

The following is the Table of Contents for the **Small Business Minor B Package** documents:

Table of Contents	1 Page
Invitation for Price Quote–Cover Letter	1 Page
General Bidders Instructions/Checklist	2 Pages
Proposed Form of Agreement, STD 213	2 Pages
Specifications	22 Pages
Link to the 2025 Edition of the Standard Specifications	Page 23

The Bid Package contains 9 Project Plans for this project.

California Department of Transportation

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

1727 30th STREET, MS 65

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

TTY 711

<https://dot.ca.gov/programs/procurement-and-contracts/>**Invitation for Price Quote (IFPQ)****Contract No. 12A2401****Quote Due Date: September 09, 2026****Prospective Contractors:**

California Department of Transportation (Caltrans/Department) has issued the enclosed Invitation for Price Quote (IFPQ) for services described in the enclosed proposed contract.

Please read the entire contract package and all attachments carefully. If you desire to submit a quote, complete the Price Quote sheet and email it to the Analyst listed in the IFPQ. Your signature affixed to and dated on the quote proposal shall constitute a certification under penalty of perjury, unless exempted, that you have complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102, and the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations (CFR) Part 21, and 23 CFR Part 200.

Award of this contract will be to the lowest responsible contractor whose quote complies with all requirements as described in this IFPQ.

If your bid is more than \$484,000.00, it will be rejected per Public Contract Code Section 10105(b).

Contractor must be a Certified Small Business at the time of the quote date.

Invitation for Price Quote

California Department of Transportation

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

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<https://dot.ca.gov/programs/procurement-and-contracts/>**General Contractors Instructions/Checklist****Solicitation No. 12A2401**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to Caltrans. All attachments identified below (unless noted otherwise) are required and must be attached in your Bid Package submittal (links to documents are not acceptable), or your bid may be considered non-responsive. It is the prospective contractor's responsibility to confirm receipt of their bid before the time the bid is due. Omission of documents or bids lost during transmission will be deemed non-responsive.

Return this checklist with your bid package.

Quotes omitting this information may be regarded as non-responsive and rejected.

Do **not** submit company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFPQ Requirements and/or as listed below.

- ☐ Price Quote Proposal for Unit Items (ADM-1509). Complete and sign the Price Quote Proposal for Unit Item Sheet(s).
- ☐ Subcontractor List (DES-OE-0102.2.C) can be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTDESOE0102.2C>. List all subcontractors, including DVBES, as applicable to the requirements of this solicitation.
- ☐ Contract Requirements (ADM-0378) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0378>
- ☐ Small Business Status (DOT DES-OE-0102.4) can be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTDESOE0102.4>.
- ☐ California Company Preference (DES-OE-0102.9) can be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTDESOE0102.9>.
- ☐ Certified DVBE Summary (DOT ADM-4015) can be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM4015>.
- ☐ Contractor Certification Clauses (CCC 04/2017) can be downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076>.
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077>.
- ☐ DOT DES-OE-0102.14 In-Use Off-Road Diesel-Fueled Vehicle List can be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTDESOE010214>.

The following forms and information will be required at the time of contract award and signature.

- ☐ Payment Bond (ADM-2009) must be downloaded at
<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=DOTADM2009>
- ☐ Certificate(s) of Insurance
Postconsumer-Content Certification (CalRecycle 74) can be downloaded at
<https://www.google.com/url?client=internal-element-cse&cx=017557373779849962485:erv3s56gka0&q=https://www2.calrecycle.ca.gov/Docs/Web/111480&sa=U&ved=2ahUKEwiK0-qnv6IAxWPKkQIHcH3HilQFnoEAcQAQ&usg=AOvVaw37dYPswR47anlRTKPDvXb>.
- ☐ Payee Data Record (STD 204) can be downloaded at
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. This form is designed to allow vendors to self-report information needed for accurate and complete reporting of vendor payment income. Completion of this form is required by all vendors providing goods and/or services to the State of California.

Contract Will Not Be Executed Without These Documents.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
12A2401

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
	PROPOSED FORM OF AGREEMENT	
	DO NOT COMPLETE	
	Continued on the following sheets, each bearing the Agreement/Contract number.	
+	The provisions on the following pages hereof constitute a part of the Agreement	
-		
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



1. Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this contract.
2. Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due Contractor under this agreement, and the balance, if any, shall be paid Contractor upon demand.
4. Without the written consent of the State, this Agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this Agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Notice to Bidders And Special Provisions

**For Construction On State Highway In ORANGE COUNTY IN WESTMINSTER FROM
21ST STREET TO 23RD STREET
In District 12 On Route 39
Under**

Standard Specifications dated 2025

Project plans approved: July 01, 2026

Standard Plans dated 2025

**Identified by
Contract No. 12A2401
12-Ora-39-7.8/8.0
Project ID: 1226000057**

Small Business Minor B Solicitation

**Quotes open: Wednesday, September 9, 2026
Dated: August 25, 2026**

Revised 03/26/2026

SPECIAL NOTICES

California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with a State agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the Certification attached.

Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents, and/or employees.

Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities

will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder / Offeror must notify the State in writing if it:
 - 1) intends to provide GenAI as a deliverable to the State; or
 - 2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) functionality of a State system,
 - b) risk to the State, or
 - c) Contract performance.

Note: For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

- D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bid Bonds

Bid bonds are only required for agreements over \$484,000.00. Contractors are no longer required to purchase and submit a Bid Bond when bidding on Minor B Projects. Section 2-1.34 of the 2025 Standard Specifications is not applicable to Minor B Projects.

Waste Disposal

Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. Seq.

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

Biyao Lu

7-1-2026

REGISTERED CIVIL ENGINEER



TRAFFIC OPERATIONS

Gary Slater

7-1-2026

REGISTERED CIVIL ENGINEER

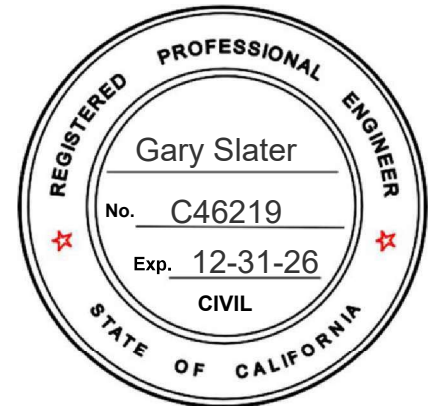


Table of Contents

Notice to Bidders 1

Special Provisions 3

Division I General Provisions 3

1 General..... 3

2 Bidding..... 3

3 Contract Award and Execution..... 5

4 Scope of Work 6

5 Control of Work..... 6

6 Control of Materials..... 9

7 Legal Relations and Responsibility to The Public..... 14

8 Prosecution and Progress..... 15

9 Payment 16

Division II General Construction..... 18

12 Temporary Traffic Control 18

Link to the 2025 Edition of the Standard Specifications.....23

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) listed below are included in the link provided.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
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CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
A88B	Curb Ramp and Island Passageway Details
A90A	Accessible Parking Off-Street
A90B	Accessible Parking On-Street

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	Temporary Crash Cushion - Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion - Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion - Sand Filled (Bidirectional)
T2	Temporary Crash Cushion - Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
T3F	Temporary Barrier System (Cal F-23)
T3F2	Temporary Barrier System (Cal F-23)
T3G	Temporary Barrier System (Staking or Anchoring)
T3G2	Temporary Barrier System (Staking or Anchoring)
T4	Temporary Traffic Screen
T4A	Temporary Traffic Screen (Cross Bolt)
T4B	Temporary Traffic Screen (Cal F-23)
T5	Temporary Terminal Section (Type K)

TEMPORARY TRAFFIC CONTROL SYSTEMS

T9	Traffic Control System Tables for Lane and Ramp Closures
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T10A	Traffic Control System for Lane Closure on Freeways and Expressways
T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
T19	Traffic Control System - Construction Work Zone Speed Limit Reduction on Conventional Highways

T20	Traffic Control System - Construction Work Zone Speed Limit Reduction Details
	TEMPORARY PEDESTRIAN ACCESS ROUTES
T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
T31	Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
T32	Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour
T33	Temporary Pedestrian Access Routes - Ramp
T34	Temporary Pedestrian Access Routes - Curb Ramp Options
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS3	Roadside Signs - Laminated Wood Box Post - Typical Installation Details No. 3
RS4	Roadside Signs - Typical Installation Details No. 4
RS5	Roadside Sign-PSST Post-Typical Installation Details No. 1
RS6	Roadside Sign-PSST Post-Typical Installation Details No. 2
	ELECTRICAL SYSTEMS - PEDESTRIAN BARRICADES
ES-7Q	Electrical Systems (Pedestrian Barricades)

Notice to Bidders

Quotes open: September 9, 2026

Dated: August 25, 2026

General work description: TO CLOSE THE SIDEWALK GAP TO PROVIDE PEDESTRIANS WITH A SAFE WALKWAY.

The Department of Transportation (Department) will receive quotes for CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN WESTMINSTER FROM 21ST STREET TO 23RD STREET.

District-County-Route-Post Mile: 12-Ora-39-7.8/8.0

Prime Contractor must have either a Class A license or an applicable Class C license.

Prime Contractor must be a certified Small Business under Section 2-1.05.

Department establishes no DVBE Contract goal but encourages bidders to obtain DVBE participation.

Bids must be on a unit price basis.

Complete the work within 30 working days.

The estimated cost of the project is \$393,695.00

The Department will receive quotes until 2:15 p.m. on the quotes open date at:

Analyst's Email: arlena.tedder@dot.ca.gov

*Put SB Contract # in the Subject Line of the Email

Quotes received after this time will not be accepted.

No pre-bid meeting is scheduled for this project.

Quote Packages, including **Invitation for Quote**, **Notice to Bidders**, **Special Provisions**, and **Project Plans** are available in electronic format only. These documents may be viewed and obtained at:

Cal eProcure website: <https://caleprocure.ca.gov/pages/index.aspx>

Standard Specifications dated 2025

Standard Plans dated 2025

Present bidders' inquiries to the District at:

D12.CES.CCO.Desk@dot.ca.gov

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the Department does not consider these questions as bid protests.

Department will open bids under Section 2-1.43.

There will be no public opening of quotes. Quotes results will not be listed on the Internet.

Request quote results at:

Analyst's Name: Arlena Tedder

Email: arlena.tedder@dot.ca.gov

Phone: (279)234-2434

District office addresses are provided in the **Standard Specifications**.

Prevailing wages may be required on this Contract under Section 7-1.02K(2). The Director of the California Department of Industrial Relations (DIR) determines the general prevailing wage rates. Obtain the wage rates at the DIR website, <http://www.dir.ca.gov>, or from the Department's Labor Compliance Office of the district in which the work is located at <https://dot.ca.gov/programs/construction/labor-compliance>.

Department has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to <https://ppmoe.dot.ca.gov/cc>. Additional information is provided in the Excluded Parties List System at https://www.ojp.gov/tfsc/doj_ojp_tfsc_excluded_parties_guide_508.

Standard Specifications and Standard Plans may be viewed at Department's Division of Design website at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>.

Add the following to Section 2-1.10

Submit the form with your bid.

Replace section 2-1.11 with:**2-1.11 IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST**

Section 2-1.11 applies to non-informal-bid contracts.

Complete and submit the In-Use Off-Road Diesel-Fueled Vehicle List form under section 2-1.33.

On the In-Use Off-Road Diesel-Fueled Vehicle List form, list each fleet used by you or your subcontractor to perform work and is subject to 13 CCR § 2449 et seq. Submit a copy of a valid Certificate of Reported Compliance (13 CCR § 2449, subdivision (n)) for each fleet listed on the form within 10 days of bid opening. Failure to list a fleet used by you or your subcontractor to perform work on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid. Failure to submit the Certificate of Reported Compliance for a fleet listed on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid.

Replace Section 2-1.15 with:**2-1.15 Disabled Veteran Business Enterprises (DVBE)****2-1.15A General**

Take necessary and reasonable steps to ensure that DVBEs have opportunity to participate in the Agreement.

Comply with Military and Veterans Code Sections 999 et seq.

Department encourages bidders to obtain DVBE participation to ensure Department achieves its State-mandated overall DVBE goal.

If you obtain DVBE participation:

1. Complete and submit the Certified DVBE Summary form under with your bid. List all DVBE participation on this form.
2. List each first tier DVBE subcontractor in the Subcontractor List form, regardless of percentage of the total bid.

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form.

List each first tier DVBE, subcontractor on the Subcontractor List (DES-OE-0102C) regardless of percentage of the total bid.

DVBEs must be certified by the bid opening date and remain certified through contract award.

Delete Section 2-1.18.

Delete Section 2-1.27.

Replace Section 2-1.33 with:**2-1.33 Bid Document Completion and Submittal**

Complete forms in the **Bid Package**. Submit the forms with your bid.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

the Contract. This bond must be equal to at least 100 percent (100%) of the total bid (Pub. Cont. Code Section 7103).

A performance bond is not required.

Replace Section 3-1.11 with:

3-1.11 Payee Data Record

Complete and sign the **Payee Data Record** form included in the contract documents.

Replace Section 3-1.18 with:

3-1.18 Contract Execution

The successful bidder must sign the **Standard Agreement** form to execute the contract.

The bidder's security may be forfeited for failure to execute the contract within the time required.

Add to Section 3:

3-1.20 Budget Disclaimer

If sufficient program funds are not allocated to complete this contract as awarded, the contract may be amended to reflect any reduction in funds or be terminated.

AA

4 Scope of Work

Delete Section 4-1.07C.

Delete Section 4-1.07D.

AA

5 Control of Work

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work
12-0W090	Ora-39-PM 0.8/22.66	In Orange County, on Route 39, 142, and 605 at various locations	Clean, inspect, line and repair culvert.
12-0R360	Ora-39-0/8.5	In Orange County in the city of Huntington Beach, Westminster, Garden Grove on SR-39 between SR-1 and SR-22	Remove and replace AC pavement, and drainage upgrades.

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add to Section 5-1.38:

The Engineer will only consider a request for relief of maintenance and protection responsibility if the Engineer has suspended the work under Section 8-1.06.

Replace Section 5-1.42 with:

5-1.42 Requests For Information (RFI)

Submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer responds to the RFI within three (3) days. Proceed with the work unless otherwise ordered. You may protest the Engineer's response by:

1. Submitting a potential claim record, using the **Supplemental Potential Claim Record** form, within three (3) days after receiving the Engineer's response
2. Complying with Section 5-1.43

Replace Section 5-1.43 with:

5-1.43 Potential Claims and Dispute Resolution

5-1.43A General

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the first date of the potential claim.

Use the identification number for each potential claim on the **Supplemental Potential Claim Record** form.

Failure to comply with this procedure is a waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure.

5-1.43B Potential Claim Record

Submit a potential claim record, using the **Supplemental Potential Claim Record** form, within three (3) days of the Engineer's response to the RFI or within three (3) days from the date when a dispute arises due to an act or failure to act by the Engineer. The potential claim record must include the following:

1. Nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined. If accurate cost figures are not available, provide an estimate, or describe the types of expenses involved.

Proceed with the potentially claimed work unless otherwise ordered. Maintain records that provide a clear distinction between costs for the disputed work and the costs of the undisputed work.

Within five (5) days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

Delete Section 5-1.47.

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6 Control of Materials

Replace section 6-1.03B with:

6-1.03B Submittals**6-1.03B(1) General**

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material.

The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Manufactured products mean articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Per 23 CFR 635.410, these products must be manufactured in the United States.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material under the definitions set forth under this Buy America section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under this Buy America section may include components that are construction materials, iron or steel products, or excluded materials.

Iron or steel used in precast concrete manufactured products or enclosures for Intelligent Transportation Systems (ITS) must meet the requirements of section 6-1.04C regardless of the amount used.

Iron or steel used in other manufactured products must meet the requirements of section 6-1.04C if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to compliance with the 23 CFR 635.410 standard.

6-1.04E Construction Materials

The following construction materials must be produced in the United States under standards in 2 CFR 184.6:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
3. Glass
4. Fiber optic cable including drop cable
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to compliance with its 2 CFR 184.6 standard.

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Add to section 6-1:

6-1.08 ENVIRONMENTAL PRODUCT DECLARATIONS FOR HOT MIX ASPHALT AND CONCRETE

Section 6-1.08 includes specifications for environmental product declarations for hot mix asphalt and concrete materials and products.

See section 6-1.06B for definitions.

For projects with bid opening dates after February 1, 2025, with a total bid over \$1 million and 175 or more original working days, materials or products specified in the following table require facility-specific, product stage, environmental product declarations as informational submittals:

Material or product	Material specifications
Hot mix asphalt ^a	Section 39-2, "Hot Mix Asphalt" Excludes RHMA, OGFC, and BWC materials.
Concrete ^b	Section 28-2, "Lean Concrete Bases," Section 28-3, "Rapid Strength Concrete Base," Section 28-4, "Lean Concrete Base Rapid Setting," Section 28-5, "Concrete Base," Section 40, "Concrete Pavement," Section 47-5, "Type 6 Retaining Walls," Section 49-3, "Cast-In-Place Concrete Piling," Section 49-4, "Steel Soldier Piling," Section 51, "Concrete Structures," Section 58-2, "Masonry Block," Section 73, "Concrete Curbs and Sidewalks," Section 83, "Railings and Barriers," and Section 99, "Building Construction." Excludes volumetric-proportioned rapid strength concrete and Section 90-4 PC concrete members.

^aFor each hot mix asphalt plant providing 2,250 tons or more on the project by job mix formula.

^bFor each concrete plant providing 250 cubic yards or more on the project by mix design.

The requirements in section 6-1.08 do not apply to seasonal plants operating fewer than 6 months per year.

The requirements in section 6-1.08 do not apply to informal-bid contracts.

For product category rules for hot mix asphalt or concrete, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration for hot mix asphalt or concrete is not required for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 50 days before the bid opening date.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration. Include written correspondence from the program operator with your notification to the Engineer. If the Engineer determines the development of a facility-specific environmental product declaration cannot be achieved, an environmental product declaration will not be required for that material or product.

You must register on the Department's Data Interchange for Materials Engineering (DIME) at least 15 days before submitting environmental product declarations. Follow the registration process at:

<https://dime.dot.ca.gov/>

Within 30 days of initial placement of each applicable material or product, submit a facility-specific, product stage, environmental product declaration informational submittal to DIME and provide proof of submission in PDF file format to the Engineer. The DIME entry information must include intended use

of materials and estimated quantities of materials to be used as represented by the environmental product declaration.

Failure to provide a required environmental product declaration informational submittal will result in a \$6,000 performance failure withhold for each missing declaration. The Department returns the withhold within 30 days after receipt of the compliant declaration if submitted prior to Contract acceptance. Withholds become permanent deductions if the declaration is not submitted before Contract acceptance.

A A

7 Legal Relations and Responsibility to The Public

Add to Section 7-1.02K(2):

Payment of prevailing wages is not required if the contract amount is:

1. \$25,000 or less for a public works construction project.
2. \$15,000 or less for the alteration, demolition, repair, or maintenance of a public works project.

If satisfactory certified payroll records are not submitted by the time the final invoice is submitted, the Department will withhold all payments due and owing the Contractor pending receipt of the records.

Add after the first paragraph of Section 7-1.02K(3):

Payroll records are not to be submitted if prevailing wages are not required.

Add to the last paragraph of Section 7-1.02K(3):

If progress payments are not made, and you have not submitted adequate records by the time you submit the final invoice, the Department will withhold all payments due and owing the Contractor pending receipt of such records.

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material exists throughout the job site.

Lead is typically found within the top 2 feet of material within the highway. Reuse all of the excavated material on the right-of-way.

Unregulated earth material containing lead has been detected to a depth of 1'-0" within the job site. Unregulated levels of lead found range from less than 6.0 to 68.0 mg/kg total lead with an average concentration of 36.8 mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based upon a 95 percent upper confidence limit. Unregulated levels of lead on the job site have a predicted average soluble concentration of 3.8 mg/L as analyzed by the California Waste Extraction Test and based upon a 95 percent upper confidence limit.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 8
3. DTSC

If unregulated material is disposed of:

1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

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8 Prosecution and Progress

Replace Section 8-1.02A with:

8-1.02A General

Before or at the preconstruction conference, submit a progress schedule on a form of your choice.

On the schedule, show the order in which you propose to carry out the work, the start dates of the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features.

If the contract is more than 60 working days, submit an update of the schedule on or before the last day of each month, showing the status of work actually completed during the period preceding the 20th of the month.

Subsequent to the time that submittal of a progress schedule is required, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

Delete Sections 8-1.02B and 8-1.02C.

Replace the row for *Schedule* in the table in the 2nd paragraph of section 8-1.03 with:

Schedule	Baseline schedule and weekly statement of working days report
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Replace the first paragraph of Section 8-1.04B with:

Start job site activities by the date specified in the Engineer's letter providing notice that the Contract has been approved.

Replace the 4th and 5th paragraphs of section 8-1.05 with:

The Engineer issues a weekly statement of working days report by the end of the following week. If you disagree with a weekly statement of working days report, submit an RFI within 5 business days of receipt of the report.

The weekly statement of working days report shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delete the 6th paragraph of section 8-1.05.

Replace Section 8-1.13 with:

8-1.13 Contractor's Control Termination

The Department may terminate your control of the work for failure to do any of the following:

1. Supply an adequate workforce
2. Supply material as described
3. Pay subcontractors
4. Prosecute the work as described in the Contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a Federal-aid project, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives you notice at least five (5) business days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates the Contractor's control or you abandon the project. The Department determines the unpaid balance under the Contract.

At any time before final payment of all claims, the Department may convert a Contractor's control termination to a Contract termination.

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9 Payment

Replace the 1st paragraph of section 9-1.11D with:

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the weekly statement of working days report.

Replace Section 9-1.16A with:

9-1.16A General

For a contract with more than 20 working days, you may request that progress payments be made. If approved by the Engineer, submit a fully itemized invoice, in triplicate, covering the actual work performed. The invoice must reference the Department of Transportation and the contract number.

For a contract with 20 working days or less, payment will be made after contract acceptance.

No progress payment will be made when, in the opinion of the Engineer, the work is not proceeding in accordance with the specifications, or when the total value of the work done since the last estimate is less than \$5,000.

Delete Sections 9-1.16C and 9-1.16D.

Replace Section 9-1.17 with:

9-1.17 Payment After Contract Acceptance

9-1.17A General

Reserved

9-1.17B Reserved

9-1.17C Final Invoice

Submit a fully itemized invoice, in triplicate, within 30 days after Contract acceptance, covering the actual work performed. The invoice must reference the Department of Transportation and the contract number.

Submit claims statements with the final invoice. Claims not submitted with the final invoice will not be considered.

Submit required final utilization reports to Engineer. Failure to provide the required forms with the final invoice will result in 25 percent (25%) of the dollar value of the bill being withheld from payment until the form is submitted. The amount will be returned to Contractor when satisfactory final utilization forms are submitted.

9-1.17D Final Payment and Claims

9-1.17D(1) General

If you do not submit a claim statement, Engineer immediately processes the final invoice and the Department pays the amount due. This final payment is conclusive except as specified in Sections 5-1.27 and 9-1.21.

If you submit a claim statement, Engineer immediately processes the final invoice and the Department pays the amount due for the undisputed work. This payment is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.27 and 9-1.21.

9-1.17D(2) Claim Statement

9-1.17D(2)(a) General

Submit additional information as to the basis and amount of the claim within 15 days of a request by Engineer. Failure to submit requested information or to provide access to records of the information is cause for denial of the claim.

9-1.17D(2)(b) Overhead Claims

Claims for overhead expenses must be supported by an audit report by an independent Certified Public Accountant. Claims are subject to audit by the State at its discretion.

9-1.17D(2)(c) Declaration

Submit a declaration that includes the following language with the claim statement:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project contains federal funding, the U.S. False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on _____(date)_____, 20__ at _____, California.

9-1.17D(2)(d) Waiver

A claim is waived if:

1. Claim does not have a corresponding **Supplemental Potential Claim Record** identification number
2. Claim does not have the same nature, circumstances, and basis of claim as the corresponding **Supplemental Potential Claim Record**
3. Claim is not included in the claim statement
4. You do not comply with the claim procedures
5. You do not submit the declaration specified in Section 9-1.17D(2)(c)

9-1.17D(3) Final Determination of Claims

Failure to allow timely access to claim supporting data when requested waives the claim.

Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the State within the meaning of the California False Claims Act.

After claim review, Engineer makes a preliminary determination of claims and furnishes it to Contractor. Within 30 days of notification of the preliminary determination, make a presentation in support of remaining claims to a person designated by Director. Director makes the final decision on payable compensation due the Contractor and furnishes it to Contractor.

Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable except as specified in Sections 5-1.27 and 9-1.21.

Replace section 9-1.22 with:

9-1.22 Resolution of Claims

Resolution of claims will be through the Department of General Services, Government Claims Program under Government Code, Division 3, Part 5.

[illegible]

Division II General Construction

12 TEMPORARY TRAFFIC CONTROL

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

- ### 1. Stationary lane closure

Add between the 9th and 10th paragraphs of section 12-3.32C:

Start displaying the message on the sign 30 minutes before closing the lane or shoulder or when directed by the Engineer.

Replace the table in the definition of *designated holidays* in section 12-4.02A(2) with:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Add to section 12-4.02A(2):

special day: the day after Thanksgiving Day

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

For each 10-minute interval or fraction thereof past the time specified to open the closure, the amount for liquidated damages per interval shown in the table below is deducted. Liquidated damages are limited to 5 percent of the total bid per occurrence. Liquidated damages are not assessed if the Engineer orders the closure to remain in place beyond the scheduled pickup time.

Type of facility	Route	Direction or segment	Period	Liquidated damages/interval
Mainline	Route 39	SB	1st half hour 2nd half hour 2nd hour and beyond	\$1,000/10 minutes \$1,000/10 minutes \$1,000/10 minutes

Replace section 12-4.02C(3)(f) with:

12-4.02C(3)(f) Closure Restrictions for Designated Holidays and Special Days

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
x	H xx	xx	xx								
	SD xx										
x	xx	H xx	xx								
		SD xx									
	x	xx	H xx	xx							
			SD xx								
	x	xx	xx	H xx	xxx						
	x	xx	xx	SD xx	xxx						
				x	H xx						
				x	SD xx						
					x	H xx					
						SD xx					
						x	H xx	xx	xx	xx	
							SD xx				
Legend:											
	Refer to lane requirement charts.										
x	The full width of the traveled way must be open for use by traffic after 6:00 AM.										
xx	The full width of the traveled way must be open for use by traffic.										
xxx	The full width of the traveled way must be open for use by traffic until 9:00 PM.										
H	Designated holiday										
SD	Special day										

Replace section 12-4.02C(3)(k) with:

12-4.02C(3)(k) Conventional Highway Lane Requirement Charts

Comply with the requirements for the conventional highway lane closures shown in the following chart:

Chart No. K1 Conventional Highway Lane Requirements																									
County: Orange							Route/Direction: 39 / SB							Post Mile: 7.8/8.0											
Closure limits: SB Route 39 from 23 rd St. to 21 st St.																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	2	2	2	2	2	3				3	3	3	3	3	3	3	3					3	2	2	2
Fri	2	2	2	2	2	3				3	3	3	3	3	3	3	3							3	2
Sat	2	2	2	2	2	2	3																	3	2
Sun	2	2	2	2	2	2	3																3	2	2
Legend:																									
2 Provide at least 2 adjacent through traffic lanes open in the direction of travel.																									
3 Provide at least 3 adjacent through traffic lanes open in the direction of travel.																									
Work is allowed within the highway where a shoulder or lane closure is not required.																									
REMARKS:																									
1. The number of through traffic lanes in each direction of travel is 4.																									

Replace section 12-4.02C(3)(m) with:

12-4.02C(3)(m) City Street Closure Hour Charts and City Street Lane Requirement Charts

Comply with the requirements for a **City Street Lane Requirements and Hours of Work** shown in the following chart:

Chart No. M1 City Street Lane Requirements and Hours of Work																										
Location: Orange County									Direction: SB 39									PM: 7.8/8.0								
Closure limits: 1) SB Beach Blvd. Frontage Road between 23 rd St. and 21 st St.																										
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mon– Thu	N	N	N	N	N	N	N	N	N	R	R	R	R	R	R	R	R	R	N	N	N	N	N	N	N	N
Fri	N	N	N	N	N	N	N	N	N	R	R	R	R	R	R	R	R	R	N	N	N	N	N	N	N	N
Sat	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sun	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Legend:																										
N		No work is allowed.																								
R		Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control)																								
REMARKS:																										
1. Beach Blvd frontage Road Northbound (or Westside) shall be closure during construction between 23 rd St. to 21 st St. 2. Contractor must get concurrence from city for “Reversing Control”.																										

Link to the Standard Specifications applicable to the 2025 Edition of the Standard Specifications by reference made a part of the Agreement are available at:

<https://dot.ca.gov/programs/design/2025-ccs-standard-plans-and-standard-specifications>

INDEX OF PLANS

SHEET No.	DESCRIPTION
1	TITLE AND LOCATION MAP
2-3	LAYOUT PLANS
4-5	CONSTRUCTION DETAILS
6	CONSTRUCTION AREA SIGNS
7	SIGN PLAN
8	SIGN QUANTITIES
9	SUMMARY OF QUANTITIES

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

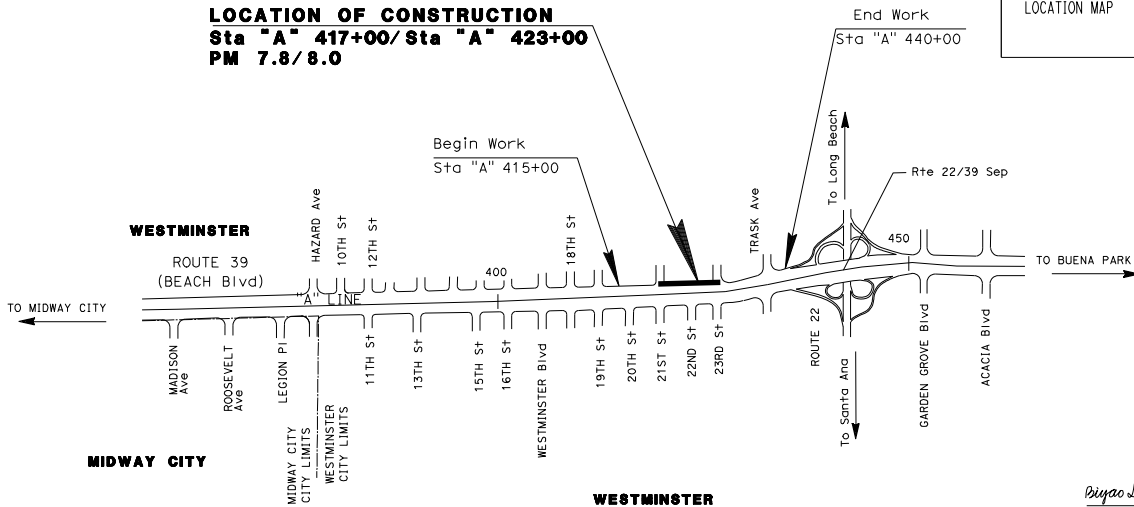
PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN WESTMINSTER FROM 21ST STREET TO 23RD STREET

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2025

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Oran	39	7.8/8.0	1	9



LOCATION OF CONSTRUCTION
Sta "A" 417+00/ Sta "A" 423+00
PM 7.8/8.0



Bigao Lu 07/01/26
PROJECT ENGINEER
REGISTERED CIVIL ENGINEER
DATE
JULY 01, 2026
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS
OFFICERS OR AGENTS SHALL NOT BE
RESPONSIBLE FOR THE ACCURACY OR
COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONTRACT No.	12A2401
PROJECT ID	1226000057

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

EA 12-OW190

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DESIGN H
FUNCTIONAL SUPERVISOR	SAIED MEHRNAD
CALCULATED BY	DESIGNED BY
CHECKED BY	RAY NUOEN
REVISOR	JUSTIN CHOI
DATE	REVISED

NOTES:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
 2. ALL CONFLICTING IRRIGATION BOXES SHALL BE REMOVED AND CAPPED UNLESS OTHERWISE NOTED.
 3. EXEMPT PROJECT WITH LIMITED EXCAVATION, UTILITIES ARE NOT SHOWN.

Contract No. 12A2401

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Orca	39	7.8/8.0	2	9

REGISTERED CIVIL ENGINEER

DATE 07/01/26

JULY 01, 2026

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

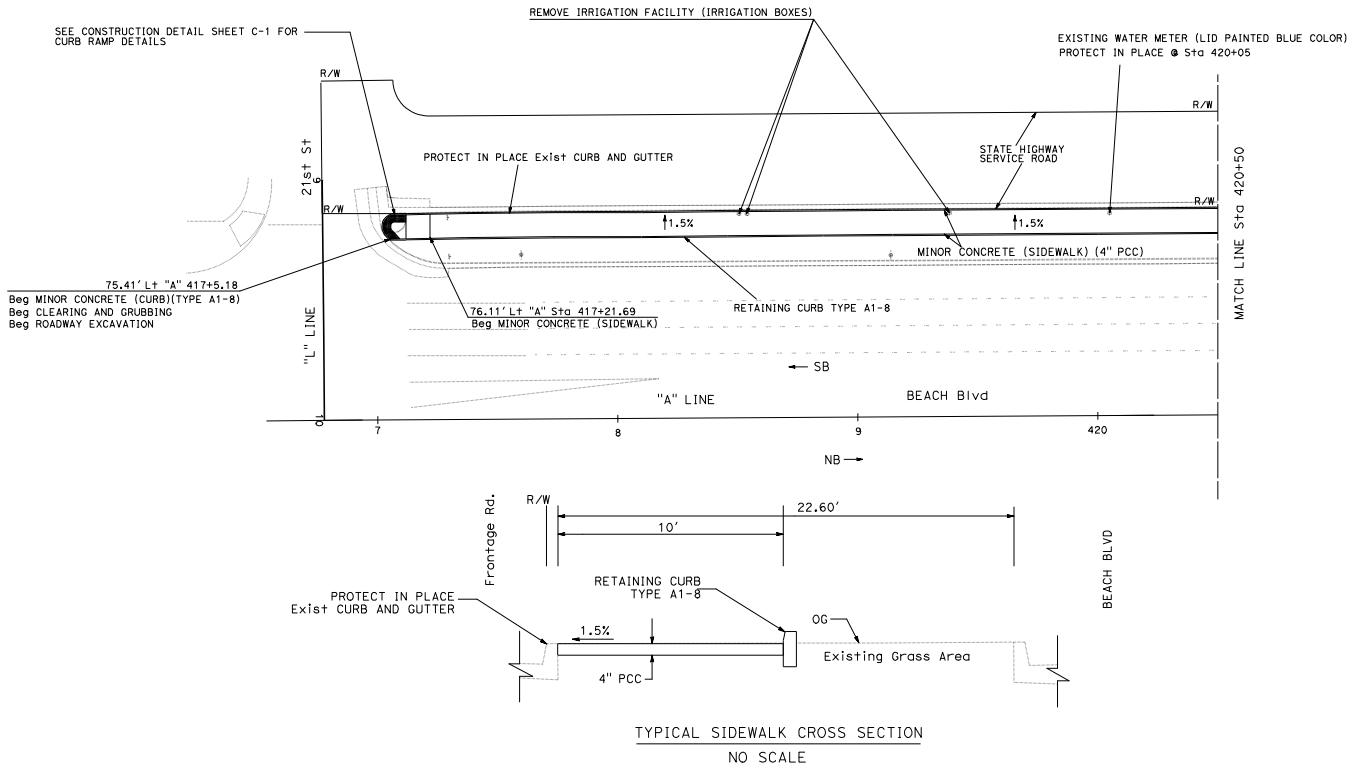
RAY NUOEN

NO. C 93086

EXP. 02/20/27

CIVIL

STATE OF CALIFORNIA



LAYOUT
 SCALE: 1" = 20'

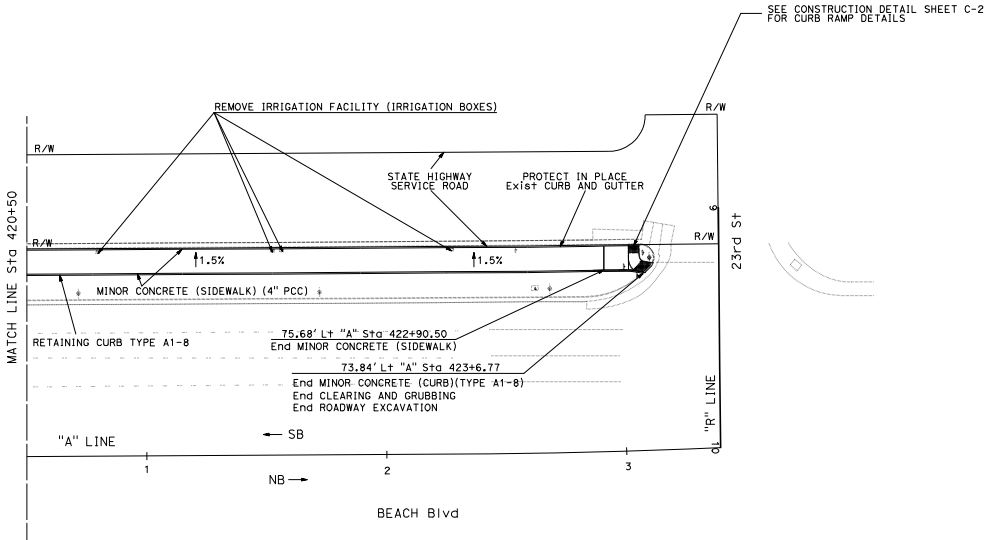
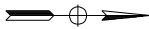
L-1

LAST REVISION DATE PLOTTED => 22-JUL-2026
 07/01/26 TIME PLOTTED => 10:14

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED BY	REVIEWED BY
Caltrans	SAIED MEHRNAD	CHECKED BY	RAY NGUYEN
DESIGN H			JUSTIN CHOI
			DATE REVISED

Contract No. 12A2401

DIST#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Ora	39	7.8/8.0	3	9
Byeou Lu			07/01/26		
REGISTERED CIVIL ENGINEER			DATE		
JULY 01, 2026			DATE		
PLANS APPROVAL DATE			DATE		
07/01/26			DATE		
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					



LAYOUT
SCALE: 1" = 20'

L-2

LAST REVISION DATE PLOTTED => 22-JUL-2026
07/01/26 TIME PLOTTED => 10:14

Contract No. 12A2401

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Or	39	7.8/8.0	4	9

REGISTERED CIVIL ENGINEER DATE 07/01/26
 JULY 01, 2026
 PLANS APPROVAL DATE

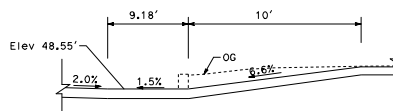
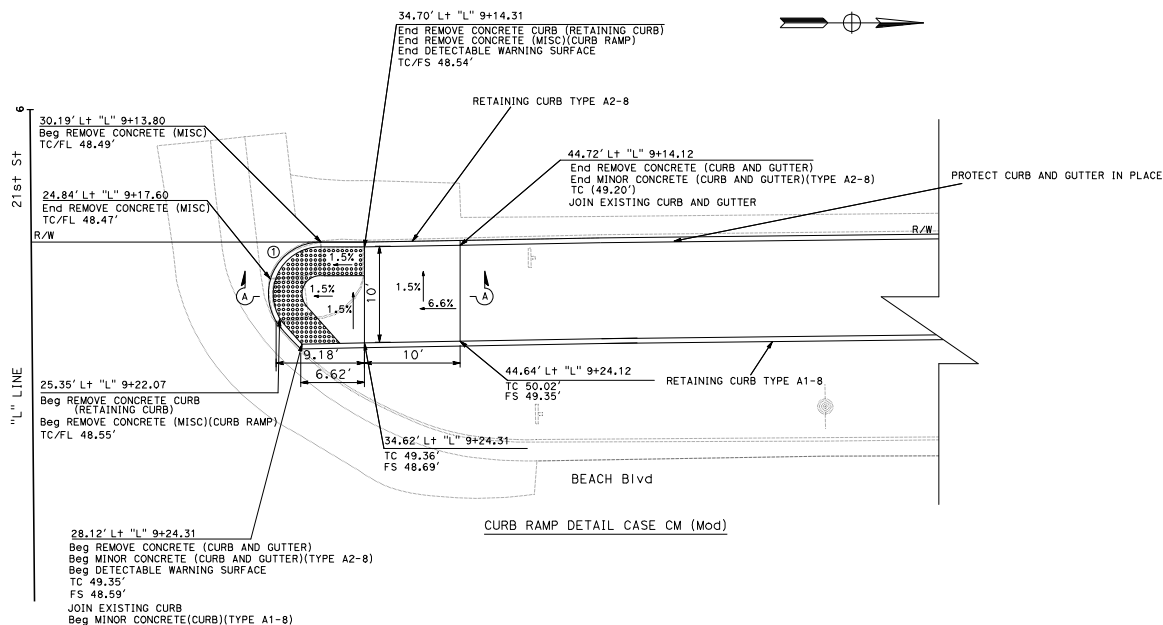


THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTE:
 FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND:
 (XX.XX) EXIST ELEVATION
 XX.XX PROPOSED ELEVATION

CURVE DATA				
No. #	R	Δ	T	L
1	5.40'	131°47'21"	12.07'	12.42'



CONSTRUCTION DETAILS

SCALE: 1" = 5'

C-1

BORDER LAST REVISED 7/2/2010

USERNAME => t139247
 DGN FILE => 1226000057g0001.dgn

RELATIVE BORDER SCALE
 1/8" = 1' IN INCHES



UNIT 4464

PROJECT NUMBER & PHASE

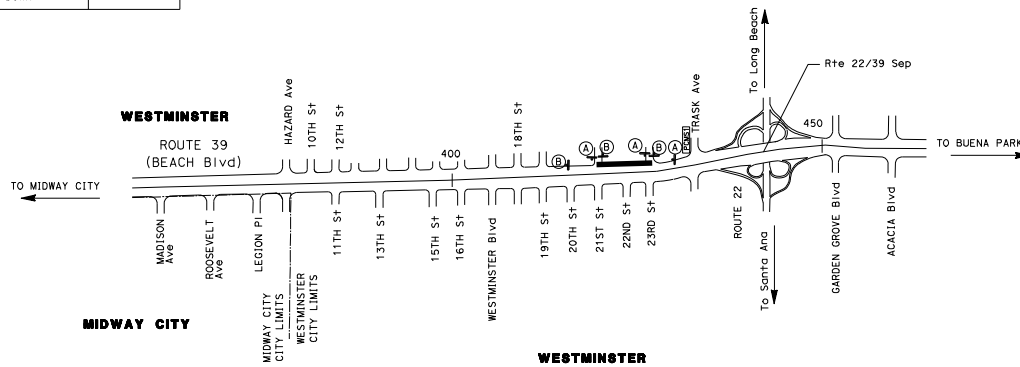
12260000571

DATE PLOTTED => 22-JUL-2026
 TIME PLOTTED => 10:14

1. EXACT SIGN LOCATIONS TO BE DETERMINED BY THE ENGINEER.
2. EXACT LOCATIONS AND/OR SIGN MESSAGE/DISPLAY WILL BE DETERMINED BY THE ENGINEER.

☒ CONSTRUCTION AREA SIGN
☐ PORTABLE CHANGEABLE MESSAGE SIGN

PCMS No.	SIGN MESSAGE		No. OF SIGNS
1	1ST FRAME	CONST AHEAD	1
	2ND FRAME	SLOW DOWN	



SIGN No.	TYPE	PANEL SIZE	SIGN MESSAGE	No. OF SIGN(S) (EA)
(A)	W20-1	36" x 36"	ROAD WORK AHEAD	3
(B)	G20-2	36" x 18"	END ROAD WORK	3

(N) - NOT A SEPARATE BID ITEM

CONSTRUCTION AREA SIGNS

NO SCALE

CS-1

APPROVED FOR CONSTRUCTION AREA SIGN WORK ONLY.

BORDER LAST REVISED 7/2/2010

```

USERNAME => e139247
DGN FILE => 12260000571a001.dgn

```

RELATIVE BORDER SCALE
IS IN INCHES

0 1 2

UNIT 4464

PROJECT NUMBER & PHASE

12260000571

DATE PLOTTED => 22-JUL-2026	TIME PLOTTED => 10:14
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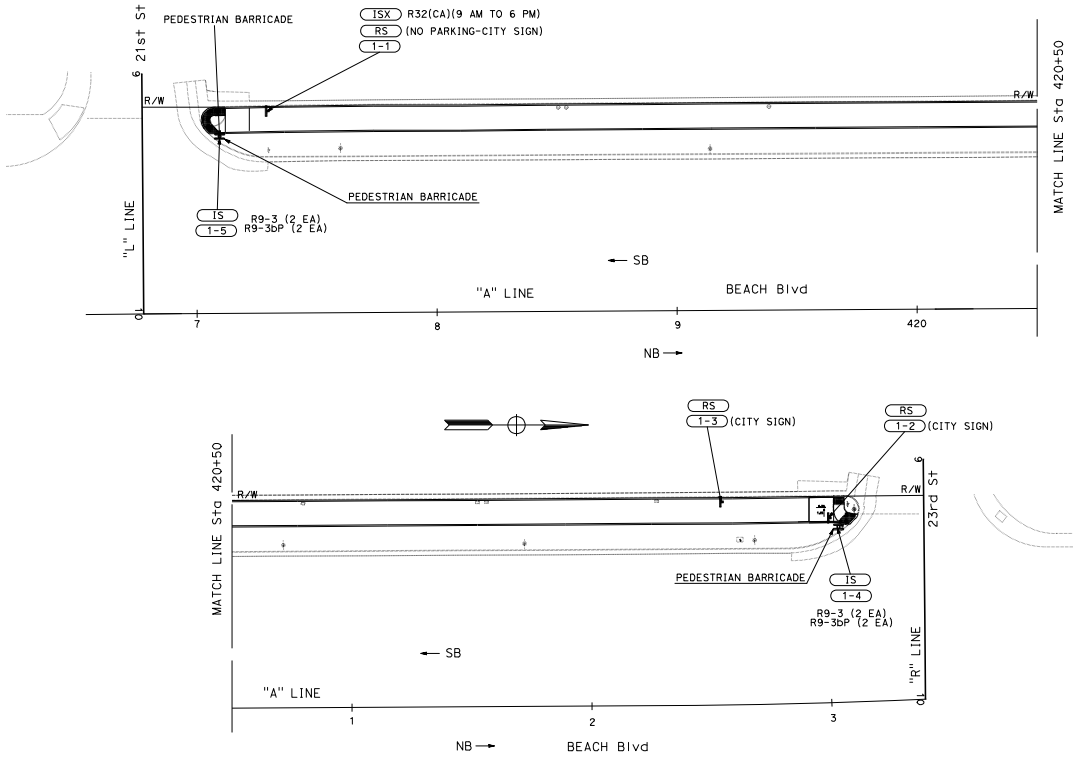
NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. EXACT SIGN LOCATION WILL BE DETERMINED BY THE FIELD ENGINEER.
3. INSTALL SIGNS PERFECTLY FACING THEIR ASSIGNED DIRECTION OF TRAFFIC.
4. EXEMPT PROJECT WITH LIMITED EXCAVATION, UTILITIES ARE NOT SHOWN.
5. CONTRACTOR TO OBTAIN NECESSARY PERMITS FROM LOCAL AUTHORITIES. THE PAYMENT IS INCLUDED IN THE PAYMENT FOR VARIOUS ITEMS OF WORK.

LEGEND:

- ROADSIDE SIGN IDENTIFICATION NUMBER
- ROADSIDE SIGN - ONE POST
- ABBREVIATIONS:
- ISX INSTALL ROADSIDE SIGN ON EXISTING POST
RS RESET SIGN
IS INSTALL SIGN

Contract No. 12A2401					
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Oran	39	7.8/8.0	7	9
REGISTERED CIVIL ENGINEER DATE 07/01/26					
JULY 01, 2026					
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					



SIGN PLAN

SCALE: 1" = 50'

S-1

APPROVED FOR SIGN WORK ONLY

BORDER LAST REVISED 7/2/2010

USERNAME -> t139247
DGN FILE -> 122600005T00001.dgn

RELATIVE BORDER SCALE
15 IN INCHES

0 1 2 3

UNIT 4464

PROJECT NUMBER & PHASE

12260000571

LAST MODIFIED DATE PLOTTED -> 07-JUL-2026
07-01-26 TIME PLOTTED -> 10:14



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Orca	39	7.8/8.0	8	9

Byron Lu 07/01/26
 REGISTERED CIVIL ENGINEER DATE

JULY 01, 2026
 PLANS APPROVAL DATE

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 COPIES OF THIS PLAN SHEET.

SEAL OF THE REGISTERED PROFESSIONAL ENGINEER
 BYRON LU
 No. C 93086
 Exp. 09/30/27
 CIVIL
 STATE OF CALIFORNIA

SIGN QUANTITIES

SHEET No.	SIGN No.	SIGN DESIGNATION	SIGN MESSAGE	PANEL SIZE L X D	PANEL AREA	PEDESTRIAN BARRICADE	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	RESET ROADSIDE SIGN (METAL POST)	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	SIGN DIRECTION	BACKGROUND		LEGEND		PREMIUM PROTECTIVE OVERLAY	FURNISH SINGLE SHEET ALUMINUM SIGN
				IN	SOFT	EA	EA	EA	EA		SHEETING COLOR	RETROREFLECTIVE ASTM TYPE	SHEETING COLOR	RETROREFLECTIVE ASTM TYPE		UNFRAMED
																0.063"
S-1	1-1	R32(CA) (CITY SIGN)	2 HOURS PARKING NO PARKING	12x18	1.5				1	FS	W	IX	G	-	X	1.5
	1-2	(CITY SIGN)	BEACH / 23RD					1		FS						
	1-3	(CITY SIGN)	2 HOURS PARKING					1		FS						
	1-4	R9-3 R9-3bP	NO CROSSING SYMBOL USE CROSSWALK	12x18 18x12	1.5 1.5	1	2 2			FE/FW	W	IX	B	-	X	3 3
	1-5	R9-3	NO CROSSING SYMBOL	12x18	1.5		2			FE/FW	W	IX	B	-	X	3
		R9-3bP	USE CROSSWALK	18x12	1.5	1	2			FE/FW	W	IX	B	-	X	3
	TOTAL SHEET SQ-1															

SQ-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DESIGN H

FUNCTIONAL SUPERVISOR
SAIED MEHRANFARD

CALCULATED & DESIGNED BY
CHECKED BY

RAY NGUYEN
JUSTIN CHOI

REVISOR
DATE REVISOR

REMOVAL AND ROADWAY QUANTITIES

SHEET No.	REMOVE CONCRETE CURB			MINOR CONCRETE (CURB)		MINOR CONCRETE (CURB AND GUTTER) (TYPE A2-8)	MINOR CONCRETE (SIDEWALK)	MINOR CONCRETE (CURB RAMP)	ROADWAY EXCAVATION	REMOVE IRRIGATION FACILITY	DETECTABLE WARNING SURFACE
	LF	LF	SOFT	TYPE A1-8	TYPE A1-6						
L-1				345			41		11	1	
L-2				257			30		17		
C-1	15	31	68			2		3			50
C-2	26	10.2	70		12	0.7		3			35
TOTAL	41	41.2	138	602	12	2.7	71	6	28	1	85

Contract No. 12A2401

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Oran	39	7.8/8.0	9	9

07/01/26

REGISTERED CIVIL ENGINEER DATE

JULY 01, 2026

PLANS APPROVAL DATE

09/30/27

C 33086

09/30/27

CIVIL

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SUMMARY OF QUANTITIES
NO SCALE

Q-1