

Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 6
District Local Assistance Engineer

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Porterville, submits our AADPL information. We have established an AADPL of 19.0% (10% Race Neutral; 9% Race Conscious) for the Federal Fiscal Year 2009 / 2010, beginning on October 1, 2009 and ending on September 30, 2010.

Methodology

The City of Porterville utilized the Census Bureau Data, the CUCP DBE Directory, and Weighting to establish its AADPL for Federal Fiscal Year 2009-2010 for our FHWA Federal Aid funded project. The market area selected for this methodology was Tulare, Fresno, Kings, Madera, Merced and Kern counties.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Name: Baldomero S. Rodriguez
Address: 291 N. Main Street
Porterville, CA 93257
Phone: (559) 782-7460
E-Mail: brodriguez@ci.porterville.ca.us

Planned Race-Neutral Measures

The City of Porterville plans to develop and update on its website a DBE section that will provide a link to the CUCP Directory, a link to the Office of Civil Right's website that provides information on small business activities, and current City of Porterville Bidder's List Tracking DBE Participation on all jobs. The City also plans to hold mandatory pre-bid meetings when necessary, ensure compliance to prompt payment specifications, and develop and maintain a current list of projects that are bidding on the City's website.

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 ATTACHED)

In compliance with 49 CFR Part 26.29(d) the City of Porterville has contractual procedures in place with general contractors to insure payment to subcontractors is timely unless payment has been withheld for good cause. Project Managers may at any time request verification of timely payment to subcontractors, otherwise penalties may be accrued.

/s/ Baldomero Rodriguez
(Signature)

10/22/09
Date

Baldomero Rodriguez, Public Works Director
(Print Name and Title)
ADMINISTERING AGENCY (Authorized Governing Body Representative)

559-782-7462
Phone Number

/s/ Noel Bucu
(Signature of Caltrans District Local Assistance Engineer [DLAE])

10/26/09
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.