

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 07
District Local Assistance Engineer

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

The City/County/Region of Whittier
submits our annual 9-B information for the Federal Fiscal Year 2017 /18 , beginning on October 1, 2017 and ending on September 30, 2018.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Carl Hassel, Capital Projects Administrator, City of Whittier Public Works, 13230 Penn Street, Whittier, CA 90602 Phone (562) 567-9505, fax (562) 567-2874, email: chassel@cityofwhittier.org

Planned Race-neutral Measures

Pursuant to 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies, the City's race neutral measures include but not limited to the following:

- Disseminating through written and spoken means, the City's policy of strongly encouraging the use of DBE's and other small businesses;
- Marketing the free training, counseling and resource website designated to assist small businesses: <http://www.buildcalifornia.org/>;
- Publishing notices inviting bids on the City's website to make project information readily available to small businesses;
- Providing assistance with accessing the DBE Directory and obtaining data therefrom;
- Encouraging prime contractors to consider subcontracting items of work they might otherwise perform themselves;
- Educating potential bidders about DBE requirements, good faith efforts documentation and related issues through an informative presentation at pre-bid conferences.

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 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. The following monitoring and enforcement mechanisms are in place to ensure that all subcontractors, including DBEs, are promptly paid:

The City requires the submission of conditional and unconditional waivers with progress payments. Prompt payment requirements are monitored through the labor compliance monitoring process to ensure that all subcontractors, including DBE's, are promptly paid. Any delay of payment may take place only with the City's prior written approval and for good cause shown. The City has reserved the right to pay subcontractors directly or through joint payment with the prime contractor for any unpaid work in violation of the prompt pay requirements. Retention will be withheld for unresolved stop notice claims. Appropriate penalties for failure to comply with the terms and conditions of the contact will be enforced.

(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 to 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.