

DEPARTMENT OF TRANSPORTATION

DISTRICT 3
703 B STREET
MARYSVILLE, CA 95901-0911
PHONE (530) 741-5116
FAX (530) 741-5466
TTY (530) 741-4509



*Flex your power!
Be energy efficient!*

May 20, 2019

Mr. Ken Grehm
Director of Public Works
County of Placer
3091 County Center Drive, Ste. 220
Auburn, CA 95603

Attention: Ms. Lori Perron, DBE Liaison Officer

Dear Ken Grehm

The County of Placer's Annual DBE submittal, Exhibit 9-B, dated May 15, 2019 for FFY 2019/2022 is approved.

A copy of the Submittal is enclosed.

Prior to advertising any contracts, and to make sure you are using the latest available information, please refer to the following resources:

1. Latest Caltrans Required Federal-Aid Contract Language at <http://www.dot.ca.gov/hg/Loca1Programs/lam/forms/chapter12/12g.pdf>
2. Latest Caltrans Construction Contract Standards at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

If you have any questions, please contact our DBE coordinator, James P. Day, at (530) 741-5116 or james.p.day@dot.ca.gov

Sincerely,

Signed by James P. Day for:

DAVID GIONGCO, PE
District Local Assistance Engineer

Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 3
District Local Assistance Engineer

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 (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of Placer County Public Works, submits our annual 9-B information for the Federal Fiscal Year 2019/2020, beginning on October 1, 2019 and ending on September 30, 2020.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Lori Perron, Staff Services Analyst I
3091 County Center Drive, Suite 220
Auburn, CA 95603
(530)745-7598
(530)745-7544 FAX
laperron@placer.ca.gov

Planned Race Neutral Measures

The following information details the race-neutral measures our local agency plans to implement for the upcoming Federal Fiscal Year (per 49 CFR Part 26.51 and Section V of the California Dept. of Transportation Race Conscious DBE Program Implementation Agreement for Local Agencies):

- Assignment of a department DBELO implementing and facilitating all requirements of the DBE program including data collection, pre-bid meetings, participation in instructional programs, creating and updating DBE website.
- Placer County has designed and implemented a DBE website developed to provide useful information; instructions for required forms and reports; links to important announcements and activities and certification resources.
- Pre-Bid and Pre-Proposal meetings have been initiated with primes, DBEs and small businesses to review the requirements of the program and assist with the bidding process.
- Staff participates in educational and instructional programs focused on DBE training including DBE outreach and communication.

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. ***(Please see the attached listing designating one of the three methods for prompt payment provision the local agency will use).***

**Exhibit 9-B Local Assistance Procedures Manual
Local Agency DBE Annual Submittal Form**

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).***

- Construction management personnel are on site on regular basis monitoring the activities and certifying contractor compliance with all regulations.
- County administrative staff is monitoring and tracking contract payments and certified payroll through construction management consultants and in-house personnel to validate prime contractor's proof of prompt payment to all subcontractors.
- Create and maintain a Bidders List consisting of information collected on DBE and Non-DBE contractors bidding on DOT -Assisted contracts/agreements for Placer County Department of Public Works.



(Signature)

05-15-19

Date

Ken Grehm, Director of Placer County Public Works

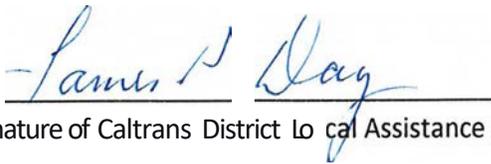
(Print Name and Title)

(530) 745-7590

Phone Number

ADMINISTERING AGENCY

(Authorized Governing Body Representative)



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

5/20/19

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.