

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 4
District Local Assistance Engineer
Mr. Arthur P. Duffy, PE
Caltrans District 4
PO Box 23660
111 Grand Avenue
Oakland, CA 94623-0660

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The County of San Mateo submits our annual 9-B information for the Federal Fiscal Year 2012/2013, beginning on October 1 and ending on September 30.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Ann M. Stillman, PE, Deputy Director, Engineering & Resource Protection
555 County Center, 5th Floor
Redwood City, CA 94063
650-599-1497
650-361-8220 (fax)
astillman@smcgov.org

Planned Race Neutral Measures

The County intends to use the following Race Neutral measures to assist in meeting the Statewide DBE goals:

1. Providing information on contracting procedures and specific contract opportunities (e.g.: utilizing our website to distribute DBE program information and contract opportunities).
2. Ensuring the distribution of the DBE directory through print or electronic means to potential prime contractors (e.g.: making reference to the DBE directory in the project specification and on the San Mateo County website).
3. Arranging solicitation, times for the presentation of bids, quantities, specifications, and delivery schedule in ways that facilitate DBE and other small business participation within guidelines of County policy and State bidding requirements (e.g.: unbundling large contracts to make them more accessible to small businesses and encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.

The County's Principal Civil Engineer (County's Engineer) in charge of the project will notify all the small businesses (i.e. sub-contractors and DBEs) that will be performing work for the Prime Contractor of their Prompt Payment rights. The notification of the small businesses of their Prompt Payment rights will be in the form of letters sent to them by the County's Engineer prior to the construction work being initiated. Either the County Engineer in charge or a designated County Senior Civil Engineer, Associate Engineer, or Construction Inspector will be assigned to monitor contracts to ensure sub-contractors are paid promptly and will make themselves available to remedy complaints by sub-contractors about non-payments.

The following wording is included in our federal-aid project specifications to enforce prompt payment:

"A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor."



(Signature)

7/16/12
Date

Ann M. Stillman, PE, Deputy Director, Engineering & Resource Protection
San Mateo County Department of Public Works

650-599-1497
Phone Number



(Signature of Caltrans District Local Assistance Engineer [DLAE])

7-24-12
Date

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- **Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- **Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- ✓ **Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.