

Welcome to the Subcontractors Academy!

Brought To You By:

City of Austin

Capital Contracting Office

In partnership with











Goals:

- 1. Ensure all interested subcontractors have access to information, resources and tools they need to be successful in their City contracts.
- Provide subcontractors an opportunity to network with, and learn alongside, government contracting officials to gain a better understanding of the City processes, roles, and responsibilities associated with City government contracting.

Subcontractor Academy
October 19, 2015

CAPITAL PROJECTS AN ORIENTATION FOR SUBCONTRACTORS

Presented by
Patricia L. Wadsack PE
Division Manager
Construction Services Division
Public Works Department

Purpose

To clarify for the subcontractor community their most common questions regarding the construction of capital projects.



Topics Addressed

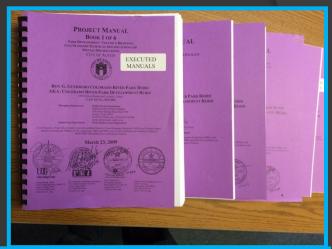
- City of Austin Construction Contract
- Owner/Contractor Communication
- Project Safety
- Contractor Payments
- Subcontractor Reporting
- Unacceptable work
- Claims

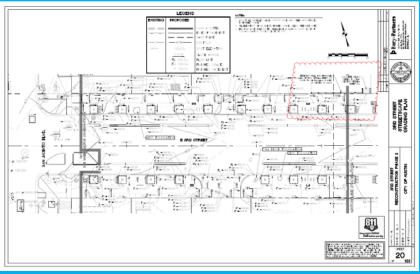


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COA CONSTRUCTION CONTRACT

- Front End Documents
- Division 1 General Requirements
- Technical Specifications
- ROCIP Documents
- MBE/WBE Documents
- Addenda
- Plans/Drawings





Front End Documents

- Section 20 Invitation to bid
- Section 300 Bid form (unit price or lump sum)
- Section 400 Bidder's experience
- Section 500 Agreement
- Section 700 General Conditions
- Section 810 Supplemental General Conditions
- Geotechnical report and other sections

Front End Documents

- Section 700 General Conditions
 - Contractor's responsibility
 - Owner's responsibility
 - Changes in work
 - Bonds and insurance
 - Engineer's responsibility
 - Change orders
 - Payment to contractor and completion
 - Dispute resolution



Front End Documents

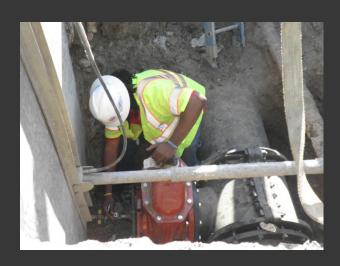
- 810 Supplemental General Conditions:
 - Amendments, clarifications to the General Conditions.

CONTRACT

- Insurance
- Storm Water Pollution Prevention Plan
- Unincorporated updates to 700

Front End Documents

- Division 1 General Requirements
 - Grades, lines, and levels
 - Meetings
 - Submittals
 - Photos
 - Temporary Facilities
 - Public Safety and Convenience

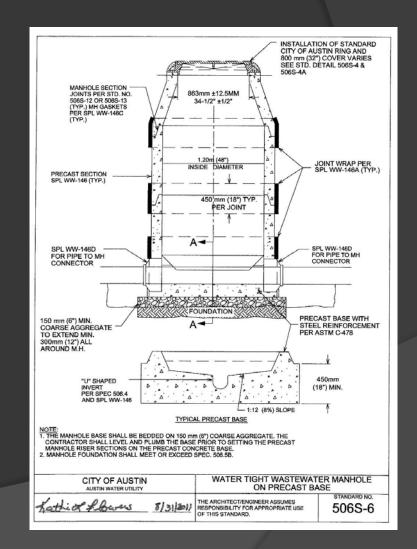


Front End Documents

- Technical Specifications
 - Standard Specifications
 - Special Specifications
 - Special Provisions

- Construction Drawings
 - Standard details

Example of a Standard Detail



What if there is a contradiction?



Order of Precedence – (top item receiving priority of interpretation):

- 1. Signed Agreement (500)
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions (810)
- 4. General Conditions (700)
- 5. Other Bidding Requirements and Contract Forms
- 6. Special Provisions to Standard Technical Specifications
- 7. Special Specifications
- 8. Standard Technical Specifications
- 9. Drawings (figured dimensions shall govern over scaled dimensions)
- 10. Project Safety Manual (if applicable)

From 700 Series Item 3.1.1

Definitions

- Owner
 - City of Austin, Texas
- Contract
 - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.

Definitions

CONTRACTOR

 The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.



Definitions

Subcontractor

 An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.

Sub-Subcontractor

 A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

Owner/Contractor Relationship

- Work is governed by the Contract
- Contract is signed by the owner and the general contractor
- Subcontractors are hired by the general contractor



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OWNER/CONTRACTOR COMMUNICATION

Owner/Contractor Communication

Inspectors
 communicate
 proactively with all
 project stakeholders
 on a regular basis
 and serve as a point
 of contact in the case
 of serious incidents.



Owner/Contractor Communication

Communication

 All communication between the contractor and the owner should be done through the Inspector.



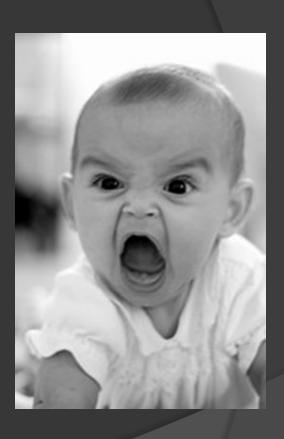
 When communicating to the Contractor, Inspectors are taught to address the designated Superintendent of the General Contractor.

Owner/Contractor Communication

Communication

When communicating with the Contractor, the public, or anyone; Inspectors are trained to:

- Always be courteous.
- Not lose their temper (even if others do).
- Listen carefully to the issue or question.
- Try within reason to resolve the customer's issue.
- Not make any promises.
- Take the time to investigate and get back to them (but do get back to them).
- Be open and honest.



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PROJECT SAFETY

Safety Requirements

 Inspectors are always mindful of safety, but the contractor to ultimately take primary responsibility for safety on the job site.



- In some cases, the Owner's role is more active:
 - Projects governed by ROCIP
 - Excavation Safety on all projects



Safety Requirements

- Per contract, all construction workers on the job site, whether employed by the CONTRACTOR or subcontractors, shall have completed the OSHA 10-hour Construction Industry Training Outreach Program
- These certifications should be readily available to the Owner for inspection



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CONTRACTOR PAYMENTS

- General Contractor submits application for payment to Owner's representative on designated dates.
- It covers the work completed in that payment period.
- The application for payment is reviewed by the Owner's project team.

Pay Application Timeline

 Pay App submitted by Contractor on due date - One Week for review by Inspector and Supervisor (contractor's application submittal date)



Pay App is forwarded to Project Manager for Review



 Pay App is forwarded to the Public Works Payment Coordinator (project manager's pay processing date)



 Public Works Payment forwards the approved invoice to City of Austin Purchasing department – Check is issued by Purchasing

Contractor's Application Submittal Dates	Project Manager's Pay Processing Dates	Contractor's Application Submittal Dates	Project Manager's Pay Processing Dates
12/19/2014	1/5/2015	7/24/2015	8/3/2015
1/9/2015	1/20/2015 *Tue	8/7/2015	8/17/2015
1/23/2015	2/2/2015	8/21/2015	9/8/2015 *Tue
2/6/2015	2/17/2015 *Tue	9/11/2015	9/21/2015
2/20/2015	3/2/2015	9/25/2015	10/5/2015
3/6/2015	3/16/2015	10/9/2015	10/19/2015
3/20/2015	4/6/2015	10/23/2015	11/2/2015
4/10/2015	4/20/2015	11/6/2015	11/16/2015
4/24/2015	5/4/2015	11/20/2015	12/7/2015
5/8/2015	5/18/2015	12/11/2015	12/21/2015
5/22/2015	6/1/2015	*12/28/2014	
6/5/2015	6/15/2015		
6/19/2015	7/6/2015		
7/10/2015	7/20/2015		

Typically Friday

Typically Monday

Payment is typically received on Wednesday.

- From COA Construction Contract Section 700 "General Conditions":
 - CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.



 The CONTRACTOR is required to notify the Subcontractor(s) in writing of rejection of Application for Payment within two (2) Working Days following notification by Owner.



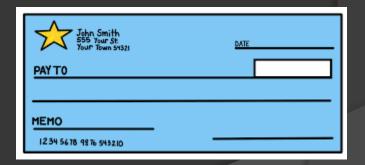
Payment Timeline

	Best Case Scenario	Worst Case Scenario
Work Done	7/9/15	6/6/15
Pay Application Submitted	7/10/15	7/10/15
Payment Processed by COA	7/20/15	7/20/15
Payment Received by General Contractor	7/22/15	7/22/15
Payment to Subcontractor*	8/1/15	8/1/15
Total	23 Days	62 Days

^{*} First tier subcontractors

Prompt Payment

- This process of progress payments to the contractor is typically referred to as the "prompt payment process."
- Progress payments are made no more than once per month in accordance with the general conditions of the contract (Section 700).
- A new process recently added to the construction contracts is called "mobilization prompt pay" and is spelled out in the supplemental general conditions (section 810).



Mobilization Prompt Pay

- Mobilization prompt pay applies to projects greater than \$2 million.
- These projects will allow 2 prompt payment cycles per month for the first 2 months of the project.
- In addition, the contractor can identify "critical mobilization periods" for a project which must be approved by the owner.
- Two prompt payment cycles per month will be allowed during approved critical mobilization periods.

CITY OF AUSTIN APPLICATION FOR PAYMENT

PROJECT NAME:		

DEPARTMENT: PUBLIC WORKS AND TRANSPORTATION

Fnd-Agy-Orgn(s):

CONTRACTOR:

P. W.O. # PC# Vendor NO: URE7009890 1 DATE: 9/15/2005

ORIGINAL CONTRACT PRICE: \$23,000.00 EST. NO.: 1 Final

CHANGE ORDER TOTAL: \$16,000.00 PAGE: 1 of 3

ADJUSTED CONTRACT PRICE: \$39,000.00

ESTIMATE PERIOD

	FROM: TO:	9/15/2005
	TOTAL DUE FOR WORK DONE	\$29,450.00
	ALLOWED FOR MATERIALS ON HAND	\$0.00
	SUB-TOTAL	\$29,450.00
	LESS 0% RETAINAGE	\$0.00
	SUB-TOTAL	\$29,450.00
	LESS CUMULATIVE DEDUCTIONS	\$0.00
	AMOUNT DUE TO DATE	\$29,450.00
	LESS PREVIOUS PAYMENTS	\$0.00
	AMOUNT DUE THIS ESTIMATE	\$29,450.00
SIGNATURES:		
PREPARED BY:		DATE:
CONST. INSPECTOR:		DATE:
CONTRACTOR:		DAIE:
INSP. SUPERVISOR :		DATE:
PROJECT MANAGER:		DATE: _
I.S.S. PYMT DIV:		DATE:

Pay Application Cover Page

REVISED: 9-11-96 CID FORM C-109



							Ŧ								
90												DATE:		1/28/11	
	2nd Street District Streetscape - Street														
	Reconstruction and Utility Adjustment - West of Congress		CONTRACTOR		Conith Contraction	-0- 1 4	F000	0.0: 011	Austin Tours 703	700		Estimata No.			
CIP ID No.:	Congress 6055.015		(name and addr	ress)	Smith Contractin	gCo., Inc 1	5308	8 Ginger Street -	Austin, Texas 787	728		Estimate No.:		11	
CT No.:	10010600529														
BID				C.O.	ADJUSTED			ADJUSTED	UNITS	-	AMOUNT				
ITEM			CONTRACT	INCREASE	CONTRACT	UNIT		CONTRACT	THIS		THIS	UNITS		AMOUNT	%
NO.	DESCRIPTION	UNIT	QUANTITY	DECREASE	QUANTITY	PRICE		AMOUNT	PERIOD	PERIOD		COMPLETE	TO DATE		COMPLETE
2nd St FDL	J # 8581-2507-9106 / 8780-6207-2473														
101S-B	PREPARING RIGHT OF WAY	STA	2.8		2.8	\$ 9,000.00	0 9	\$ 25,200.00	0.0	\$	_	2.8	\$	25,200.00	100.00%
1010 5	The state of the s		2.0		2.0	¥ 0,000.0		20,200.00	0.0	Ť		2.0	_	20,200.00	100:0070
110S-B	STREET EXCAVATION, PLAN QUANTITY	CY	900.0		900.0	\$ 15.00	0 5	\$ 13,500.00	0.0	\$	-	900.0	\$	13,500.00	100.00%
315S-C	TRANSITION MILLING (CO#5)	SY	550.0	(550.00)	0.0	\$ 12.00	0 8	\$ -	0.0	\$		0.0	s	_	#DIV/0!
	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TYPE C		555.5	(000.00)	0.0	Ψ 12.0		*	0.0	+		0.0	_		#B1170
	SBS MOD SURF COURSE	SY	1300.0		1,300.0	\$ 18.00	0 5	\$ 23,400.00	0.0	\$	_	1170.0	\$	21,060.00	90.00%
	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 12.5",						Т								
340S-B	TYPE B	SY	1300.0		1,300.0	\$ 60.00	0 5	\$ 78,000.00	0.0	\$	-	1170.0	\$	70,200.00	90.00%
420S-A	DDILLED CHAFT 40 INCH DIA 400#5 8 #6V		00.0	44.00	07.0	¢ 200.0	۱,	¢ 24.000.00				07.0		24.000.00	400.000/
	DRILLED SHAFT, 42 INCH DIA. (CO#5 & #6) PC CONCRETE CURB AND GUTTER (EXCAVATION)	LF	86.0	11.00	97.0	\$ 360.00	0 5	\$ 34,920.00	0.0	\$		97.0	\$	34,920.00	100.00%
	(CO#5 & #6)	LF	213.0	44.00	257.0	\$ 23.00	0 8	\$ 5,911.00	0.0	\$		257.0	\$	5,911.00	100.00%
	NEW PC CONCRETE SIDEWALKS, 4 INCH														
432S-4	THICKNESS (CO #6)	SF	1049.0	86.00	1,135.0	\$ 5.0	0 5	\$ 5,675.00	0.0	\$	-	1135.0	\$	5,675.00	100.00%
	NEW PC CONCRETE SIDEWALKS, 6 INCH														
432S-6	THICKNESS (CO#5)	SF	1058.0	(58.00)	1,000.0	\$ 6.00	0 \$	\$ 6,000.00	0.0	\$	-	1000.0	\$	6,000.00	100.00%
4000.0	TYPE II DO CONODETE DEN FINAN	0.5	4075.0		4.075.0		١,	45,000,00				4400.0		0.540.00	00.000/
433S-C	TYPE II PC CONCRETE DRIVEWAY	SF	1975.0		1,975.0	\$ 8.00	U	\$ 15,800.00	0.0	\$		1189.0	\$	9,512.00	60.20%
436S	PC CONCRETE VALLEY GUTTERS	SF	500.0		500.0	\$ 8.00	0 8	\$ 4,000.00	0.0	\$	_	500.0	s	4.000.00	100.00%
	CONCRETE PAVER UNITS FOR SIDEWALKS, 60 MM					0.00	Τ,	1,000.00	0.0	Ť		555.5	_	1,000.00	300.0070
	(CO #6)	SF	4146.0	1,120.00	5,266.0	\$ 6.00	0 5	\$ 31,596.00	0.0	\$	-	5266.0	\$	31,596.00	100.00%
504S-3G	ADJUSTING GAS VALVE BOXES TO GRADE	EA	2.0		2.0	\$ 300.0	0 5	\$ 600.00	0.0	\$	-	0.0	\$	-	0.00%
504S-4PB	ADJUSTING PULL BOXES TO GRADE	EA	1.0		1.0	\$ 500.00	0 8	\$ 500.00	0.0	\$		1.0	s	500.00	100.00%
5045-4FB	MINOR MANHOLE HEIGHT ADJUSTMENTS, 6' DIA. (CO	EA	1.0		1.0	φ 500.00	1	φ 500.00	0.0	Φ		1.0	à	500.00	100.0070
506-4WW	#6)	EA	3.0	1.00	4.0	\$ 650.00	0 5	\$ 2,600.00	0.0	\$	-	3.0	\$	1,950.00	75.00%
	MINOR STORMWATER MANHOLE ADJUSTMENT -						Τ,			Ť			-	.,	
							5	\$ 500.00	0.0	\$	-	0.0	\$	-	0.00%
<i>"</i>			л		,, ,	,									
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"Body" page of <i>Pay Application</i>					•	0.0	\$		0.0			#DI\//01			
	 		_	<u> </u>			1	a -	0.0	\$	-	0.0	\$	-	#DIV/0!

Sample Pay Item - 510s "Pipe"

Paid at the unit price bid per linear foot for the various sizes of pipe.

Materials and work that are part of the

bid price (not paid for separately) are referred to as "subsidiary" items.



Sample Pay Item - 510s "Pipe"

Sample Pay Item - 510s "Pipe" Subsidiary Items:

- Clearing
- constructing any necessary embankment
- excavation
- disposal of surplus or unusable excavated material
- furnishing, hauling and placing pipe
- field constructed joints, collars, temporary plugs, caps or bulkheads
- all necessary lugs, rods or braces
- pipe coatings and protection
- preparing, shaping, pumping for dewatering, and shoring of trenches

- connections to existing systems or structures, concrete blocking and thrust blocks and restrained joints
- bedding materials
- backfill materials
- hauling, placing and preparing bedding materials
- particle migration measures
- hauling, moving, placing and compacting backfill materials
- temporary and permanent pavement repairs and maintenance
- vertical stack on deep wastewater services

- temporary removal and replacement of pavement, curb, drainage structures, driveways, sidewalks and any other improvements damaged or removed during construction
- cleanup
- all other incidentals necessary to complete the pipe installation as indicated.
- pipe joint restraint devices, where specified or allowed, meeting Standard Products List WW-27A or WW-27G.

Materials on Hand

- The contract allows for paying the contractor for materials that are purchased and brought to the project site, but haven't been incorporated into the work.
- This process may only be used for items that will be stored on site for more than one payment cycle and may require a large commitment of capital by the Contractor for material and equipment such as stored pipe, manholes or large valves.

Materials on Hand

CITY OF AUSTIN PUBLIC WORKS DEPARTMENT MATERIALS ON HAND

Construction Inspector: Bob Pilgrim

				(A) + (B) - (C) = (D)
FDU(s)	\$ Value of Material Stored	\$ Value of Material Stored at	\$ Value of Material	Total \$ Value of Material
INVOICE #	this Period	Beginning of Period	Installed this Period	Now Stored
PAY APP#	(A)	(B)	(C)	(D)
Landscape Forms	\$0.00	\$7,950.00	\$4,770.00	\$3,180.0
80" benches SS746-1				
Landscape Forms	\$0.00	\$10,080.00	\$2,520.00	\$7,560.0
2' chairs SS746-2				
Everwood	\$0.00	\$3,555.44	\$0.00	\$3,555.4
ipe wood SS744-1				
IronSmith	\$0.00	\$10,989.00	\$0.00	\$10,989.0
Tree grates				
ATS & SSP	\$0.00	\$48,692.28	\$3,178.10	\$45,514.1
Signals & lights				
Custom Sign Creations	\$0.00	\$1,229.30	\$1,229.30	\$0.0
Letters SS749S-1				
R.E. Campbell	\$0.00	\$1,100.00	\$0.00	\$1,100.0
Trellis'				
Fairweathers	\$0.00	\$12,171.55	\$1,521.44	\$10,650.1
receptacles				
Fairweathers	\$0.00	\$1,864.00	\$932.00	\$932.0
bike racks				
Fairweathers	\$0.00	\$1,172.90	\$0.00	\$1,172.9
vine grates, tooling, etc.				
Austin Traffic Signal	\$0.00	\$22,500.00	\$0.00	\$22,500.0
Trellis Fndtn (cantilever arm)				
	\$0.00	\$0.00	\$0.00	\$0.0
	\$0.00	\$0.00	\$0.00	\$0.0
	\$0.00	\$0.00	\$0.00	\$0.0
	\$0.00	\$0.00	\$0.00	\$0.0
			TOTAL	\$107,153.

TO THE BEST OF MY KNOWLEDGE FROM SUBMITTED PAID INVOICES, AND MATERIAL INSTALLED, I HERBY CERTIFY THAT ALL MATERIALS ON HAND LISTED ON THE ABOVE "MATERIAL ON HAND TABULATION ARE STORED ON THE JOB SITE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS OR AT OTHER LOCATIONS SPECIFICALLY APPROVED BY THE CITY OF AUSTIN

CONTRACTOR:

CONSULTANT / INSPECTOR

Contractor profit and overhead is withheld from any payment for materials or equipment on hand. The Contractor retains the duty to protect and install the materials or equipment and to restore any damaged or defective work.

Subcontractor Academy
October 19, 2015

MBE/WBE SUBCONTRACTOR REPORTING

City of Austin SMBR Program

• The City's Small and Minority Business Resources (SMBR) Department oversees the participation of Minorityowned Business Enterprises (MBE) and Woman-owned Business Enterprises (WBE) on City contracts.



City of Austin SMBR Program

 Goals are set for each contract and must be met by the CONTRACTOR

 CONTRACTORS must submit a report with the pay application detailing their progress toward reaching these goals.
 This is known as the "SubK Report."



City of Austin SMBR Program

 CONTRACTORS must also apply for a change of compliance with the owner prior to adding or removing a subcontractor.

 Inspectors will monitor the subcontractors on the project and verify that only approved subcontractors work on the site. Subcontractor Academy
October 19, 2015

UNACCEPTABLE WORK LETTERS

Unacceptable Work Letters

- The Inspector will issue an Unacceptable
 Work Letter to the General Contractor for...
 - Construction materials and/or work that doesn't meet the requirements of approved Contract Documents
 - Non-compliance with provisions of the Contract
 - Imminent danger to the health or well being of anyone due to project-related circumstances



City of Austin

CIP Inspection Division, 105 Riverside Drive, Suite 220, Austin, Texas 78704 Public Works Department, P.O. Box 1088, Austin, Texas 78767-8857

Date: 2/14/15

NOTICE TO CONTRACTOR OF UNACCEPTABLE WORK AND/OR CONTRACT NON-COMPLIANCE

C.I.P. Project Name: Lenox Avenue Street Reconstruction

Location: 125 Lenox Avenue

Contract Provisions/Specifications/Plans applicable to Non-Compliant work: ITEM NO. 802S -

PROJECT SIGNS

Description of Non-Compliance:

Street signs are not being maintained. Damage to signs is impeding visibility and

readability.			

☑ Upon notification by Owner's Representative, Contractor immediately corrected/compli	ed with the
deficiencies noted above. Contractor was given 1 days to correct/comply with the deficiencies noted above. Other:	

Failure to correct/comply with the deficiencies noted above within the prescribed amount of time and/or repeated non-compliance may result in owner stopping work or withholding payment according to GC 700, 13.5, 13.6, or 14.4 of the contract documents. If the Owner determines to withhold payment for non-compliance, payment will be made within thirty (30) days following the date which all required corrective actions have been made or a repeated non-compliance item occurs.

If you wish to discuss these deficiencies, please contact the Inspector Terrence O'Connor at 512-974-2293 or the Construction Engineer Valerie Dickens at 512-974-8783.

Sincerely,

Construction Inspector CIP Inspection Division Department of Public Works

Delivered to: ______ Date: _____

c: Prime Contractor:

Project Manager: Project File:

> Attachment #1 - C115 Notice to Contractor Regarding Unacceptable Work





Subcontractor Academy October 19, 2015

CLAIMS

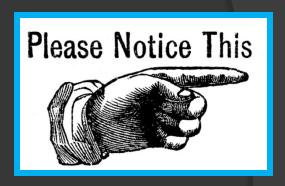
Claims Process

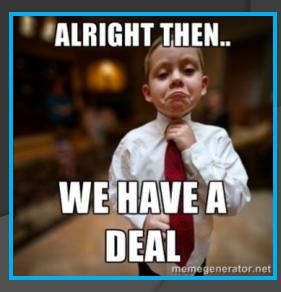
- Subcontractors can file claims against the General Contractor for non-payment.
- These claims are subject to terms stated in the City's construction contract (Section 700 "General Conditions") and the **Texas Government** Code (Chapter 2253).



Claims Process

- Per Section 700 "General Conditions":
- If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a (alternative dispute resolution) process
- The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier
- NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.





Texas Government Code Chapter 2253 details the steps for perfecting a claim for non-payment on Texas public work, like public schools, sewer systems, and buildings.



- Chapter 2253 requires a public owner of a project of at least \$25,000 to require its prime contractor to secure a payment bond to protect subcontractors and suppliers from a failure to make proper payment.
- The City of Austin requires payment bonds on it's construction contracts in accordance with this law.

 Chapter 2253 is unforgiving – it has no grace period for notices not filed by the statutory deadlines.



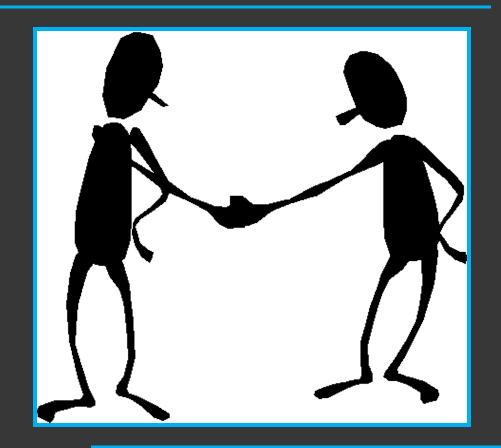
- Lack of compliance prevents a subcontractor or supplier from perfecting claims, and from collecting money otherwise rightfully due.
- The notice period equates to roughly 75 days.

 Recall that the worst case payment scenario was about 62 days.



- This presentation should not substitute for legal advice
- Many subcontractors and suppliers have standard claim letters prepared and send them out routinely when the statutory deadlines approach.

Questions or Comments?



Thanks for attending!

Capital Contracting Office

For additional Information:

http://www.austintexas.gov/department/capital-contracting

