



# ABCA NEWSPPOINTS

June - Aug 2014 | Special Edition | Volume 32

## MTA Advocate for Policy Changes to City's Subcontract Payments

The Minority Contractors Trade Association Alliance (MTA) comprised of the Asian Contractor Association, Austin Area Black Contractor Association and the United Hispanic Contractor Association de Austin finally received **good news** regarding policy changes to the City's subcontractor payment procedures. The MTA have worked tirelessly over the past eleven months for these changes with the assistance from the City's Small and Minority Business Resources; Contract Management; Public Works and Law departments. The changes focused on Retainage and Partial Payments. (For background information regarding these changes refer to ABCA Newspoint's August 2013, Summer Edition, Volume 29). To share the **good news** with you about the results, please see the below updates presented by City staff at the MTA's monthly meeting:



### Contract Management Department Update to Minority Trade Alliance June 11, 2014 Retainage

**Issue:** Evaluate mechanisms to allow for partial{full} release of retainage for subcontractors when work is complete and accepted.

**Resolution:** CMD and PWD have worked together to develop a new policy for release of retainage. What follows is the DRAFT language that is being vetted through law prior to release in the contract documents. The highlighted language is the new language.

**14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent {10%} of amount thereof, which ten percent {10%} will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent {5%} of amount thereof, which five percent {5%} will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2. A Sub Contractor may submit a written request to the Project Manager requesting release of retainage for work by the Sub Contractor that has been completed and approved.

**Status:** The language has been drafted and is being vetted through Law in advance of the next release of the Standard Front End documents. This release is anticipated to be in July/August to coincide with the release of the Alternative Pay Programs {Quick Pay/Mobilization Prompt Pay}. Additionally, PWD staff is working on the procedure that would accompany this process change.

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**Contract Management Department  
Update to Minority Trade Alliance  
June 11, 2014  
Partial Payments**

**Issue:** Evaluate mechanisms to provide payment to subcontractors when payment to prime contractors is being withheld for reasons not attributable to subcontractors performance.

**Resolution:** CMD and PWD have worked to craft a Partial Payment process for construction projects. The process would come into play when the City has withheld payment from the prime contractor for any reasons listed in section 14.4.1 of the contract (below). In those instances, the Contractor would be required to notify their subcontractors and upon notification, the Subcontractors may submit a formal request for partial payment directly to the City (Project Manager). When requested, the City will direct the Contractor to resubmit the pay application for the same period to include ONLY the work performed by the requesting Subcontractor(s) during the period. The City will review the resubmitted invoice in accordance with the contract and the Contractor would be expected to pay the Subcontractors within ten days of receiving payment from the City in accordance with the contract.

**Status:** The language has been drafted and is being vetted through Law in advance of the next release of the Standard Front End documents. This release is anticipated to be in July/August to coincide with the release of the Alternative Pay Programs (Quick Pay/Mobilization Prompt Pay). Additionally, PWD staff

is working on the procedure that would accompany this process change. Once the language has been vetted with law and the procedures are developed, the process will be reviewed by the Controller to ensure adequate internal controls are in place before the new language and process are implemented.

**FROM 00700 General Conditions:**

**14.4 Decisions to Withhold Payment:**

**14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:**

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- .5 damage to OWNER or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
- .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
- .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
- .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
- .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
- .12 failure of CONTRACTOR to submit monthly subcontractor reports;
- .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- .14 failure of CONTRACTOR to comply with the Austin City Code, Chapter 2-9-A, as amended, "Minority- Owned and Women-Owned Business Enterprise Procurement Program;" or
- .15 failure of CONTRACTOR to comply with any provision of the Contract Documents.

***A Big Thank You***

to the following City staff members who worked tirelessly with the MTA on the retainage and partial payment proposed policy changes:

- **Veronica Briseño Lara, Director, SMBR**
- **Debra Dibble, Assistant Director, SMBR**
- **Kristi Samilpa, Business Process Consultant, SMBR**
- **Rosie Truelove, Director, Contract Management Dept.**
- **Kerri Juarez, Assistant Director, Public Works Dept.**

## PROPOSED FINANCIAL and PAYMENT ASSISTANCE PROGRAMS

Program Model Descriptions	City contracts	Ch. 380 contracts
<b>1) City approaches 3<sup>rd</sup> party financial institutions to offer independent loan program</b> <ul style="list-style-type: none"> <li>• Lenders voluntarily offer loans with more flexible criteria than traditional commercial loans</li> <li>• Lenders have expertise in making credit decisions</li> <li>• Concerns that interest rate will be too high; the funds will still be inaccessible; the traditional lending process moves too slow</li> <li>• City costs: None; no City funding would be necessary; the City could choose to dedicate 1 FTE for education and outreach</li> </ul>	x	x
<b>3) City contracts with a 3<sup>rd</sup> party administrator and funds a loan pool</b> <ul style="list-style-type: none"> <li>• City could require financial institution to match City's funds</li> <li>• City would continue to fund for a period (likely 2-3 years, subject to annual appropriation). Annual funding could decrease as the loan pool grows</li> <li>• During the procurement process, the City can establish the parameters of the loan program and the eligibility requirements</li> <li>• City funds potentially at risk of default, which could deplete the pool</li> <li>• City costs: Dependent on City's preferred program scope &amp; size                             <ul style="list-style-type: none"> <li>○ Funds paid to financial institution for program administration, Grant/seed money for revolving loan pool (\$250K-\$1M), 1 or more City FTEs to serve as Contract Administrator. This funding has been included as an unmet need in the Budget Process</li> </ul> </li> </ul>	x	x
<b>4) City establishes Quick Pay Program (QP)</b> <ul style="list-style-type: none"> <li>• Prime contractor invoices City for "Quick Pay" funds. Subcontractors would apply for QPP program and perform the work. Subcontractor then invoices the prime as work is completed and is paid by the prime from the "Quick Pay" funds within 10 days of the work being accepted and approved. The prime would then invoice the City on the next regular pay application.</li> <li>• Similar to program used on new City Hall construction</li> <li>• Payment occurs once work is performed which reduces risk for the City; easy to implement for COA projects</li> <li>• City Costs: No additional staffing resource needs have been identified at this time. May result in higher overall bid/contract price.</li> </ul>	x	
<b>5) City establishes Mobilization Prompt Pay Program (MPP)</b> <ul style="list-style-type: none"> <li>• Prime contractors can submit pay applications twice a month, rather than monthly, at critical mobilization points during the project (typically the first few months of work)</li> <li>• Subcontractors can receive payments more quickly during critical mobilization phase</li> <li>• May cost the COA more contractually due to increased general conditions cost for primes and may also increase staff charges to capital projects due to review and processing of extra pay applications</li> <li>• City Costs: No additional staffing resource needs have been identified at this time.</li> </ul>	x	
<b>6) City establishes Cash Flow Enhancement Program (CFE)</b> <ul style="list-style-type: none"> <li>• Prime contractor invoices City for "CFE" funds. Subcontractors would apply for CFEP. If approved, prime would advance funds (up to 5% of the subcontractor's contract amount) to fund mobilization expenses. The loan would be paid through deductions from progress payments. (Similar to program used on Convention Center expansion)</li> <li>• Subcontractors can receive access to funding during critical mobilization phase. Administration as an internal City of Austin program helps ensure funding is accessed in a timely fashion</li> <li>• Higher risk option as project funds are loaned out in advance of performance of work</li> <li>• City Costs: a Lending Specialist to facilitate the review and approval process of loans and a contract administrator to monitor the activities and payments. May result in higher overall bid/contract price. This funding has been included an unmet need in the Budget Process.</li> </ul>	x	

*Options 2, 7, and 8 were excluded because the MBE/WBE Council Committee asked staff to further explore Options 1, 3, 4, 5 and 6.*

*~~~See next page for Financial and Payment Assistance Options Draft Timeline~~~*

**Source: Kristi Samilpa, Business Process Consultant, City of Austin, Small and Minority Business Resources Department**

## FINANCIAL AND PAYMENT ASSISTANCE OPTIONS DRAFT TIMELINES

<b>October 2013</b>	<ul style="list-style-type: none"> <li>▶ Council Directive to City Manager, Resolution 20131024-055</li> </ul>
<b>November-December 2013</b>	<ul style="list-style-type: none"> <li>▶ Presentation to MBE/WBE Procurement Advisory Committee</li> <li>▶ Presentation to Council Sub Committee</li> <li>▶ Stakeholder Input Sessions</li> </ul>
<b>January 2014</b>	<ul style="list-style-type: none"> <li>▶ Presentation to Council on Options and Recommendations</li> <li>▶ Council approval options 1 (3rd Party Loan), 3( City funded 3rd Party Loan), 4(Quick Pay), 5(Mobilization Prompt Pay), and later 6(Cash Flow Enhancement)</li> </ul>
<b>February 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team to explore options 1 and 3</li> <li>▶ Internal Teams to explore options 4,5, and 6</li> </ul>
<b>May 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team: Stakeholder Roundtable, Identify Funding Sources; Draft RFP scopes for options 1 and 3</li> <li>▶ Internal Team: Draft program processes and changes to Contract documents</li> </ul>
<b>June 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team: Advertise RFP</li> </ul>
<b>July 2014</b>	<ul style="list-style-type: none"> <li>▶ Internal Team: Rollout Options 4 and 5</li> </ul>
<b>August 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team: RFP evaluation period</li> </ul>
<b>September 2014</b>	<ul style="list-style-type: none"> <li>▶ Both Teams: Staffing request pending budget approval</li> </ul>
<b>October 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team: Request to Council for Action</li> </ul>
<b>November 2014</b>	<ul style="list-style-type: none"> <li>▶ External Team: finalize contracts for Options 1 and 2</li> </ul>
<b>January 2015</b>	<ul style="list-style-type: none"> <li>▶ Program implementation for Options 1, 3, and 6</li> </ul>

**Article of Interest!**

**Study:  
Black-owned  
businesses  
growing in Texas,  
but face  
challenges**

By **Claudia Grisales**, American-Statesman Staff

The number of black-owned businesses in Texas is growing but the firms remain small in comparison to other Texas businesses, and their owners face barriers to growth and profitability, according to a new report from the Bureau of Business Research

percent in 2002, according to the U.S. Census Bureau. That's 154,283 firms out of 2.1 million, the report said, which is up from 88,768 firms in 2002. More than 95 percent of Texas black-owned businesses are solo-practitioners, with no employees other than the owner, according to the study. On average, the businesses employed 10 workers in 2007, while the average business in Texas employs 23, the report said. The average black-owned business had \$60,000 in sales in 2007, versus \$1.2 million for the average Texas firm. These businesses, however, showed an ability to remain in operation for years, despite their small size.

Many "in the survey have been able to remain in business for years, with about 50 percent of the survey respondents reporting that they have been in business for more than 10 years," the report said. "Previous research has found that the longer a business is operating, the less likely it



at the University of Texas at Austin. The study also found that educational attainment was "quite high" among the respondents to the study, but they faced challenges accessing capital in the form of loans and other efforts.

The number of black-owned businesses in Texas is growing but the firms remain small in comparison to other Texas businesses, and their owners face barriers to growth and profitability, according to a new report from the Bureau of Business Research at the University of Texas at Austin.

The study found a strong concentration of black-owned businesses in the service sector, which is considered a growing piece of the economy. Also, the study found that educational attainment was "quite high" among the respondents to the study, said Bruce Kellison, co-author of the study and associate director of the Bureau of Business Research. The study surveyed more than 900 black-owned Texas businesses. "We were surprised at the concentration in the service sector among our respondents," said Kellison, whose study was presented at the Texas Capitol on Thursday morning. "The educational attainment was quite high and that's a good sign that black business owners are well educated and education correlates highly with business performance." Black-owned businesses accounted for 7 percent of all businesses in Texas in 2007, up from 5

is that the business will fail." ellison said one of the roadblocks facing black-owned businesses is their lack of access to capital and loans. "There are still challenges," he said. "We asked some questions about how many of them had applied for business loans and that number was not was quite high. There was some disconnect to their access to business capital. Their accessibility to working capital is not what it could be." The study found a strong concentration of black-owned businesses in the service sector which is considered a growing piece of the economy. "We were surprised t the concentration in the service sector among our respondents," Kellison said. "The educational attainment was quite high and that's good sign that black business performance" The businesses also showed an ability to remain in operation for years, despite their small size. Many "in the survey have been able to remain in business for years, with about 50 percent of the survey respondents reporting that they have been in business for more than 10 years," the report said." Previous research has found that the longer a business is operating, the less likely it is that the business will fail."

Link to Study - <https://repositories.lib.utexas.edu/bitstream/handle/2152/24782/ubr-2014-survey-of-texas-black-owned-businesses.pdf?sequence=2>

**The ABCA is reprinting this piece in commemoration of Juneteenth!**

**Beware of  
Hidden Risks  
Buried  
in Contract  
Language**



Most design and construction professionals are familiar with contractual wording that could broaden their exposures, especially references to standard of care and indemnification. Today, however, you must inspect the contract more closely. Owners and other clients—and their lawyers—now use new and less easy-to-recognize language that avoids hot-button words and phrases yet still sets higher standards of care and overly broad risk transfer.

On any given project, a design team can complete its work only when it has received some form of information and documents from the owner, such as geotechnical reports or as-builts of existent structures. Traditionally, the typical contract addressed the owner's obligation to furnish accurate and timely information, as well as the right of the designer and its sub consultants to rely on that information. Now, we see changes in these.

**Information Reliance:** Some newer contract language places an affirmative duty on the professional to review and verify owner-supplied information, asserting that the contracted firm has "no right to rely" on such information and that it could be proceeding at its own risk. By agreeing to this language, the firm "owns" the owner-supplied information and is liable for damages resulting from errors or omissions that may occur from reliance on or use of it. Even when the owner hires the geotechnical engineer, the professionals may be liable for resultant damages if they agree to "proceed at your own risk," and a material error in the geotechnical report causes the building to settle.

Further, the design or construction professional may have no claim against the entity that originally prepared the documents, since it has no contract with that entity (and its claim may be barred by the economic-loss doctrine). A design or construction professional should insist on language that requires the owner to provide timely and accurate information needed to complete the contracted scope of services and that confirms the right to rely on those details. Design and construction professionals know the basics of indemnification: There is no common-law duty on a consultant to assume a client's defense. That duty arises only out of a contractual assumption of that obligation, for which there may be inadequate cover-

age under professional liability insurance policies. But firms have to stay alert. Some might incorrectly perceive the following as being acceptable: "Consultant further agrees to indemnify and hold Client free and harmless from any claim, demand, loss, damage or injury (including attorney's fees) caused by any negligent act or omission by Consultant, its agents, servants or employees." In this case, there are potentially uninsured obligations.

A court could apply the indemnity obligation to first-party claims that are brought by the client on the client's own behalf for damages sustained directly by the client. At least one court reached that conclusion. A design or construction professional must be sure it is clear that a firm agrees to indemnify a client only for damages arising from third-party claims. Firms must limit the obligation for legal fees to those recoverable under law, which does not include any fees or costs incurred in enforcing the indemnity obligation.

**Not a Fiduciary:** Finally, most professionals know to avoid clauses that obligate them to act to the highest level of their profession. However, suppose there is language that the "consultant will act at all times in the best interests of the client" or that makes reference to a fiduciary duty that the firm might owe? This "disguised" standard-of-care language may be as problematic as agreeing to perform to the highest standards. A firm should strike any language that either refers to a fiduciary relationship or requires it to act at all times in the client's best interest. By taking extra care in reviewing contracts—especially with the assistance of a knowledgeable attorney and insurance broker—design and construction professional so can avoid inadvertently signing on to significant additional exposures and uninsured risks.

*Source: Rob Hughes is a senior vice president and partner at Ames & Gough, a specialty insurance broker and risk management consultant. 11/27/2013:*

# City Certified African American Contractors



The Austin Area Black Contractors Association, (**ABCA**) is currently recruiting African American Contractors who are City of Austin Certified Minority Construction Contractors in need of services and assistance to help grow their businesses in the construction industry. The following is a list of services and assistance **offered to the user at no cost**:

**Construction Management and Administration**

- Provide a plans room to view & check-out plans & specs
- Assist with reading & interpreting plans & specs
- Advise on Cost Estimating Techniques
- Advise on bid packaging requirements & documents
- Disseminate Bid Tabulations

**Business Law and Contracts**

- Review & advise on contracts & agreements
- Advise on filing liens, bond claims & change orders

**Marketing**

- Develop Company Profile Resumes
- Assist with networking, pre bid conferences & referrals
- Provide guidelines for user friendly marketing plans
- Publish and disseminate weekly, Bid Briefs announcing upcoming construction bid opportunities ([www.abcatx.com](http://www.abcatx.com))

**Provide Interactive Group Training Sessions**

**Provide One-On-One Technical Assistance**

*The program has contracted with the following consultants to deliver group training and one-on-one technical assistance:*

**Beverly Landers & Associates, Attorney at Law**, who will provide group training and one-on-one individual assistance on business law; reviewing contract or agreement terms and conditions; updates on regulatory laws and statutes that govern construction contracting; legal advice on the disputes process and filing lien claims.

**Sarah Andrews, Sustainable Solutions Co.**, will provide group training and one-on-one individual assistance on how to read and interpret plans and specifications; conducting job site visits; prepare takeoffs; cost estimating techniques; bid packaging; understanding the change order process and invoice system; and general construction management tips.

**Carol Hadnot, Business Resource Consultants** will provide group training and one-on-one individual assistance on developing a marketing plan; purpose of attending pre bid/pre proposal conferences and networking events; how to prepare a company profile resume; and tools used to research and identify upcoming construction procurement opportunities.

**DUE TO LIMITED FUNDS, TECHNICAL ASSISTANCE SUCH AS, COST ESTIMATING TECHNIQUES AND ADVICE ON CONTRACTS AND AGREEMENTS WILL BE PROVIDED ON A FIRST COME, FIRST SERVE BASIS.**

Firms seeking **one-on-one cost estimating and legal assistance and services**, are required to participate in ABCA's sponsored training sessions. Additionally, firms interested in participating in this program will be requested to complete the **Contractor's Need Assessment / Survey**. This need assessment/ survey will be used to assess company needs for services and assistance and to identify barriers that restricts participation in City construction procurement.

*If you have any questions regarding the program's services and enrollment process, please contact*

**Carol S. Hadnot, Program Manager / Consultant**

Phone: 512-467-6894 | Fax: 512-467-9808

e-mail: [brc-pro@att.net](mailto:brc-pro@att.net)

6448 Highway 290 East | Suite E-107 | Austin, TX 78723

Program Hours of Operation: 9:00 m to 4:00 pm | Call for Appointments for Technical Assistance



## 5 Safety Tips for Construction Workers on Avoiding Stress and Injury

*Working as a construction worker is much like being a superhero. Every day, you're tasked with bearing heavy loads and using ultra cool equipment and tools. Riding in cranes and squatting on scaffolds put you so high in the sky that you almost feel like flying. But the same things that make construction job extraordinary could put you in a lot of stress. If you're not too careful, you'd likely meet injuries along the way. Fortunately, there are some safety measures you can follow to avoid common stress and injury in construction sites. Here they are:*

1. **Lift objects properly.** Back aches are every construction worker's number one enemy. While it's easy to get injured by carrying heavy loads, it's not that hard to avoid this hazard altogether. Remember to always bend your knees and to avoid twisting to the side when lifting. To maintain balance, put one foot slightly in front of the other.
2. **Use ergonomically correct portable and high-powered tools.** Tools are supposed to make your life easier. Of course you know this but still you find yourself reaching out for the same hammer that puts a strain on your hand or those pliers that always slip from your grip. You may not know it but by frequently using poorly designed tools, you could develop such conditions as carpal tunnel syndrome, tendonitis, white finger, and trigger finger. Even powered tools can cause you serious problems with their high vibration and excessive noise. For this reason, employers must make sure that power tools they choose for workers not only have lower vibration but have a long trigger. They should also consider both left-handed and right-handed workers when selecting tools. In the case of hand tools, employers or safety coordinators must choose those that need less force to use and do not strain the hand when you hold them tight. Hand tools must also be balanced and do not conduct heat or electricity.
3. **Sit down when working at lower levels.** Avoid squatting or kneeling when you have to work at lower levels. By sitting on a stable stool, you avoid straining your knees and waist.
4. **Keep your wrists in neutral.** Same goes with your arms. Otherwise, by the end of the shift, your body will be suffering from swelling, tingling, strains and pains. If things get worse, you could develop carpal tunnel syndrome.
5. **Balance the weight of your tool belt.** Tool belts sure are small and handy but they have the ability to pull your body out of alignment. That is unless you keep its weight balanced. If you find that one side of your belt is heavier than the other, then make the necessary adjustments by transferring tools to the lighter side.

[Google Search](#)

## Construction Safety Plans

### What Is an OSHA Safety Plan?

An OSHA Safety Plan is a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. The written safety plan is your blueprint for keeping workers safe. Many organizations compile their activity-specific safety plans into a single safety manual.

### Why Have a Written Safety Plan?

Federal **OSHA** and at least 24 states require written safety plans for specific workplace activities and for more than a dozen chemicals. Many states require written safety and health plans under workers' compensation rules. Many organizations adopt voluntary safety plans to increase worker productivity, to prepare for special emergencies, and for workplace security.

### OSHA Mandatory Written Plans

Out of all of OSHA's many safety rules, there are 18 for general industry workplaces that require written plans or procedures and 10 written construction safety plan requirements for the construction industry. There are also requirements for written safety procedures for 16 hazardous substances listed under Subpart Z of the general industry rules for Toxic and Hazardous Substances, such as asbestos and vinyl chloride.

### Activities or safety programs that require written OSHA safety plans include:

- Hazard Communication (29 CFR 1910.1200(e))—Failure to have a written chemical worker right-to-know plan is a very frequently cited OSHA violation
- Emergency Action Plan and Fire Prevention Plan (29 CFR 1910.38 and 29 CFR 1910.39)
- Bloodborne Pathogens Exposure Control Plan (29 CFR 1910.1030(c)) at facilities that anticipate employee exposure to blood
- HAZWOPER Safety and Health Plan (29 CFR 1910.120(b))
- Respiratory protection, permit-required confined spaces, lockout/tagout, process safety management, construction fall protection, and construction excavations

### Basic Safety Plan Elements

- OSHA recommends that each written plan include the following basic elements:
- Policy or goals statement
- List of responsible persons
- Hazard identification
- Hazard controls and safe practices
- Emergency and accident response
- Employee training and communication
- Recordkeeping

### Safety Plans and Other Compliance Tools to Help You!

[Safety.BLR.com](#)® has over 70 customizable prewritten safety program templates and more than 150 associated forms as well as practical compliance analysis. All of the safety plans, forms, and training resources are available to you in several timesaving formats:

- Automated Plan Builder application
- Customizable prewritten environmental, health, and safety plans
- Reporting, recordkeeping, and training forms
- Hazard assessment and evaluation tools

SOURCE: BLR ... Compliance | Safety Plan compliance tips and considerations | Reprint Aug 1, 2013



## MBE/WBE/DBEs

Keep Your Business Contact Information Current with the City of Austin Small and Minority Business Resources Department

When your business have moved to a new location, changed telephone number, fax number and e-mail address, contact SMBR's Certification Division at **512-974-7645**

## ATTENTION!

ABCA Members and other City Certified Contractors *needing*

FREE OSHA 10 hours training, contact:

Allyssa B. Lee, Marketing Specialist  
Texas Department of Insurance  
Division of Workers' Compensation  
Workplace Safety  
**512-804-4610**

E-mail: [allyssa.lee@tdi.texas.gov](mailto:allyssa.lee@tdi.texas.gov)

- ▶ MTA Advocate for Policy Changes to City's Subcontractor Payments
- ▶ Proposed Financial and Payment Assistance Programs and Draft Timelines
- ▶ Study: Black-Owned Businesses Growing in Texas But Face Challenges

# Special Edition



Austin Area Black Contractors Association  
 c/o Business Resource Consultants  
 6448 Highway 290 East, Suite E-107  
 Austin, Texas 78723

## ABCA NEWSPPOINTS

Get certified with the City of Austin as a MBE, WBE or DBE Call the — Small & Minority Business Resources Dept, (SMBR) Certification Division at 512-974-7645



### WHAT IS A SMALL BUSINESS?

The Small Business Act states that a small business concern is "one that is independently owned and operated and which is not dominant in its field of operation." **Construction** – General building and heavy construction contractors have a size standard of **\$33.5 million** in average annual receipts. Specialty trade construction contractors have a size standard of **\$14 million**. The size standard for Land Subdivision is \$6.5 million in average annual receipts. The size standard for Dredging is \$18.5 million in average annual receipts. The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. SBA's **Small Business Size Regulations** implement the Small Business Act's mandate to SBA. SBA has also established a **table** of size standards, matched to North American Industry Classification System (NAICS) industries.

Checkout SBA's Website for the small business size standard table.

### The Austin Area Black Contractors Association IS REACHING OUT TO ALL



African American Construction Contractors located in Travis, Hays, Williamson, Bastrop and Caldwell Counties to get MBE/WBE/DBE Certified with the City of Austin.

For More Information, Call 512-467-6894



### SMBR's Plan Room The City of Austin's Small & Minority Business Resources (SMBR)

Plan Room is open for business

**weekdays from 8:30 a.m. – 4:30 p.m.**

SMBR's Plan Room provides free electronic access to the McGraw-Hill Dodge system of drawings and construction specifications for projects in 100 counties in South and Central Texas as well as hard copy plans and specifications from local, private, and public sector jobs that can be viewed onsite or copied for a minimal fee. For a list of the current available Plans and Specifications, you can access it on our website at [www.austintexas.gov/smbr](http://www.austintexas.gov/smbr) or visit this link <https://data.austintexas.gov/Business/Construction-Plans-in-SMBR-s-Plan-Room/x442-h34c> or for questions or to schedule a training as a first time user, please call Genia Browder 512-974-7799.

## ABCA NEWSPPOINTS

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[www.abcatx.com](http://www.abcatx.com)

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