

Exhibit 9-B: Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 4
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 Solano Transportation Authority
submits our annual 9-B information for the Federal Fiscal Year 2023 /2024 , beginning on October 1 and ending on September 30.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.)

Planned Race-neutral Measures

(Please detail the race-neutral measures your Local Agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies.)

Prompt Pay

49 CFR 26.29(b) 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.

Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.



(Signature)

9/28/23

(Date)

Nicholas Burton, Director of Projects

(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

707-399-3207

(Phone Number)



(Signature of Caltrans District Local Assistance Engineer)

10/03/23

(Date)

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

(Attachment)

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)

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Nicholas Burton, P.E.
Director of Projects
Solano Transportation Authority (STA)
Phone Number: 707-399-3207
Email: nburton@sta.ca.gov

Planned Race-Neutral Measures

1. STA plans to carry out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on STA's mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; and provision of information in language other than English, where appropriate).
2. STA plans to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBEs and other small businesses (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 Enforcement Mechanism**1. 49 § CFR 26.29 - Prompt Payment Mechanism**

- √ STA requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local laws.
- √ STA requires prompt and full payment of retainage from the prime contractor to the earnings subcontractor seven (7) days for construction contracts and fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, STA has selected the following method to comply with this requirement:

STA declines to hold retainage from prime contractors and requires a contract clause obligating prime contractors to make prompt and fully payment of any retainage kept by prime contractor to the subcontractor within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed.

2. Monitoring Payments to DBEs and Non-DBEs

- √ STA requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements with STA's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of STA or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- √ STA will proactively review contract payments to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to STA by the prime contractor.
- √ STA will undertake ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):
 - Use of an automated system that requires real time entry of payments to and receipts by contractors and subcontractors, as well as regularly monitoring that system
 - Alerting subcontractors that prime contractor payments have been made

3. Prompt Payment Dispute Resolution

- √ STA will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of § 26.29.

STA will conduct meetings between prime and subcontractor, with resident project representative and/or project manager, as well as with individuals authorized to take binding and enforcement action.

- √ STA has established, as part of its DBE Program, the following mechanism(s) to ensure prompt payment

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

4. Prompt Payment Complaints

STA will log complaints from subcontractors and assist an affected subcontractor to resolve or obtain payment discrepancies from contracting prime. Affected subcontractor should contact STA to discuss complaint specifics.

5. Enforcement Actions for Noncompliance of Participants

Any delay or postponement of payment may take place only for good cause and with the STA's prior written approval. Any violation of noncompliance shall subject the violating prime contractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Profession's Code, Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts.

Penalties may include issuing a stop-work order until payments are released to subcontractors or pay subcontractor directly and deduct this amount from payments owed to prime contractor.

STA will actively implement the enforcement actions detailed above.