Exhibit 9-B - City of Vacaville
Disadvantaged Business Enterprise ("DBE")
Annual Submittal Form

TO: CALTRANS DISTRICT 4
Ms. Sylvia Fung, Chief – Office of Local Assistance
ATTENTION: Hin Kung, Transportation Engineer - DBE

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 Program Plan ("DBEPP").

The City of Vacaville ("CITY") hereby submits our annual 9-B information for the Federal Fiscal Year 2013/2014 ("FFY 2013/14"), beginning on October 1, 2013 and ending on September 30, 2014.

Disadvantaged Business Enterprise Liaison Officer ("DBELO")

The CITY has designated a DBE Liaison Officer. The CITY's DBELO is responsible for implementing the DBE Program Plan, as it pertains to the CITY, and ensures that the CITY is fully and properly advised concerning DBE Program Plan matters. The DBELO has administrative support available as needed. Contact information, including the name, address, telephone number, and electronic mail address for the DBELO is listed below.

Carole L. Dorsey	Phone: (707) 449-5305
Public Works Engineering Services	Fax: (707) 449-5346
650 Merchant Street	Email: cdorsey@cityofvacaville.com
Vacaville, CA 95688	

An organization chart displaying the DBELO's position in the organization is attached as **Attachment "9-B1"** to this 9-B Submittal. This information is updated annually or when changes in CITY personnel occur:

5094

The DBELO assures that CITY officials and Public Works staff comply with all administrative requirements to comply with CITY's DBEPP, CFR, Part 26 and the CALTRANS DBEPP. The DBELO is the main point of contact with the public and CALTRANS on all matters relating to the CITY's DBEPP. The DBELO is responsible for the administration of the CITY's DBEPP, which includes, but is not limited to the following:

- Researches, compiles, analyzes and reports statistical data and other information as required for DBE goal analysis; Good Faith Efforts, and the CITY's annual DBE 9-B Submittal;
- Reviews contracts and purchase requisitions for federally-funded design, construction, supplies and services contracts to assure compliance with the CITY's DBEPP.
- Reviews and updates CITY's boilerplate special provisions and contract documents for federally funded construction projects to assure compliance with CALTRAN's DBE guidelines and the CITY's DBEPP.
- Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
- Works with all CITY departments and/or divisions to determine project DBE goals and the City's Annual 9-B DBE Submittal.
- Analyzes Good Faith Efforts of bidders to determine the successful bidder who would be awarded the contract.
- Prepares and approves "Evaluation of Good Faith Effort" memorandum for CALTRANS.
- Analyzes DBE participation in order to identify and implement methods to encourage DBE participation through race neutral means.
- Participates in pre-bid meetings.
- Advises CITY Department Heads and Council on DBE matters and DBE race neutral issues.
- Participates in DBE training seminars.
- CITYs resource for contractors, subcontractors and suppliers who wish to participate in the CITY's bid process for Federally-assisted contracts.
- Available to provide outreach to DBEs and community organizations to fully advise them of contracting opportunities.

Planned Race-Neutral Measures

The CITY has implemented race-neutral measures to meet its overall DBE objectives, for FFY 2013/14 in accordance with 49 CFR, Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies, including but not limited to:

- Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation.

- The CITY makes available to the contracting public the CITY's "Status of Capital Improvement Program" Quarterly Report. This document is available upon request and is also posted on the CITY's website at http://www.cityofvacaville.com/. The Quarterly Report includes detailed project descriptions and anticipated schedules for design and construction phases of the CITY's capital improvement program projects. This report includes the scopes of work and information potential DBE contractors and suppliers can use to assess contracting opportunities.
- It is the CITY's standard procedure to publish a "Notice to Bidders" for all construction projects in the *Vacaville Reporter,* 21 to 30 days prior to the scheduled bid opening. Concurrently the CITY has contracted with ARC Northern California (http://upload.arc-norcal.com/vacaville/), whose services include providing electronic plans and specifications to all potential bidders and bidder resources. The CITY provides an initial list of plan rooms, construction industry publications, and Minority Business Enterprises and Small Business Enterprises resources, who receive notice of the CITY's contracting opportunities (See Attachment "9B-2"). The intent is to encourage these smaller construction companies and suppliers to contact potential prime contractors to bid on portions of all CITY projects.
- The CITY posts detailed information on all "Notices to Bidders" and "Requests for Quotations" for all Capital Improvement Program projects on CITY's website www.cityofvacavile.com/publicworks/majorprojectsupdate .
- The CITY posts information and resources for "DBE Programs for Federal-Assisted Construction Projects" on CITY's website at www.cityofvacavile.com/publicworks/majorprojectsupdate .
- Minority focused publications and information clearing houses are added to the CITY's list upon request.
- The CITY solicits DBE participation for consultants in accordance with the process detailed in Chapter 10, "Consultant Selection" of the Local Procedures Manual.

➢ Unbundling large contracts to make them more accessible to small and disadvantaged businesses, encouraging prime contractors to subcontract portions of work that they might, otherwise perform with their own forces. The CITY breaks down contracts into bid items included in the bid proposal. These items identify subcontracting opportunities for various contractors.

➢ Maintaining an active Bidder's List which contains pertinent information about all DBE and Non-DBE firms that bid and/or quote on Capital Improvement Program projects in the CITY.

➢ Providing information and communications programs on contracting procedures and specific contract opportunities.

- The CITY is expanding information on its website to provide more detailed information about:
  - ❖ CITY's Race Neutral DBE Program

- Resources and information links to CALTRANS
- Resources and information links to minority/small business focused publications and programs
- List of Minority-Owned Financial Institutions

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. (See Exhibit #B)

Prompt Payment Enforcement Mechanism

49 CFR Part 26.29(d) requires 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 CITY's prior written approval.

The CITY's procedure for enforcing prompt payment to subcontractors is included in the each federally-funded project's Special Provisions. Section 5-1.22, "Prompt Progress Payment to Subcontractors" as follows:

> *"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 City'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 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."*

The CITY's method to monitor and administer prompt payment is as follows:

- Prior to execution of the contract, the prime contractor submits a Subcontracting Request form which must be approved by CITY.
- The Contract Compliance Specialist ("CCS") inputs information from each subcontractor in a Subcontracting Request Worksheet which lists subcontracting work by pay item. (See Attachment 9B-3).

- The CCS marks the Progress Pay Estimate line item to reflect information from the Subcontracting Request Worksheet in order to track and verify work performed by subcontractors.
- The prime contractor submits monthly progress pay requests. The monthly progress pay request must include a Conditional Lien Release from the prime contractor. The Conditional Lien Release must cover all work performed by the prime contractor and all subcontractors, as well as payments to all suppliers based on the current progress payment.
- The Project Inspector ("PI") reviews the monthly request to pay from the prime Contractor to verify the work completed on each line item and approves the draft pay voucher. The CCS prepares the monthly progress pay voucher, which includes all contract work, contract change order work, and an updated summary of the work completed. Also included on the progress pay voucher are the updated amounts for any deductions applied to the contract. The monthly pay voucher is reviewed and approved for payment by the Senior Civil Engineer -Construction Manager.
- Upon approval of the current progress pay request, a check is issued by the CITY.
- Each subsequent progress payment request must include:

  1) An Unconditional Lien Release from the prime contractor which covers all work performed by prime and all subcontractors, and materials purchased and paid for in the previous progress payment; and
  2) A Conditional Lien Release which covers all work performed by the prime contractor, all subcontractors and all payments on the current progress pay request.
  3) The CCS contacts subcontractors directly to confirm payment prior to release of monthly progress payments to prime.
  4) Should CCS determine that subcontractors have not been paid; the CITY will withhold payment and also assess administrative deductions against the prime until payment is made to the unpaid subcontractor.

Submitted by:

(Signature)	Date
Shawn Cunningham, Interim Director of Public Works	July 29, 2013 (707) 449-5170

Reviewed by Caltrans:

(Signature Caltrans District Local Assistance Engineer)	Date
	8/1/13

(Exhibit "B")

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 CITY to ensure prompt and full payment of any retainage.

☒ **Method 1:** No retainage will be held by the CITY 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 CITY'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 CITY 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 CITY'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 CITY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the CITY 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 CITY. Any delay or postponement of payment may take place

only for good cause and with the CITY'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 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.