

Exhibit 9-B: Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 11
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 County of San Diego submits our annual 9-B information for the Federal Fiscal Year 2023/2024, beginning on October 1, 2023, and ending on September 30, 2024.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Adolfo Cacho, Sr. Civil Engineer
County of San Diego, Department of Public Works
5500 Overland Ave, Suite 320
San Diego, CA 92123-1295
Ph: (858) 694-8951
Email: Adolfo.cacho@sdcounty.ca.gov

The Organizational Chart with DBE Liaison Officer shown is attached (Attachment B).

Planned Race-neutral Measures

The County of San Diego plans to implement the following Planned Race-Neutral Measures:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses when practical and in the best interest of the County and/or requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).
2. Providing assistance in overcoming limitations such as the inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process and/or reducing bonding requirements, eliminating the impact of surety costs from bids) where possible and when authorized under California Public Contract Code.
3. Providing technical assistance and other services when requested by DBE firms.
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; participating as a local agency, on an as-needed basis, in the Caltrans sponsored Small Business Council of the San Diego Region).
5. Ensuring distribution of DBE directory, through print and electronic means, to potential prime contractors when requested.
6. Encouraging DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media including assisting with registration and use of the County BuyNet website to identify bid opportunities.
7. Support of a Mentor-Protégé program to assist protégés with obtaining a bond and rate insurance, bid submittals, preparation of marketing plan, on-site job review, review of work in progress, hiring practices review, review of accounting practices, and financial statements review.

Prompt Pay


49 CFR 26.29(b) requires one of three methods to 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.

The County of San Diego, Department of Public Works has selected Method 2 of the three methods that can be used in federal-aid contracts.

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.

Prompt payment is by Method 2. Prompt payment is enforced through the DPW Construction Engineering section. Responsibilities of this section include construction monitoring and ensuring payments are made to contractors, including DBEs, in accordance with contract terms and conditions. If complaints concerning payments are received from subcontractors, the Construction Engineering staff shall investigate the complaint, contact the prime contractor as necessary, and resolve the issues. Continuing violations subject the violating contractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code.

 Digitally signed by Orelia DeBraal
Date: 2023.05.01 07:45:32 -07'00'

(Signature)

5/1/23

(Date)

ORELIA DEBRAAL, Deputy Director
for WILLIAM P. MORGAN, P.E., Interim Director
County of San Diego, Department of Public Works

(858) 694-2212

ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(Phone Number)

 for

(Signature of Caltrans District Local Assistance Engineer)

5/19/2023
(Date)

- Distribution:** (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Attachment A)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29(b)) 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.

A&E CON

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 and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. 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.

A&E CON

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 seven (7) days for construction contracts and fifteen (15) days for consultant contracts 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 and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. 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.

A&E CON

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 seven (7) days for construction contracts and fifteen (15) days for consultant contracts 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 or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. 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.

(Attachment B)

Organizational Chart with DBE Liaison Officer



County of San Diego - Department of Public Works
Engineering Services Division: Design Engineering and Capital Projects

