

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Roads & Transportation
David Fleisch, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

September 16, 2020

Caltrans, Office of Local Assistance
Attention: DBE Coordinator
100 S. Main Street, 12-420
Los Angeles, CA 90012

Exhibit 9-B Local Agency Annual Submittal Form

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

The County of Ventura submits our annual 9-B Information for the Federal Fiscal Year 2020-2021, beginning on October 1, 2020 and ending on September 30, 2021

Disadvantaged Business Enterprise liaison Officer (DBELO)

The County of Ventura has designated the following individual as the DBE Liaison Officer:

David Fleisch
Director, Roads & Transportation Department
800 S. Victoria Avenue 93009-1620
Ph: 805-654-2077
Email: David.Fleisch@ventura.org

Planned Race Neutral Measures

In order to facilitate DBE participation among contractors and subcontractors bidding on County of Ventura's projects, we plan to do the following:

1. Arrange solicitations, times for the presentation of bids, quantities specification, and delivery schedules in ways that facilitate DBE participation.



2. Provide technical assistance and other services whenever requested.
3. Carry out information and communication programs on contracting procedures and contract opportunities. This includes ensuring the inclusion of DBE's and other small businesses, on mailing lists of bidders and ensuring the dissemination to prime bidders of lists of potential DBE subcontractors.
4. Ensuring distribution of a DBE directory through print or electronic means to our database of potential prime contractors.

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. The County of Ventura will use Prompt Method No. 3 (see attached).

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.

Ventura County Public Works Agency (VCPWA) will implement and carry out appropriate mechanisms to ensure compliance with 49 CFR part 26 Program requirements. VCPWA will provide ongoing monitoring of prime contractor payments to subcontractors for each project through the following methods:

- Upon award of each contract, all subcontractors will be notified in writing providing them with information on prompt payment laws governing VCPWA's projects. Subcontractors will be provided with timeframes for progress payments and retention as well as penalties for late payments by the prime contractor.
- All prime contractor's payments will be posted online on VCPWA's website.
- On the 15th of each month, prime contractors will be required to submit to the Contract Administrator the "Subcontractor's Monthly Payment Form". Contractors will be required to provide information regarding payments made to each subcontractor. This form will collect information such as: Date of payment, performance period, percentage completed, remaining balance to subcontractor



and retention amount held. This will ensure that all subcontractors are paid promptly upon receipt of a progress payment made to the prime contractor.

- VCPWA will take the necessary steps to ensure prompt payment to all subcontractors. Failure by the contractor to comply with 49 CFR §26.13 will be subject to the penalties, sanctions, and other remedies.



Signature

9/17/20

(Date)

Jeff Pratt, Director, Ventura County Public Works Agency

805-654-2073

(Print Name and Title

ADMINISTERING AGENCY

(Authorized Governing Body Representative)

(Phone Number)



(Signature of Caltrans District Local Assistance Engineer)

12/11/2020

(Date)

Distribution: (1) Original – DLAE



(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.

- 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.
- 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.
- 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.