. Five (5) days prior to the scheduled preconstruction conference, the Contractor shall submit a certification explaining how the Contractor will perform at least 12% of the total amount of work.
- F. Contractor's obligation to directly superintend the work.** At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Five (5) days prior to the scheduled preconstruction conference, the Contractor shall submit the following information for approval by the HA:

Superintendent's Name
Superintendent's Work History
Superintendent's Education

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- G. Form HUD-51000, Schedule of Amounts for Contract Payments.** Five (5) days prior to the scheduled preconstruction conference, the Contractor shall submit a completed and executed Form HUD-51000, Schedule of Amounts for Contract Payments. This form is only required to be completed once; thereafter, a copy shall accompany each Pay Request.

Construction Phase Reporting Requirements

The Contractor is advised of the following Reporting and Administrative requirements required during the course of construction activities:

A. Labor Provision Requirements

The Contractor is required to submit weekly Certified Payroll Form WH-347 for the General Contractor and each Subcontractor.

The Contractor is required to post in a conspicuous place the Secretary of Labor's Wage Poster and Wage Determination.

The Contractor is required to report in writing worker disputes that the Contractor cannot resolve informally.

B. Contract Progress Payments

1. **Schedule of Amounts for Contract Payments, form HUD-51000.** A copy of form HUD-51000, Schedule of Amounts for Contract Payments, previously approved by the RHA's Contracting Officer and/or the RHA architect.
2. **Periodical Estimate for Partial Payment, form HUD-51001,** is required to be completed and submitted for each Pay Request. Only one copy with original signatures need be submitted. Photocopies are **not** permitted.
3. **Contractor's Certification.** Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification on Contractor's letterhead, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

4. **Schedule of Change Orders, form HUD-51002,** is required to be completed and submitted with each Pay Request only if there have been any approved change orders issued on the project. Once a Change Order has been issued, this form must accompany every subsequent Pay Request, even if no additional change orders are incurred.
5. **Schedule of Materials Stored, form HUD-51003,** is required to be completed and submitted with Pay Request only if the Contractor wishes to be paid for inventory purchased prior to that inventory being

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incorporated into the work. *Supporting invoices must accompany any Stored Materials Request.* The RHA representative will inspect the facility where the materials are stored to verify their existence. Once this form is submitted with a Pay Request, it must accompany each subsequent Pay Request thereafter until the project is completed. This form must also be completed by each Subcontractor requesting payment for materials stored.

6. **Summary of Materials Stored, form HUD-51004**, is required to be completed and submitted with each Pay Request, which has a completed HUD-51003 "Schedule of Materials Stored".
7. **Construction Progress Schedule Form HUD-5372**. The Contractor shall enter the actual progress on the chart as compared to the originally submitted and approved schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment).
8. **Contract and Subcontract Activity, form HUD-2516 (8/98)**. There is a 20% Minority and Women Business Enterprise participation goal for all Authority contracts. The Contractor is required to submit report form HUD-2516 (8/98), Contract and Subcontract Activity with each request for contract payments.
9. **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons, form HUD-60002**. The Contractor is required to submit report form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons, with each request for contract payments. Please note that this is the same report used by the RHA to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968.
10. **Shop Drawing and Test Results**. "Shop drawings" means drawings, submitted to the RHA's Contracting Officer or its architect by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The RHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract. The Contractor shall submit shop drawings and test results at least 15 days before the scheduled installation or work concerning the shop drawing or test results. The Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the RHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract.

The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings will be retained by the RHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not in compliance with the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

11. **As-Built Drawings**. "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings." As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of

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permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not in compliance with the Contract. This will result in the RHA withholding from the Contractor's final payment and/or retention an amount of money sufficient to gather and/or reproduce the accurate information necessary to be used in the preparation of permanent as-built drawings.

12. **Approval of equipment and materials.** The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges pre-paid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

Approval of a sample shall not constitute a waiver of the RHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

13. **Use and Possession Prior to Completion.** The RHA shall have the right to take possession of or use any completed or partially completed part of the work. The request for Use and Possession Prior to Completion shall be made by the RHA in writing. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the RHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The RHA's possession or use shall not be deemed an acceptance of any work under the contract.

While the RHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the RHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the RHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

There is a 20% Minority and Women Business Enterprise participation goal for all Authority contracts. The Contractor is required to submit report form HUD-2516 (7/96), Contract and Subcontract Activity with each request for contract payments.

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Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Contractor is required to submit report form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons, with each request for contract payments. Please note that this is the same report used by the RHA to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968.

Contract Close-out Reporting Requirements

After the Contractor has completed all the items noted on the Authority-conducted punch list, the Contractor may submit closing documents to the Authority. Closing documents shall consist of the following:

1. The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the RHA will promptly arrange for the inspection.
2. Final Pay Request marked "FINAL" with all associated payment forms as explained above.
3. One original of the executed Final Waiver of Lien for the Contractor, each subcontractor and all material suppliers.
4. Certificate of Occupancy.
5. Any special warranty or guarantees required by the Technical Specifications. At a minimum, the Contractor is required to provide a one-year workmanship warranty, in accordance with General Conditions. This warranty may be in the form of a letter on company stationery, signed by an authorized individual establishing the coverage period and the method of notification for covered repairs. Other special equipment warranties shall be from the manufacturer.
6. Two original completed copies of the "Contractor's Certificate and Release". This form must be notarized.
7. Accurate and complete information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.