SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W912DQ26BA010	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 MAY 2026	1 89

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		A040252

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W071 ENDIST KANSAS CITY CONTRACTING DIV CORPS OF ENGINEERS, 601 E 12TH ST KANSAS CITY, MO 64106-2896 UNITED STATES ANGELLA CURRAN, EMAIL: ANGELLA.CURRAN@USACE.ARMY.MIL TELEPHONE: (816) 389-3816	W912DQ	W071 ENDIST KANSAS CITY CONTRACTING DIV CORPS OF ENGINEERS, 601 E 12TH ST KANSAS CITY, MO 64106-2896 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	ANGELLA CURRAN	(816) 389-3816

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: SMITHVILLE AND TUTTLE CREEK DAM AND RESERVOIR FY26 OD ROADWORK PROJECT
PROJECT LOCATION: 16311 COUNTY RD DD SMITHVILLE, MISSOURI 64089 AND 5020 TUTTLE CREEK BLVD MANHATTAN, KS 66502

THE U.S. ARMY CORPS OF ENGINEERS (USACE), SMITHVILLE LAKE AND TUTTLE CREEK LAKE HAS A NEED FOR ROADWAY AND PARKING LOT REHABILITATION OF PUBLIC USE AREAS. THE WORK CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, MATERIALS, AND SERVICES REQUIRED TO COMPLETE IN-PLACE PULVERIZATION OF EXISTING ROADWAY, HOT MIX ASPHALT PAVING, CHIP SEAL, CRACK FILL, PAVEMENT SURFACING SEALING, AND PAVEMENT STRIPING. OPTIONAL CLINS MAY OR MAY NOT BE EXERCISED AS PART OF THE CONTRACT.

11. The contractor shall begin performance within 14 calendar days and complete it within 360 calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM ***(hour)*** local time 30 JUN 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 10 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: OD Roadwork for Smithville and Tuttle Creek Projects

The U.S. Army Corps of Engineers (USACE), Smithville Lake and Tuttle Creek Lake has a need for roadway and parking lot rehabilitation of public use areas. The work consists of furnishing all labor, equipment, materials, and services required to complete in-place pulverization of existing roadway, hot mix asphalt paving, chip seal, crack fill, pavement surfacing sealing, and pavement striping. Optional CLINs may or may not be exercised as part of the Contract.

Points of Contact

Title	Name	Phone	Email
Contracting Officer	Christopher W. Anderson	(816) 389-3850	christopher.w.anderson@usace.army.mil
Contract Specialist	Angella Curran	(816) 389-3816	angella.curran@usace.army.mil

*** END OF NARRATIVE ***

Section 00 01 15 - List of Drawing Sheets

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Smithville Lake Tutt le Creek L ake OD Roa dwork Proj ects Drawi ng Package	Drawings		30 Mar 2026		20	Attachment	No
0002	SM & TC Ro adwork SOW _1_27_2026	Statement of Work		06 Feb 2026		87	Attachment	No
0003	Supplement al Bid Sch edule _4_2 9_2026	Supplemental Bid Schedule		30 Apr 2026		2	Attachment	No

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

CAUTION PAGE

NOTICE TO BIDDER

BEFORE SIGNING AND EMAILING YOUR BID, please take note of the following, as failure to perform any one of these actions may cause your proposal to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.

2. AMENDED BID PAGES: If any of the amendments furnished amended bid pages, the amended bid pages must be used in submitting your bid.

3. BID GUARANTEE: Sufficient bid guarantee in proper form must be furnished with your bid, if your bid exceeds $150,000.

4. MISTAKE IN BID: Have you reviewed your bid prices for possible errors in calculations or work left out?

5. FACSIMILE BIDS: Will not be considered. Facsimile withdrawals will be considered.

6. BUY AMERICAN ACT: All bidders are cautioned that, prior Government conduct notwithstanding , the Contractor's selection of a domestic construction material which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, which each system can be built to meet the contract specifications without the use of foreign construction materials.

7. SUBMISSION OF BIDS AND BID OPENING: Electronic bids are REQUIRED. Mailed and hand-delivered bids are NOT ALLOWED. The Contractor is required to ensure that the bid is legible and complete. Bid bonds shall be copied to where the seals are legible. To submit your bid, see Submission Requirements Section of this solicitation. If bid packages are not received by the Government recipient by the date and time specified for the bid opening, it may be considered late. Refer to FAR 52.214-7 for how late bid packages are handled.

8. SYSTEM FOR AWARD MANAGEMENT (SAM): In accordance with FAR 52.204-7, by submission of a bid, the contractor acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the contractor does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting

Officer will proceed to award to the next otherwise successful registered contractor. Contractors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.sam.gov /SAM/. It is highly encouraged that all prospective contractors start their SAM registration process as soon as possible. SAM.GOV REGISTRATION IS FREE OFCHARGE. PER FAR 4.1102(a), CONTRACTORS MUST BE REGISTERED IN THE SAM DATABASE AT THE TIME A BID IS SUBMITTED. AFTER A BID IS SUBMITTED AND A CONTRACTOR IS FOUND NOT REGISTERED IN THE SAM DATABASE, THE CONTRACTING OFFICER WILL PROCEED WITH AWARD TO THE NEXT SUCCESSFUL CONTRACTOR.

If you were not previously registered, please go to https://www.sam.gov. Instructions for new registration are also located at the following link https://sam.gov/content/entityregistration to register.

PLEASE NOTE: CONTRACTORS ARE REQUIRED TO FILL OUT ALL NECESSARY AND REQUIRED PROVISIONS OR CLAUSES THAT ARE ASSOCIATED WITH THIS CONTRACT. IF YOUR SAM REGISTRATION DOES NOT SHOW COMPLETED FILL-IN PROVISIONS AND CLAUSES THAT ARE ASSOCIATED WITH THIS CONTRACT, THE FILL-IN PROVISIONS AND /OR CLAUSES SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

If you have questions about Government procurements in general or need assistance in the preparation of your bid, a local APEX Accelerator, formerly known as Procurement Technical Assistance Centers, may be able to help. The APEX Accelerator was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate an APEX Accelerator near you, go to http://www.aptac-us.org/sam-registration/. THIS IS A FREE SERVICE BY A NON PROFIT PAID FOR BY THE U.S. GOVERNMENT.

9. SPRS NIST SP 800-171 Notice: Per DFARS 252.204-7012 the selected awardee will need to be registered in NIST SP 800-171 prior to award of any contract/task order or any modification that is to exercise an option period or extend the period of performance of a contract/task order. To learn more information about the NIST SP 800-171 and learn how to register please go to https://www.sprs.csd.disa.mil/. OFFERORS MUST HAVE A CURRENT ASSESSMENT (NO MORE THAN THREE YEARS OLD) PRIOR TO AWARD. IF YOU ARE NOT REGISTERED, THE CONTRACING OFFICER MAY PROCEED WITH AWARD TO THE NEXT SUCCESSFUL CONTRACTOR.

MAGNITUDE OF PROJECT In accordance with FAR 36.204, the magnitude of this project is represented by the following estimated price range: Between **$1,000,000 and $5,000,000.**

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base - Tuttle Creek Lake, Administration Building Parking Lot This work shall consist of Asphalt Pavement Patching, Crack Filling and Chip and Sealing of the Administration Building Parking Lot. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. The period of performance (POP) for the work to be performed is 360 days from Notice to Proceed (NTP). Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	Option - Tuttle Creek Lake, Outlet Park Road and Parking Areas This work shall consist of Crack Filling and Chip and Sealing of Outlet Park Road and Parking Areas. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0003	Option - Smithville Lake, Loop Road Reconstruction This work shall consist of Full Depth Reclamation and placement of HMA for the Loop Road. All work shall conform with the project specifications as	1	Job		

	approved by USACE. The contractor shall supply all labor and materials required for project completion. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price				
Option Line Item 0004	Option - Smithville Lake, Crack Filling, Surface Sealant and Striping of Litton Way and Parking Lot This work shall consist of the crack filling, surface sealing and striping of Litton Way and the Litton Way Parking Lot. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0005	Option - Smithville Lake, Surface Sealant and Striping of Administration Parking Lot This work shall consist of the surface sealing and striping of the parking lot. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0006	Option - Smithville Lake, Surface Sealant and Striping of Smith's Fork Road This work shall consist of the surface sealing and striping of the Smith's Fork Road. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for	1	Job		

	project completion. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price				
Option Line Item 0007	Option - Smithville Lake, Surface Sealant and Striping of Smith's Fork Parking Lot This work shall consist of the surface sealing and striping of the Smith's Fork Parking Lot. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0008	Option - Smithville Lake, Surface Sealant and Striping of MO HWY DD Parking Lot This work shall consist of the surface sealing of the MO HWY DD Parking Lot. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Exercising the option does not extend the POP. Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

SUBMISSION REQUIREMENTS

All bids are due by: SEE BLOCK 13, on front page.

The Virtual bid opening will begin at the DATE AND TIME specified in Box 13A.

Electronic bids are REQUIRED. Mailed and hand-delivered bids are NOT ALLOWED.

The Contractor is required to ensure that the bid package is legible and complete. Bid bonds shall be copied and scanned so that all required raised seals are legible.

This requirement will be synopsized and solicited, and bids will be received, through the Procurement Integrated Enterprise Environment (PIEE) System Solicitation Portal. In order to submit a bid for this requirement through eh PIEEE Solicitation Portal, Contractors will first need to register for the PIEE 'Proposal Manager' role.

How to Register:

1. Navigate to https://wawf.eb.mil/

2. Select Register [topright]

3. Select Vendor

4. Create a User ID and Password and follow the prompts [next]

5. Create Security Questions [next]

6. Complete your User Profile Information [next]

7. Complete your Supervisor or Approving Official Information [next]

8. Complete Roles -Step 1. Select SOL-Solicitation, Step 2. Select Proposal Manager, Step 3. Click Add Roles, Step 4. Fill in your Location Code (CAGE Code) [next]

9. Provide a justification for your registration [next]

10. Follow the remaining prompts to submit your registration

To learn more about the PIEE Solicitation Portal and for training/instructions on submitting your

bid, please visit the Web Base Training Page below: https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml

This IFB will result in one Firm-Fixed-Price contract.

Submit one (1) copy of the following in your bid package:

a. Bid schedule - complete with your bid amount

b. Supplemental Bid schedule - complete by fully entering all amounts in the attached supplemental bid schedule.

c. Ensure all Amendments are acknowledged.

d. Bid Bonds - (Copied with raised seal is legible) required with your submission.

e. Provisions/clauses are filled out that have not been acknowledged in SAM registration

f. Field Office Overhead shall be selected per specification SECTION 01 30 00 Paragraph 1.24

g. Ensure Bid is reviewed and signed by a principal of your company with authority to do so

Bid Opening

The bid opening will be held electronically. There will be a conference phone line available for all who are interested in attending the bid opening. The following information will be needed if

you would like to call in for the bid opening:

Microsoft Teams Link: Join the meeting now

Meeting ID: 993 214 095 99

Passcode: mF2Th9YR

Dial in by phone: +1 601-262-2433,85862520#

Phone conference ID: 858 625 20#

If you have any questions, or cannot gain access to the conference line, contact Contract Specialist at (816) 389-3816.

INQUIRIES/QUESTIONS

Prospective Bidders shall submit contracting and technical inquiries and questions concerning this solicitation document via email to angella.curran@usace.army.mil

Bidders will receive an acknowledgement of their questions via email, followed by an answer to their questions after it has been processed by our technical team.

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or bidders are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be conducted at the contractor's convenience any time up to the proposal due date since all sites are open to the public.

(c) Points of contact are:

Smithville Lake, Smithville

Derek Dorsey

(816) 389-3947

derek.r.dorsey@usace.army.mil

Christopher Liles

(816) 389-3880

Christopher.m.liles@usace.army.mil

Tuttle Creek Lake

Wyatt Cooper

(785) 539-8511(ext. 3170)

wyatt.m.cooper@usace.army.mil

Subcontracting Plans

IAW RFO FAR 19.109 Small business subcontracting plans

19.109(a)1(ii) In sealed bidding acquisitions, each invitation for bids to perform a contract that is expected to exceed $900,000 ($2 million for construction of any public facility) and that has subcontracting possibilities, must require the bidder selected for award to submit a subcontracting plan. If the selected bidder fails to submit a plan within the time limit prescribed by the contracting officer, the bidder will be ineligible for award.

(End))

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		

52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02
52.214-12	Preparation of Bids.	1984-04
52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	2026-02
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm-fixed price contract resulting from this solicitation.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations System (FAR)

https://www.acquisition.gov/far

Defense Federal Acquisition Regulation Supplement

https://www.acquisition.gov/dfars

Revolutionary FAR Overhaul

https://acquisition.gov/far-overhaul/far-part-deviation-guide

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _DFARS (48 CFR Chapter__2__) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section 00 21 13 - Instructions to Bidders

PARTNERING WITH US

DEFINITIZATION OF REQUESTS FOR EQUITABLE ADJUSTMENTS RELATED TO CHANGE ORDER UNDER CONSTRUCTION CONTRACTS: A description of agency policies and procedures that apply to equitable adjustments for change orders under construction contracts as well as data on the agency's past performance regarding the time required to definitize equitable adjustments can be found on the USACE agency website Partnering With Us (https://www.usace.army.mil/Business-With-Us/Partnering/). The website includes the Construction Project Partnering Playbook, the Construction Contract Modification Process, Construction Contract Modification Process Past Performance Data, and the Firm-Fixed-Priced Contract Changes Playbook.

*** END OF NARRATIVE ***

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

Evaluation of Options (Feb 2026) (Deviation 2026-O0038)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	2020-04		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-

and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and

efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual Representations and Certifications.	2025-10	Alternate A	2025-10

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (e) applies.

[ ] (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

[ ](vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ](vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered

(include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

ANTITERRORISM/OPERATION SECURITY (AT/OPSEC)

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for

employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.214-28	Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	2026-02	Deviation 2025-O0003	2025-03
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04

52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	2026-02	Deviation 2025-O0003	2025-03

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.226-7003	Drug-Free Work Force.	2024-08		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-8	Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310_.

(2) The small business size standard is _$45,000,000.00

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days from Notice to Proceed (NTP)**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		

52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.211-13	Time Extensions.	2000-09
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-16	Liquidated Damages-	2026-02

	Subcontracting Plan. (Deviation 2026-O0038)	
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-33	Notice of Requirement for Project	2026-02

	Labor Agreement. (Deviation 2026-O0038)	
52.222-34	Project Labor Agreement. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04

52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-8	Discounts for Prompt Payment.	2002-02

52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-25	Prompt Payment.	2017-01
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02

52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-	2026-02

	O0038)	
52.246-12	Inspection of Construction.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of	2023-01		

	Covered Defense Telecommunications Equipment or Services.	
252.204-7022	Expediting Contract Closeout.	2021-05
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	2018-12
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01

252.227-7033	Rights in Shop Drawings.	1966-04
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$650.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items.	2008-05

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) *Definitions*. As used in this clause-

*Postconsumer material*means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to __Christopher W. Anderson, christopher.w.anderson@usace.army.mil.

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest

offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			

Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			
Foreign construction material.		———	———
Domestic construction material.	———	———	———

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize

payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-16	Progress Payments. (Deviation 2026-O0038)	2026-02

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii)

shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) *Definitions*. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract **TBD**, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited

rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations System (FAR)

https://www.acquisition.gov/far

Revolutionary FAR Overhaul

https://acquisition.gov/far-overhaul/far-part-deviation-guide

Defense Federal Acquisition Regulation Supplement

https://www.acquisition.gov/dfars

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

None

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: **See Page 1 of Smithville Lake Tuttle Creek Lake FY25 OD ROADWORK PROJECTS Drawing Package**

(End of clause)

Section 00 73 00 - Supplementary Conditions

Wage Determinations

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder, offeror or contractor to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-389-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the wage rates and fringe benefits contained in the Decisions of the U. S. Secretary of Labor, attached to and a part of this contract, all work is considered Highway Construction.

Smithville Lake-Clay County

https://sam.gov/wage-determination/MO20260001/1

Tuttle Creek Lake-Riley County

https://sam.gov/wage-determination/KS20260146/0

Physical Data

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of, or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

(b) Weather conditions: Each bidder should satisfy himself/herself as to hazards likely to arise from weather conditions before submitting his/her bid. Complete weather records and reports may be obtained from the local National Weather Service Office.

(c) Transportation facilities: Each bidder should obtain necessary data as to access highway and railroad facilities before submitting his/her bid. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for

completion of work.

Commencement, Prosecution, and Completion of Work

The Contractor *shall* be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **270**.* The time stated for completion *shall* include final cleanup of the premises.

* The *Contracting Officer shall* specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons - such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by theU.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, aU.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs. gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: W912DQ26BA005

Line 7 "Name and address of the acquiring agency":

U.S. Army Corps of Engineers, Kansas City District

ATTN: Christopher Anderson, CECT-NWK-C

Federal Building

601 E. 12th Street, RM 647

Kansas City, Missouri 64106-2896

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion /submission of IRS Form W-14. Additional information is also available at: Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

FAR 29.204 expressly states that "[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966216 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS TURTLE CREEK PROJECT OFFICE, 5020 TURTLE CREEK BLVD. MANHATTAN, KS 66502 UNITED STATES
Option Line Item 0002	Inspection and Acceptance Location Both Destination Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966216 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS TURTLE CREEK PROJECT OFFICE, 5020 TURTLE CREEK BLVD. MANHATTAN, KS 66502 UNITED STATES
Option Line Item 0003	Inspection and Acceptance Location Both Destination Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966454 CountryCode: USA

	ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0004	Inspection and Acceptance Location Both Destination Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item	Inspection and Acceptance Location Both Destination

0006	Instructions: In accordance with (IAW) the Statement of Work (SOW) and specifications. DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0007	Inspection and Acceptance Location Both Destination Instructions: IAW the SOW and specifications. DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0008	Inspection and Acceptance Location Both Destination Instructions: IAW the SOW and specifications. DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966216 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS TURTLE CREEK PROJECT OFFICE, 5020 TURTLE CREEK BLVD. MANHATTAN, KS 66502 UNITED STATES
Option Line Item 0002	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966216 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS TURTLE CREEK PROJECT OFFICE, 5020 TURTLE CREEK BLVD. MANHATTAN, KS 66502 UNITED STATES

Option Line Item 0003	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0004	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line	**Delivery Schedule** From date of lead time event to completion of performance

Item 0005	360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0006	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0007	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt

	Quantity 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES
Option Line Item 0008	**Delivery Schedule** From date of lead time event to completion of performance 360 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 966454 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS SMITHVILLE PROJECT OFFICE, 16311 DD HWY SMITHVILLE, MO 64089-0428 UNITED STATES

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		

52.247-34	F.o.b. Destination.	1991-01
52.247-35	F.o.b. Destination, Within Consignee's Premises.	1984-04

Section 01 00 00 - General Requirements

Requirements

The U.S. Army Corps of Engineers (USACE), Smithville Lake and Tuttle Creek Lake has a need for roadway and parking lot rehabilitation of public use areas. The work consists of furnishing all labor, equipment, materials, and services required to complete in-place pulverization of existing roadway, hot mix asphalt paving, chip seal, crack fill, pavement surfacing sealing, and pavement striping. Optional CLINs may or may not be exercised as part of the Contract.

0001
Product Service Code : Y1LB

W912DQ25CXXXX

US Army Corps
of Engineers ®
Kansas City District

SMITHVILLE DAM AND RESERVOIR
TUTTLE CREEK DAM AND RESERVOIR
FY26 OD ROADWORK PROJECT

SMITHVILLE, MISSOURI

MANHATTAN, KANSAS

DEPARTMENT OF THE ARMY
Kansas City District, Corps of Engineers
601 E. 12th Street
Kansas City, Missouri 64106

SPECIFICIATIONS FOR CONSTRUCTION OF
SMITHVILLE DAM AND RESERVOIR
TUTTLE CREEK DAM AND RESERVOIR
FY26 OD ROADWORK PROJECT

Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION	TITLE

DIVISION 01 – GENERAL REQUIREMENTS

01 12 00	DESCRIPTION OF WORK AND GENERAL REQUIREMENTS

DIVISION 32 – EXTERNAL IMPROVEMENTS

32 01 13.62	BITUMINOUS SURFACE SEALING TREATMENT
32 01 17.61	SEALING CRACKS IN ASPHALT PAVING
32 01 18	PULVERIZATION IN PLACE
32 11 13	BITUMINOUS TACK COATS
32 11 23	AGGREGATE BASE
32 11 26	HOT-MIX ASPHALT FOR ROADS
32 12 36	SEAL COATS – CHIP SEAL
32 17 23.16	ROAD AND PARKING LOT PAVEMENT MARKINGS
32 92 19	SEEDING

SECTION 01 12 00
FY26 OD Roadwork Project
Description of Work and General Requirements

1. GENERAL

1.1 Project Description

The U.S. Army Corps of Engineers (USACE), Smithville Lake and Tuttle Creek Lake has a need for roadway and parking lot rehabilitation of public use areas. The work consists of furnishing all labor, equipment, materials, and services required to complete in-place pulverization of existing roadway, hot mix asphalt paving, chip seal, crack fill, pavement surfacing sealing, and pavement striping. Optional CLINs may or may not be exercised as part of the Contract.

1.2 Project Location

The work is located at public use areas of the United States Army Corps of Engineers (USACE). Refer to the drawings for the location of proposed repairs at each lake project. The project offices are located as follows:

1.2.1 Physical Address:

Smithville Lake
Smithville Project Office
U.S. Army Corps of Engineers
16311 County Rd DD
Smithville, Missouri 64089

Tuttle Creek Lake
Tuttle Creek Project Office
U.S. Army Corps of Engineers
5020 Tuttle Creek Blvd
Manhattan, KS 66502

1.3 Site Visit

Contractors are encouraged to attend the scheduled site visit on the solicitation prior to submitting a bid on this contract.

1.4 Points of Contact: Primary Contact (Contracting Officer's Representative)
Christopher Liles
christopher.m.liles@usace.army.mil
816-389-3880

1.4.1 Smithville Lake

Primary Contact:
Derek Dorsey
Phone: (816) 389-3947
Email: derek.r.dorsey@usace.army.mil

Alternate Contact:
Mitchell Roberts
Phone: 816-389-3100
Email: mitchell.w.roberts@usace.army.mil

1.4.2 Tuttle Creek Lake

Primary Contact:
Wyatt Cooper
Phone: (816) 389-3170
Email:wyatt.m.cooper@usace.army.mil

Alternate Contact:
Caleb Snider
Phone: (816) 389-3796
Email: caleb.l.snider@usace.army.mil

1.5 Work Hours

The standard workday is 7:00 am to 4:30 pm Monday thru Friday, excluding Federal holidays. Work hours may be adjusted with approval of Contracting Officer. Any request for variation from these hours must be coordinated with the Contracting Officer at a minimum of 72 hours in advance.

1.6 Plans and Documentation

1.6.1 Contractor Daily Written and Photographic Documentation

Contractor must submit, by email to the Contracting Officer, a signed daily log of work conducted. Daily logs must be signed by the designated Quality Control Representative or their alternate. Contractor may use their own form for documentation or forms will be provided at the contractor's request. Photographs from each phase of the project are required and must be submitted to Contracting Officer. Photographs must have a time date stamp and accompany that day's report. Finalize and submit the daily log within 24 hours after the date covered by the report. As a minimum, prepare and submit one report for every seven days of no work and on the last day of a no work period. All calendar days need to be accounted for throughout the life of the Contract. The first report following a day of no work will be for that day only.

The following information must be included:

Date	Equipment Used	Total hours worked that day
Contractor Name	Precipitation	Controversial Matters
Weather description	Methods Used	Miscellaneous Remarks
Air temperature	Work completed that day	Accident/Safety Reporting
Size of crew	Problems encountered	Deficiency Tracking
Three Phases of Control	Test Reports to list of daily report narratives	

1.6.2 Insurance Requirements

Provide the minimum insurance coverage required by FAR 28.307-2 Liability, during the entire period of performance under this contract. Provide other insurance coverage as required by the state of Missouri. This applies to all sub-Contractors as well.

1.6.3 Payment and Invoices:

Requests for payment will be processed in accordance with the Contract Clause FAR 52.232-27 Prompt Payment for Construction Contracts and FAR 52.232-5 Payments Under Fixed-Price Construction Contracts. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies. The requests for payment must include the documents listed below.

a. The Contractor's invoice, showing in summary the basis for arriving at the amount of the invoice. Invoices must reflect the contract number, (Block 4 of the SF-1442).

b. The Payment Estimate for Contract Performance ENG Form 93 furnished by the Government.

c. Subcontractor and supplier payment certification.

1.6.3.1 Other documents, including but not limited to, that need to be received prior to processing payment include the following submittals as required. These items are still required monthly even when a pay voucher is not submitted.

a. Monthly Exposure report.
b. Updated Construction Progress Schedule
c. Solid Waste Disposal Report
d. Certified payrolls.
e. Daily Reports with photographs

1.6.3.2 Other supporting documents as requested. Each line item on an invoice must give a description including the Contract Line-Item Number (CLIN). Upon receipt, the Contracting Officer will certify that the requested amounts are appropriate prior to payments being made.

1.6.4 Certified Payrolls

Payrolls must be submitted weekly and in accordance with the US Department of Labor Form WH-347. Certified payrolls must be submitted starting from the Notice to Proceed, even if no physical work is occurring.

1.6.5 As Built and Red Line Drawings

1.6.5.1 Must include the identification of the work completed by the Contractor and must be on one set of Contract Drawings that were provided to the Contractor at the onset of the project.

1.6.5.2 Drawings must be kept on the project site, include all necessary information as outlined in the Scope of Work. Drawings must be updated as the work progresses and must be clearly legible. All markings must be either red or green. Red lines must denote deletions, and green lines must denote additions. Any variations from the awarded drawings must be noted on the red line drawings.

1.6.5.3 The Contractor must maintain two sets of redline as-builts throughout the contract, if discovered during demolition, place the location of existing underground utilities within the red line and as-built drawings. Redline drawings must be submitted at end of contract to the Government.

1.6.5.4 The as-built drawing package must reflect the same format as the awarded drawings. Within the as-built drawing package table of contents must be updated to reflect additions of any new sheet numbers. Any new sheets must be sequential to current sheets, if sheet number changes are required coordinate with the Contracting Officer. As-built submittal must be labeled as as-built and have the Prime Contractor’s company logo placed on the individual sheets. Label must not cover up any information contained on the sheets.

1.6.5.5 Upon completion of the project prior to final payment being made all redline drawings must be converted to as-built drawings. As-Built Drawings must reflect what was actually constructed or installed with dimensions and any variations from the contract documents. All As-Built Drawings must be submitted in .pdf form. USACE will supply a .pdf template for final pdf submittals.

1.7 Submittal Definitions

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

The Contractor is responsible for the requirements of this contract and is encouraged to review the document in detail and to provide inquiries to the Government as necessary prior to preparing a proposal. Before work is started, it is the contractor's responsibility to arrange with Contracting Officer a sequence of work, means of access, space for storage of materials and equipment, and use of approaches, corridors, stairways and/or driveways.

1.7.1 Quality Control Plan (QCP)

The Contractor must develop and maintain an effective quality control plan to ensure services are performed in accordance with specifications. Contractor must develop and implement procedures to identify, prevent, and ensure nonrecurrence of defective services. The QCP should contain a list of Definable Features of Work (DFOW) and a plan on how to incorporate the three phases of control throughout the project. The Contractor's quality control program is the means by which the contractor assures work complies with the requirement of the contract.

The QCP must be submitted within 30 calendar days after the contract has been awarded. After Government approval of the quality control plan the Contractor must receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. Work must not start until the QCP is approved.

Workmanship must be of the highest grade in accordance with the best modern practices to conform to the specifications for the work being performed. The Contractor must be responsible for quality control to ensure all components and workmanship meet requirements of this contract. Representatives of USACE reserve the right to inspect and witness the work, verify quality of workmanship and products used at any time, whether the work is performed in the field or at the Contractor's shop.

Submit a detailed Contractor Quality Control Plan (CQCP) that fully represents and conforms to the requirements of these specifications. At a minimum the CQCP is to include the following:

1.7.1.1 Personnel Responsibilities

Define responsibilities of personnel that ensure the quality requirements for this contract are met. All responsibilities such as Superintendent, Site Safety and Health Officer (SSHO), and Quality Control Manager (QCM) must be assigned to specific person and an alternate person. The alternate must be able to fulfill the duties when the primary is not on-site. One of these individual(s) must be onsite during construction operations and have the authority to act for the Contractor to include the authority to stop work which is not in compliance with the contract.

1.7.1.2 Role definitions

One individual can serve as the Superintendent, Quality Control Manager (QCM) and Site Safety and Health Officer if they meet the requirements of each role and are approved by the Contracting Officer. The Superintendent/ QCM/ SSHO must meet the minimum requirements as stated in the EM385- 1-1. Duties must include, but are not limited to, maintaining project status and communication with Government personnel, weekly progress reports including a weekly look ahead report. Coordination with the Contracting Officer is critical for outages and equipment delivery. All personnel on site are required to have a photo ID on their persons. The Government reserves the right to remove or reject personnel who do not meet qualifications or security requirements.

a. Superintendent is to direct the day-to-day operations on the construction site and control the short-term schedule as well as subcontractor coordination responsibilities.

b. Site Safety and Health Officer (SSHO) oversees inspecting site conditions to determine if hazards are present and has the authority to establish procedures and/or policies to overcome those hazardous situations.

c. Quality Control Manager (QCM) is responsible for managing and performing the daily QC responsibilities of the project to ensure the project is constructed in accordance with the established minimum standards. If minimal standards are not being met, the QCM has the authority to implement changes to achieve those standards. The QC Manager is responsible for reviewing all submittals and certifying that they are in compliance with contract requirements. The approving authority on submittals is the QC Manager unless otherwise specified.

1.7.1.3 Submit a clearly defined proposed procedures for quality control, product sampling and testing as part of the plan.

1.7.1.4 Proposed methods for product performance controls, including method and frequency of product sampling and testing both in raw material form and cured product form. All costs associated with the testing laboratory work for quality assurance and quality control, as well as rework required to meet project requirements, must be paid for by the contractor. No separate payment will be made for this work. It will be considered incidental to the work in which the material is utilized.

1.7.1.5 A scheduled performance and product test result review with the Contracting Officer at a regularly scheduled progress meeting.

1.7.1.6 Inspection Forms and guidelines for quality control inspections in accordance with the standards specified in this Contract and submitted with the CQCP.

1.7.1.7 Outline specific repair or replacement procedures for potential defects that may occur within the system being installed, provide repair or replacement procedures that are compatible with the materials or system being used. If a product is manufactured, the submitted Repair or Replacement Procedures must adhere to the product manufacturer's written specifications for repair or replacement.

1.7.1.8 Key personnel phone numbers including e-mails and all other staff must be included within the CQCP.

1.7.2 Contractor Experience and Qualifications

A statement letter of the Contractor’s experience on company letterhead.

The lead person, as well as, the Superintendent/QCM, project manager, and the on-site foreman must each have a minimum of three (3) years of experience with construction proposed and have demonstrated competency as well as experience to perform within the specifications contained in this contract. The name and relevant experience of each individual listed above or acting as a lead performing work on this contract must be submitted as an addendum with the Contractor Qualifications. The SSHO must meet the EM 385-1-1 Level 3 requirements.

1.7.3 Project Schedule

After the Notice to Proceed is issued, the Contractor must submit a project schedule for approval within 14 calendar days. Physical work will not be started prior to the acceptance of a schedule. The project schedule must contain a chronological order of activities that demonstrates realistic progression to project completion. Each activity of the project must be broken down and have a duration. Each duration must have a proposed start and end date, as well as the cost associated with the individual construction activity. The project schedule must be maintained and at a minimum be updated monthly to reflect the actual progress being made.

1.7.3.1 Schedule Must Contain the Following

Submission of Administrative Preconstruction Submittals. (Insurance, AHA, APP, QC Plan, etc.)
Submission of all Technical Preconstruction Submittals.
Mobilization/Demobilization
Individual activities in a work break down structure, with a cost for each activity.
Walk through and Pre-Final Inspection
Walk through for Final acceptance of work.
Completion of final project requirements, such as Red Line or As-Built Drawings, Warranties, etc.

1.7.4 Warranty Management Plan

Develop a warranty management plan which contains information relevant to FAR 52.246-21 Warranty of Construction. At least 14 days before the planned pre-final walkthrough inspection, submit one set of the warranty management plan. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan narrative must contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract.

Assemble information electronically using .pdf format and contained in one single submittal package. Once assembled, turn over to the Government upon acceptance of the work. The construction warranty period must begin on the date of project acceptance and continue for the full product warranty period. Conduct a joint 1-year warranty inspection, measured from time of acceptance, with the Contractor and the Contracting Officer. The warranty management plan must include, but is not limited to, the following:

a. Roles and responsibilities of personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. For each warranty, the name, address, telephone number, and e-mail of each of the guarantor's representatives nearest to the project location.

1.7.4.1 In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

1.7.4.2 Following oral or written notification of required warranty repair work, respond in a timely manner. Written verification will follow oral instructions. Failure to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.7.5 Accident Prevention Plan

Contractor must prepare a site-specific Accident Prevention Plan (APP) using the mandatory ENG Form 6293 Accident Prevention Plan Worksheet. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Chapter 2-7, "Minimum Plan Requirements". The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written.

1.7.6 Activity Hazard Analysis (AHA)

An Activity Hazard Analysis must be provided prior to the start of any physical activity. The AHA must be in compliance with USACE EM 385-1-1, Chapter 2-6, “Activity Hazard Analysis (AHA) Requirements”. The AHA must address all foreseeable safety concerns including and not limited too; electrical safety, safety zone protection, fall protection, fire safety, personal protective equipment, signage/protective fencing, and hazardous material handling, etc.

1.7.7 Contractor Monthly Exposure Hours

The Contractor must track the number of man hours to perform the contract requirements. The total number of man hours per day must be submitted to the Government monthly or with the invoice from the date of the Notice to Proceed, even if no physical work is occurring.

1.7.8 Pre-Construction Survey

Before beginning any physical work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Contracting Officer showing the condition of the area of work and other areas adjacent that may be affected by the project. Electronic photographs will be acceptable as a record of existing conditions. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results to the Contracting Officer.

1.7.9 Variations

Variations from contract requirements require Contracting Officer approval pursuant to contract Clause FAR 52.236-21 Specifications and Drawings for Construction and will be considered where advantageous to the Government.

1.7.9.1 Considering Variations

Discussion of variations with the Contracting Officer before submission of a variation submittal will help ensure that functional and quality requirements are met and minimize rejections and resubmittals. For variations that include design changes or some material or product substitutions, the Government may require an evaluation and analysis by a licensed professional engineer hired by the contractor.

Specifically point out variations from contract requirements in a variation submittal. Failure to point out variations may cause the Government to require rejection and removal of such work at no additional cost to the Government.

1.7.9.2 Proposing Variations

When proposing variation, deliver a submittal, clearly marked as a "VARIATION" to the Contracting Officer, with documentation illustrating the nature and features of the variation including any necessary technical submittals and why the variation is desirable and beneficial to Government. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation. Any work done before an approval is received is performed at the Contractor's risk. Check the column "variation" of ENG Form 4025 for submittals that include variations proposed by the Contractor.

1.7.9.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.7.10 Waste Management Plan

Submit Construction Waste Management Plan within 15 days after notice to proceed. Revise and resubmit Construction Waste Management Plan until it receives final approval from the Contracting Officer, in order for construction to begin. Manage demolition debris/waste materials in accordance with the approved construction waste management plan.

An approved construction waste management plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Ensure all subcontractors receive a copy of the approved Construction Waste Management Plan. Include the following in the plan:

a. Identify the names of individuals responsible for waste management and waste management tracking, along with roles and responsibilities on the project.

b. Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.

c. Name of landfill to be used.

d. Description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site).

e. Identify any local jurisdiction requirements for waste management. Include those requirements, points of contact, etc.

1.7.10.1 Disposal of Waste Materials

All disposal materials must become property of the Contractor unless otherwise noted. The Contractor must transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

1.7.10.2 Concrete Rinsate

Concrete trucks may be washed out only in designated areas that have been approved for collecting spent material. Rinsate areas will be designated by Contracting Officer, if required, following contract award. The designated area must be located to prevent contaminated runoff from discharging from the site.

1.7.10.3 All other wastes generated during Contractor operations must be disposed of by the Contractor at his/her expense. Dispose of materials in accordance with contract documents.

1.7.10.4 Solid wastes (excluding clearing debris) must be placed in Contractor provided containers which are emptied on a regular schedule. Handling, storage, and disposal must be conducted to prevent contamination. Segregation measures must be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor must verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor must comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

1.7.10.5 Wastes classified as hazardous wastes under the Resource Conservation and Recovery Act must be disposed of, unless otherwise specified in this contract. No hazardous waste must be disposed of without prior review of the disposal documents, and the approval of the Contracting Officer and the Environmental Coordinator, or his designated representative. The Contractor must provide an original copy of the disposal document from the approved EPA or State permitted disposal facility for each shipment of hazardous waste generated in this project to the Contracting Officer.

1.8 Submittals

The Contractor must provide to the Government submittals identified within this contract. Submittals are required for approval to ensure Contract compliance and will require approval prior to proceeding. Submittals must be communicated via email to the contacts listed in paragraph 1.4, of 01 12 00. Once submittals are received, the government has 15 working days for review and acceptance. Submission and approval of all preconstruction submittals is required prior to commencement of construction..

All submittals must have an accompanying ENG form 4025. Each ENG form 4025 must be sequentially numbered in accordance with the instructions on the form. The Government will respond to the Contractor’s submittals via email. The Government’s approval of submittals must not be construed as a complete check of the contract requirements. Government approval will be an indication of a satisfactory submittal of the general method of compliance with the requirements of the contract. Government approval will not relieve the Contractor of the responsibility for contract compliance.

Government disapproved submittals must be resubmitted by the Contractor addressing corrections and contract compliance. At the discretion of the Government, the Contractor may be directed by the Government to proceed with work in advance the submittals; however, the Contractor must practice due diligence and continuity with the submittal process. Each specification section identifies submittals

required for approval for the related work. For General Requirements, at a minimum, submit the following submittals for approval:

1.8.1 Preconstruction Submittals

1.8.1.1	Daily Log Format
1.8.1.2	Insurance
1.8.1.3	Quality Control Plan
1.8.1.4	Project Schedule
1.8.1.5	Waste Management Plan
1.8.1.6	Accident Prevention Plan
1.8.1.7	Activity Hazard Analysis
1.8.1.8	Preconstruction existing conditions survey (each Lake Project)
1.8.1.9	Traffic control plans for each Lake Project

1.8.2 Certificates

1.8.2.1	Contractor's Qualifications

1.8.3 Closeout Submittals

1.8.3.1	Daily Reports along with Daily Photographic Documentation
1.8.3.2	Contractor Exposure Hours
1.8.3.3	Red Lined Drawings
1.8.3.4	As-Built Drawings
1.8.3.5	Disposal of Waste Documentation
1.8.3.6	Warranty Management Plan

1.8.4 All submittals (one copy of each) must be sent electronically or hard copy to the following:

Primary Contact (COR):

U.S. Army Corps of Engineers
CENWK-ODT-M, 4th Floor
ATTN: Christopher Liles
601 E. 12th St.
Kansas City, Missouri 64106
Telephone: 816-389-3880
E-mail: christopher.m.liles@usace.army.mil

Alternate Contact:

U.S. Army Corps of Engineers
CENWK-ODT-M, 4th Floor
ATTN: Madeline Akers
601 E. 12th St.
Kansas City, Missouri 64106
Telephone: 816-389-2078
E-mail: madeline.r.akers@usace.army.mil

1.9 Measurements and Quantities

The Contractor must verify all measurements at the project site and must be responsible for all dimensions, fittings, and the proper installation of all materials and equipment specified.

1.10 Permits

The Contractor must be responsible for working with USACE in obtaining any required permits.

1.10.1 Hot Work Permit

The Contractor must be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

1.11 Safety Requirements

1.11.1 Protection from Hazards

During progress of work, the Contractor must protect all personnel, whether Government or civilian, from any and all safety hazards caused by the construction operations.

1.11.2 Traffic Control

Work is located within a public use area and the contractor should take precautions to limit the general public from entering the proximity of the construction location. Contractor must provide all temporary signs, markers, and personnel as necessary to maintain safety in the worksite. All signs must conform to the latest edition of the Manual of Uniform Control Devices (MUTCD).

A. When a street must be closed to traffic because of the location of the access point, submit a detailed Traffic Control Plan to the Contracting Officer at least 10 working days in advance. Meet the requirements of the local agency having jurisdiction over traffic control.

B. Provide labor, signs, barricades, cones, arrow boards, flaggers and any additional equipment necessary to complete the work.

1.11.3 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (2024)

EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil (at the HQ homepage, select Safety and Occupational Health). Select the appropriate manual. The Contractor must be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

2024 Version:

https://www.usace.army.mil/Missions/Safety-and-Occupational-Health/

1.11.4 Utilities Clearance

At least 72 hours prior to any excavation Missouri 811 or 1-800 292-8989 or Kansas 811 or (316) 687-2470, must be contacted for utilities clearances.

1.12 Special Requirements

1.12.1 The Contractor must survey any underground existing utilities discovered during construction and provide locations within the as-built drawing package. The survey must be overlaid on a map of the area that depicts proximity to above ground features within the As-Built Drawings.

1.12.2 Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the Contracting Officer. Coordinate the work of this section with all other work indicated.

1.12.3 Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove dust, dirt, and debris from work areas daily.

1.12.4 Protect trees within the project site which might be damaged during demolition. At the discretion of the Contracting Officer, erect and secure fence a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Replace any tree designated to remain that is damaged during the work under this contract with like-kind or as approved by the Contracting Officer.

1.12.5 Maintain existing utilities indicated to stay in service and protect against damage during demolition operations. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

1.12.6 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the site.

1.13 Security

1.13.1 In unoccupied facilities, the Contractor must be responsible for the security of the facility, i.e., all exterior doors and windows must be closed and locked, entry gates must be closed and locked, etc.

1.13.2 The Contractor must not be on site without prior notification to the Corps of Engineers Contracting Officer or otherwise designated person(s).

1.13.3 Contractor personnel must have valid civilian ID's and Contractor vehicles must have a valid registration.

1.14 Antiterrorism /Operation Security Requirements

1.14.1 General security requirements and guidance

The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters must be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel must complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor must provide written documentation (e.g., email or memorandum) to the Government representative. The documentation must include the names of contract personnel trained and which training they completed; the Contractor must maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel must comply with Force Protection Condition (FPCON) measures,

Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor must ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.14.2 Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)

All contract personnel must receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

1.14.3 Pre-screen candidates using E-Verify Program

Contractors must comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates must be provided to the Contracting Officer no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

1.15 Applicable Publications

The publications referenced herein must be the most recent at the time of solicitation. If a discrepancy is noted, it should be brought to the attention of the Contracting Officer immediately for clarification.

1.16 Worksite Housekeeping

The Contractor must remove all trash and disposal material from the worksite before the end of each day. The Contractor must take all possible precautions to maintain the work site, always in a condition that will prevent damage or injury to person or property, Government or otherwise.

1.16.1 The Contractor must be responsible for all damages caused by the negligent acts or omissions of his employees, sub-contractors, or agents during Contract performance. Do not allow scrap/waste materials to accumulate on-site; transport immediately from the Government property and legally dispose of them at the end of each working day. The contractor will not be permitted to sell salvaged material on Government property. No persons other than the Contractors or sub-contractors’ employees must be allowed to remove salvage from the site.

1.16.2 Schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, and property occupants. Excavated material will become the responsibility of the Contractor and must be hauled off and disposed of in accordance with Federal and State Regulations, unless directed by the Contracting Officer to dispose at location on Government property.

1.16.3 Contractor is not to use the general public “on-site dumpsters,” for to dispose of waste materials. The site must be left the same or in better condition prior to construction. The site must be clean, free of any construction related materials and trash, upon completion of the work.

1.16.4 If any items are allowed to be stockpiled per the Contracting Officer, such items must be placed in an orderly manner (i.e. dirt, rock, etc., in piles at a specified location and stackable items such as pipe, brick, lumber, etc., stacked off the ground on pallets in an orderly manner).

1.17 Responsibility for Damage

1.17.1 Damage to Personal Property

The Contractor must be solely responsible for all damage to Government and occupant personal property caused by the Contractors' personnel, subcontractors, his agents, or by the performance of his work.

1.17.2 Damage by Negligence

1.17.2.1 The Contractor's attention is directed to the fact that the work to be performed is in areas used by the public. It must be the responsibility of the Contractor to provide the controls necessary to prevent any interference by the public to his operations. The Contractor must take all necessary and reasonable precautions to secure the area against vandalism and to ensure the safety and well-being of the public until final acceptance by the Government.

1.17.2.2 Damage resulting in gas leaks, electrical outages, loss of heat during cold weather, water leaks, unsecured facilities, weather damage, or oil/hazardous waste spills must be responded to by the Contractor within 2 hours and repaired within one workday. If the Contractor fails to comply with these requirements, the Government reserves the right to repair the damage and charge the cost to the Contractor. Contractor must protect all areas through which he will be transporting demolition debris or construction materials. All structures, including roadways, must be carefully protected from damage by equipment or the impact of stones or blocks. Any damaged turf, sidewalks, roads, vegetation, site amenities, etc., must be replaced or repaired by the Contractor prior to final Contract closeout at the Contractor’s expense.

1.18 Environmental Requirements

1.18.1 The Contractor must minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. The Contractor must comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor must be responsible for any delays resulting from failure to comply with environmental laws and regulations. During construction, the Contractor must be responsible for identifying, implementing, and submitting for approval any additional requirements for environmental compliance.

1.18.2 If any cultural and/or human remains are inadvertently uncovered during construction, the work is to be halted until appropriate project and district personnel are notified and the remains are evaluated for National Register of Historic Places (NRHP) significance.

1.18.3 No clearing of trees will occur between 1 April and 31 October.

1.18.4 Environmental Protection

Prior to the delivery of any material to the site, and before the start of any onsite construction activities, the Contractor and the Government Representative must make a joint site survey. This survey will include a review of work constraints and resources specifically identified as environmental features requiring protection along with the condition of trees, shrubs, and grassed areas immediately adjacent to the site of work and access route(s), as applicable. The Contractor must protect those environmental features included in this survey and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract. The Contractor will review the requirements in this Section and any notes from the joint site survey with each worker prior to them beginning work at the site.

1.18.4.1 Environmental Assessment of Scope of Work Deviations

Any deviations requested by the Contractor, from the drawings, plans and specifications, which may have an environmental impact, will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.18.4.2 Water Resources

The Contractor must monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals must not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities must be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor must be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

1.18.4.3 Sound Intrusions

The Contractor must keep construction activities under surveillance and control to minimize environment damage by noise. All equipment to have factory installed muffler system and comply with standard equipment decibel ratings.

1.18.4.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants, and oil must be managed and stored in accordance with all Federal, State, Regional, and local laws, and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws, and regulations.

1.18.4.5 Previously Used Equipment

The Contractor must clean all previously used construction equipment prior to bringing it onto the project site. The Contractor must ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor must consult with the USDA jurisdictional office for additional cleaning requirements.

1.19 Temporary Fencing

1.19.1 At the Contracting Officer's discretion, all areas of construction or areas that would affect the security of the facility must be fenced with polyethylene plastic safety fence, orange color, 48" high, and 4" maximum mesh openings. Fencing must be secured to steel posts on the side away from the excavation unless otherwise approved in advance by the Contracting Officer.

1.19.2 The bottom of the fence must generally follow the contour of the ground. Maximum spacing of the steel posts must be ten feet.

1.20 Utilities

The Contractor is responsible for providing utilities for their employees. This must include but not limited to electric, water, and restrooms.

1.21 Post Award Meetings

1.21.1 Partnering Meeting

1.21.1.1 Prior to commencement of any work being performed on site, the contractor must participate in a partnering meeting with the Contracting Officer and other pertinent Government officials. During the partnering meeting parties must discuss the QC plan required by this contract. The purpose of this meeting is to develop a mutual understanding of the administrative requirements of the Contract including but not limited to: daily reporting, invoicing, value engineering, safety, outage requests, hot work permits, schedule requirements, quality control, shop drawings, submittals, cybersecurity, prosecution of the work, government acceptance, final inspections and contract close-out. Contractor must present and discuss their basic approach to scheduling the construction work and any required phasing. This applies to all on-site and off-site work.

1.21.1.2 At the meeting, the Contractor will be required to explain how three phases of control will be implemented for each Definable Feature of Work (DFOW). Contractor's personnel required to attend must include the QC Manager, project manager, and superintendent. Minutes of the meeting will be prepared by the Contracting Officer and signed by both the Contractor and the Contracting Officer. A copy of the signed minutes must be distributed to all attendees. Repeat the coordination and mutual understanding meeting when a new QC Manager is appointed.

1.21.2 Pre-Construction Progress Meetings

Within two weeks after the partnering meeting, the Contractor must schedule bi-weekly meetings with the Contracting Officer to discuss the progression of the project. At these meetings the Contractor must provide updates to schedule of submissions and apprise the Government of problems, if any, being experienced. The Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and answer any questions regarding submissions. Appropriate action must be taken to resolve outstanding issues. These meetings must be at no additional cost to the Government.

1.21.3 Construction Quality Control Meetings

After the start of construction, the QC Manager must conduct QC meetings once per week at the work site with the superintendent and Contracting Officer responsible for the ongoing and upcoming work. The QC Manager must prepare the minutes of the meeting and provide a copy to the Contracting Officer

within two working days after the meeting. As a minimum, the following must be accomplished at each meeting:

a. Review the schedule and the status of work and rework;

b. Review the work to be accomplished in the next week and documentation required;

c. Resolve QC and production problems (RFIs, etc.);

d. Address items that may require revising the QC plan

1.22 Three Phases of Control

The three phases of control must adequately cover both on-site and off-site work and must include the following for each Definable Feature of Work, (DFOW).

1.22.1 Preparatory Phase

Notify the Contracting Officer at least two workdays in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and foreman (if different) responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily CQC Report and in the QC checklist. Perform the following prior to beginning work on each definable feature of work:

a. Review each paragraph of the applicable specification sections;

b. Review the contract drawings;

c. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;

d. Review the testing plan and ensure that provisions have been made to provide the required QC testing;

e. Examine the work area to ensure that the required preliminary work has been completed;

f. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;

g. Review the APP and appropriate Activity Hazard Analysis (AHA) to ensure that applicable safety requirements are met, and that required Safety Data Sheets (SDS) are submitted; and

h. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.

1.22.2 Initial Phase

Notify the Contracting Officer at least two workdays in advance of each DFOW's initial phase completion. Conduct the Initial Phase with the superintendent or foreman (if different) responsible for that DFOW. The initial phase review must be scheduled once a representative sample of the DFOW is complete and ready for inspection. Sample must be sufficient to determine Contractor compliance with the contract requirements. Document the results of the Initial Phase in the daily CQC Report and in the QC checklist. Perform the following for each DFOW:

a. Establish the quality of workmanship required;

b. Resolve conflicts;

c. Ensure that testing is performed by the approved laboratory; and

d. Check work procedures for compliance with the APP and the appropriate AHA to ensure that applicable safety requirements are met.

1.22.3 Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily CQC Report and in the QC checklist:

a. Ensure the work is in compliance with contract requirements;

b. Maintain the quality of workmanship required;

c. Ensure that testing is performed by the approved laboratory.

d. Ensure that rework items are being corrected; and

e. Assure manufacturers' representatives have performed necessary inspections, if required.

1.22.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases must be conducted on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW is resumed after substantial period of inactivity, or if other problems develop.

1.23 Resident Management System (RMS)

Use of the Resident Management System is optional for the Contractor. The Contractor will access the current system using the Contractor Mode (RMS CM) and will be required to follow all requirements of this section.

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government will access the system using the Government Mode of RMS (RMS GM). If the Contractor chooses to utilize RMS, the Contractor will access the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor may access RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring

Scheduling
Closeout
Import/Export of Data

If the contractor chooses to use RMS, the Contractor must be prepared to transition from the Resident Management System (RMS) to the new Construction Management Platform (CMP) at any time during the period of performance of this contract, once the USACE enterprise implements this change. The Contractor's obligation to transition from RMS to the CMP system is a requirement of this contract. Therefore, additional time or cost increase to complete this transition will not be considered. In the event of the transition, RMS project information will be migrated to CMP by the government and available in the CMP system. After the transition, the Contractor must utilize the CMP system to perform all contract administration functions previously required in RMS, including all areas listed above. After the transition, “RMS” and “CMP” will be synonymous for all “Resident Management System” and “RMS” references in this contract’s specification. To facilitate the transition from RMS to CMP, online training for the CMP system will be made available to the Contractor with enough time to train staff, prior to the transition occurring.

1.23.1 RMS Software

RMS is a web-based application. To utilized, download and install the latest version of RMS within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals, access and installation instructions, program updates and training information are available from the RMS website (https://rms.usace.army.mil). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.23.2 Contract Database-Government

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA)comments, as well as other miscellaneous administrative information.

1.23.3 Contract Database-Contractor

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. If the Contractor chooses to utilize RMS then the Contractor is responsible for entering the following items:

1.23.3.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.23.3.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within seven calendar days of receiving access to the Contract in RMS or within seven calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone

numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.23.3.2 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.23.3.3 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.23.3.4 Reports

Track the status of the project using the reports available in RMS. The value of these reports reflects the quality of the data input. These reports include but are not limited to the Progress Payment Request worksheet, Quality Control (QC) comments, Deficiency Tracking Log, Submittal Register Status, and Three-Phase Control worksheets.

1.23.3.5 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response. Provide status at weekly or bi-weekly progress meetings.

1.23.3.6 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule. The sum of pay activities equals the total Contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

1.23.3.7 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the Contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data, either electronically or by hard copy.

1.23.3.8 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Link each deficiency and QC test to a pay activity. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments. Provide within seven calendar days of Government acceptance of the CQC Plan.

1.23.3.9 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report.

1.23.3.10 Deficiency Tracking

Use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor, or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. Enter each deficiency into RMS the same day that the deficiency is identified. Monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

1.23.3.11 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS, and upload meeting minutes of the meetings. Worksheets for the three-phase control meetings are generated within RMS.

1.23.3.12 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.23.3.13 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, and as required by any other applicable Federal, State or local agencies.

1.23.3.14 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.23.3.15 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

1.23.3.16 Submittal Management

Enter all current submittal data and information into within the time frame directed by the Contracting Officer. Contractor is responsible for entering Activity Numbers for each submittal item corresponding to their Schedule. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where

hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the Contract.

Contractor may request submittals to be added to RMS throughout the lifecycle of the project. Approval/disapproval of Contractor requests are at the discretion of the Contracting Officer. Submittals entry into RMS must be updated daily or as practical for performance of the Contract, as approved by the Contracting Officer.

1.23.3.17 Schedule

Enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file.

1.23.3.18 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

1.24 Time Extensions for Unusually Severe Weather

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with:

a. This provision specifies the procedure for section (d) of the CONTRACT CLAUSE 52.249-10 titled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

   (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
   (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities for the duration of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON (5) DAY WORK WEEK *

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Smithville, MO	31	21	4	5	7	7	6	6	5	4	14	31
Manhattan, KS	31	21	4	6	8	8	7	6	6	6	14	31

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the duration of the contract, the Contractor must record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the Contractor's scheduled workday.

d. Within ten days of the following month, the Contractor must provide in writing a list of their proposed dates of the actual adverse weather delay days for each month. The number of actual adverse weather delay days must include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)". After the original contract completion date has passed, adverse weather that causes delay to the completion of the project will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from workdays to calendar days.

* Monthly anticipated weather delay days must be adjusted proportionally if work is scheduled to be performed in a work week with greater than or less than a five-day work week. The following formula must be used to adjust the monthly anticipated weather delays:
Adjusted monthly anticipated weather delays = A multiplied by (B divided by C); where A = The monthly anticipated adverse weather delay for a particular month based on a five-day work week. B = The actual average number of days work is scheduled to be performed in a work week during that particular month. C = The number five (5) e.g., If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a six-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows: 10 x (6/5) = 12 days.
* Monthly anticipated weather delay days must also be adjusted proportionally for those situations involving a fractional part of a month. Some examples are the month Notice to Proceed is acknowledged and the month of the original contract completion date. The following formula must be used to adjust the monthly anticipated weather delays:
Adjusted monthly anticipated weather delays = D multiplied by (E divided by F); where
D = The monthly anticipated adverse weather delay for a particular month.
E = The number of calendar days during that fractional part of a particular month.
F = The number of calendar days in that particular month. eg., The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the twentieth (20th) day of a thirty (30) day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows: 9 x (20/30) = 6 days.

1.25 FIELD OFFICE OVERHEAD (FOOH) ACCOUNTING METHOD

NOTICE TO OFFEROR: Offerors will have to declare below the single accounting practice that you will apply to this contract to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(c), an accounting practice that varies from modification to modification is not allowed. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE
Field Office Overhead Per Diem Rate paragraph below for more information on this accounting practice.

2. DIRECT COST DISTRIBUTION BASE FOR PERCENTAGE MARKUP
Field Office Overhead Percentage Markup paragraph below for more information on this accounting practice.

3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE

If you choose 3, you must describe the accounting practice in sufficient detail below to allow the contracting officer to determine what account practice is being utilized by your company and that it complies with the FAR.

1.25.1 Field Office Overhead Per Diem Ratee

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no percentage markup for field office overhead shall be allowed. Additionally, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead using only a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN.

1.25.2 Field Office Overhead Percentage Markup

If any change to the contract issued pursuant to the changes Clause, or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost, or in the time required for performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed. In such a case, payment of field office overhead shall be allowed for any change using only a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN.

2. MATERIALS
Not Applicable

3. EXECUTION
Not Applicable

SECTION 32 01 18
FY26 OD Roadwork Project
Pulverization in Place

1. GENERAL

This work must consist of reclaiming (pulverizing) the in-place material to the depth and width shown on the plans. The combined material must be spread and compacted in accordance with the plans and specifications.

1.1 Items to Remain in Place

Comply with FAR 52.236-9 to protect existing vegetation, utilities, and improvements.

1.1.1 Existing Construction Limits and Protection

Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction.

1.1.2 Utility Service

Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.

1.2 Availability of Work Areas

Areas in which the work is to be accomplished will be available upon completion of the submittal process and approval from the Contracting Officer.

1.3 Submittals

1.3.1 Preconstruction Submittals

1.3.1.1 Proposed Process to be utilized
1.3.1.2 Proposed Equipment to be utilized

1.4 Dust and Debris Control

Prevent the spread of debris and avoid the creation of a nuisance or hazard in the surrounding area.

1.5 Existing Conditions

Before beginning any work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Contracting Officer. Provide electronic images will be acceptable as a record of existing conditions. Submit survey results to the Contracting Officer.

2. MATERIALS

2.1 In-Place Materials

In-place materials may consist of existing asphalt pavement, aggregate surfacing, and aggregate base. Resultant reclaimed materials will be referred to as modified base herein.

2.1.1 Water

Water must be added to achieve the desired moisture content. Water added must be free from deleterious concentrations of oils, alkalis, salts, sugars, vegetation, as well as other organic, chemical, or deleterious substances. The water must not cause an adverse effect on either the cementitious stabilizing agent or the reclaimed mixture. If the water is of questionable quality, it must be tested in accordance with AASHTO T 26 or ASTM C 1602 and conform to MODOT Section 1070

2.1.2 Reclaimed Asphalt Pavement (RAP) and Underlying Material.

RAP and underlying material must consist of the existing asphalt material, existing base course material, and/or subgrade material. The underlying materials must be free of roots, sod, topsoil, weeds, wood, or any material deleterious to its reaction with the cementitious stabilizing agent. The gradation of the processed (pulverized) material must meet the requirements of paragraph 3.2 of this specification.

2.2 Equipment

2.2.1 Reclaimer

The reclaimer must be capable of fully reclaiming the existing road to the depth required and mix the materials to produce a homogeneous material. A machine with a width less than 8 feet may be approved upon demonstration of sufficient mixing capabilities.

2.2.2 Grading Equipment

Grading equipment for pre-shaping, aerating, spreading and final shaping of the material is necessary. Equipment performing grading must have a cross-slope indicator mounted in view of the operator while the machine is operating.

2.2.3 Rollers

Compacting the reclaimed mix must be completed using self-propelled rollers, complete with properly operating scrapers and water spray systems. The number, weight and types of rollers must be as necessary to obtain the required compaction throughout the entire modified base thickness. A pneumatic roller of adequate size, a vibratory padfoot roller with an 84-inch-wide drum equipped with knockdown blade, and a single or double drum vibratory steel roller with a 10 ton minimum weight may be used in any combination to achieve density.

3. EXECUTION

3.1 General

3.1.1 Testing of In-Place Materials

The requirement for conducting laboratory testing of in-place materials prior to performing Construction. Obtain samples of the existing pavement and underlying base, to the depth specified to be reclaimed, and conduct laboratory tests to determine the optimum moisture content and maximum dry density using standard or modified Proctor moisture-density tests for use in compaction quality control. Laboratory testing must comply with ASTM (D698/D1557) or AASHTO (T 99/T 180) standards and methods. At a minimum, 4 samples are to be collected and tested along the existing roadway. The test areas must be at a minimum distance of 100 feet from the preceding test.

3.1.2 Layout

The Contractor is responsible for the string lining and layout of the roadway prior to work commencing. Elevations of the existing roadway must be referenced at 100-foot intervals to ensure the roadway elevation is constructed in accordance with the contract documents.

3.1.3 Weather Limitations

Reclamation operations must be completed when the atmospheric temperature, measured in accordance with MoDOT Test Method TM-20, is 50 F and rising. The weather must not be foggy or rainy and must not call for freezing temperatures within seven days after placement of any portion of the project.

3.1.4 Vegetation Removal

Grass and other vegetation must be removed from the edge of the roadway to be processed to prevent contamination of the material during the pulverization operation.

3.2 Pulverization

Pulverize or process the existing roadway to the depth and width shown on the plans to provide a uniform blend of aggregate materials to form a new modified base course layer. Adjust the tilling depth as needed to avoid incorporating subgrade soils below the original base aggregate into the aggregate. Pulverize the aggregate material until the nominal maximum aggregate size is less than 1.5-inches.

3.3 Compaction

Compaction equipment must conform to equipment requirements in specification section 32 01 18, paragraph 2.2. Compact the modified base course to a minimum of 95% of the combined materials dry density, as determined by laboratory testing requirements specified in paragraph 3.1.1. Adjust the moisture content of the modified base material by adding water to or aerating the material to bring the material within the required moisture content. In small irregular areas where the use of conventional compaction equipment is impracticable, use other equipment and methods to obtain compaction. The compacted modified base material must have uniform density and remain stable under construction traffic. If any of these requirements are not satisfied, reprocess, recompact and refinish the deficient areas.

3.4 Trimming

After compacting the modified base, trim the surface to the existing lines and grades. Trim the modified base by wetting, blading, and rolling. Compact the trimmed surface of the modified base with a smooth-wheel or a pneumatic-tire roller. When necessary, lightly scarify and blade the surface to eliminate equipment imprints while performing final rolling.

3.5 Curing and Protection

Protect the finished modified base against drying for 7 days after completion, or until the base is covered with surfacing, if covered before 7 days. Protect the finished modified base from drying by spraying with water to maintain a continuous moist condition. The Contractor may apply an asphalt prime coat instead of keeping the finished surface moist with water during the curing period. If this option is chosen, apply SS1H, CSS-1H or MC-250 at the rate of 0.22 gallons per square yard to achieve a minimum of 0.13 gallons per square yard residue. Multiple light applications may be necessary to obtain the specified rate of application without runoff.

3.5.1 Construction Traffic

Avoid placing construction loads or operating equipment until the modified base has cured and can withstand the loads without damaging the modified base. If the modified base deforms under the construction loads and cannot return back to its original condition, or if it deflects more than 1-inch, allow additional curing time before operating equipment on the modified base. Repair any damaged modified base.

3.5.2 Succeeding Course

Cover the finished, reclaimed modified base course with the surfacing type specified in the contract documents.

3.6 Widening Existing Shoulder Base

Prior to pulverization, strip the existing vegetation from the edge of the existing pavement to at least six inches beyond the planned new width of the base. If needed to increase material volume, place approved base material on the existing pavement so it can be mixed in with the existing pavement and base material during the pulverization operation to make a homogeneous base course across the entire width of the paved shoulder. Correct all areas of irregular grade or deficient thickness and remove and replace material contaminated with soil, organic material, or debris.

3.7 Additional Material

When additional material is to be added to correct cross slope deficiencies, use approved base material placed on the roadway prior to the final pass for pulverization and mix uniformly with the existing material.

3.7.1 Corrective Aggregate

Corrective aggregate, if required, may be placed either prior to or following pulverization. If applied following pulverization, the granular material must then be blended with the pulverized material by means of additional full depth mixing to form a homogeneous mixture prior to the application of cementitious material.

3.8 Cold Milling and Mixing Operations

3.8.1 Initial Compaction

The breakdown roller, padfoot or pneumatic, must not be behind by more than 500 feet. The padfoot roller, applying high amplitude and low frequency, or the pneumatic roller must perform initial compaction at enough passes until the roller walks out of the material. Walking out for the padfoot roller must be when light is clearly evident between all of the pads at the material-padfoot drum interface. Walking out for the pneumatic roller must be when no significant wheel impressions are left on the surface.

3.8.2 Shaping

After the completion of padfoot rolling, any remaining padfoot marks must be removed and the material spread using grading equipment to cut no deeper than the depth of the padfoot marks. The desired slope and shape must be achieved.

3.8.3 Intermediate and Final Compaction

The vibratory double-drum steel roller and pneumatic roller must compact the bladed material. The best combination of number of passes and order of rollers must be used to meet compaction requirements. The finish roll must not be Hi vibratory mode.

3.9 Quality Control

The contractor must be responsible for quality control (QC) of all material and the reclaiming process. Compaction only sampling and testing frequency must meet the minimum requirements as defined in the contractor's QC plan, that must be in accordance with MODOT established compaction testing schedule.

3.9.1 Smoothness

The completed surface must not vary more than 0.25 inch from the lower edge of a 10-foot straight edge placed on the surface parallel and transversely to the centerline. The contractor must correct humps exceeding this tolerance by trimming, milling or abrasive grinding. Feathering must not be permitted for repair of low areas. Depressions exceeding the specified depth tolerance must have a tack coat applied and filled with asphalt concrete just prior to placement of the final surfacing.

3.9.2 Traffic

Traffic must not be allowed on the completed modified base until a proof roll is conducted to verify the stability of the modified base layer. Proof rolling must be performed by driving a tandem dual wheel loaded dump truck or equivalent piece of equipment over the modified base finished product. The contractor must order this work to provide for prompt placement of the bottom lift of the asphalt course to minimize raveling of the base from traffic exposure. The maximum period of exposure on any given section of modified base must not exceed 14 calendar days as measured from, and counting the day that the modified base is first placed, to the day that the first lift is placed unless otherwise approved by the Contracting Officer.

3.9.3 Repairing

Areas in the recycled roadway that develop cracking and/or settlement after the reclamation process must be repaired. These repairs must be by deep patching and completed prior to placement subsequent layers. The existing asphalt surfacing material, base and subgrade soil as required must be removed and replaced with the type of asphaltic concrete being produced on the project at that time and properly compacted to produce a stable repair.

3.9.4 Moisture Content

Moisture content must be checked in accordance with ASTM D 2590. If the average moisture content is not within two percent of the optimum moisture content (corrected for oversized particles), then the moisture content must be adjusted by moisture addition with a water truck or by aeration. If the moisture content has been manipulated, the moisture content must be re-checked. The moisture content must be checked at minimum, of every first day of operations. After the first day, moisture content sampling frequency must be at a minimum of three tests per day or as directed by the Contracting Officer.

3.9.5 Depth Control

The reclaiming depth during all operations must be monitored regularly to determine compliance with the plans. The depth must be determined on each side of the reclaimer pass and must be adjusted immediately as necessary. Depth control must be verified once per day. The contractor must take precautions so as not to damage any existing drainage or pipes. Any pipes damaged by the contractor must be repaired or replaced at the contractor's expense as directed by the Contracting Officer.

3.9.6 Reclaimed Material Compacted Density

Density must be a minimum of 96% of the maximum dry density (MDD) corrected for oversized particles and determined in accordance with AASHTO T 99, Method C. Adjustments to the MDD for oversized particles must be determined in accordance with ANNEX A1 of AASHTO T 99. Density must be determined according to MoDOT Test Method TM-41. A minimum of two test strips must be completed to determine the optimum rolling pattern to obtain the required density. Test strips failing to meet the required density must be reprocessed. Test strips meeting density requirements must remain as part of the finished work. Care must be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new rolling pattern may need to be established if conditions change, or it found the required density is not achieved. After acceptance of the test strips, the minimum testing frequency must be every 500 feet.

SECTION 32 01 13.62
FY26 OD Roadwork Project
Bituminous Surface Sealing Treatment

1. GENERAL

These specifications represent part of the requirements for the contract. The contract plans must be used in conjunction with the specifications for the complete requirements of the contract.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Missouri Department of Transportation Standard Specifications

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2025 edition (including all subsequent supplements and updates).

Link to "MoDOT Standard Specifications:"

https://www.modot.org/missouri-standard-specifications-highway-construction

1.2 Submittals

1.2.1 Preconstruction

1.2.1.1 Certificate/Design Data – Mix Design

1.2.2 Product Data

1.2.2.1 Bituminous Distributors
1.2.2.2 Fine Aggregate
1.2.2.3 Emulsified Asphalt
1.2.2.4 Power Brooms and Power Blowers

1.2.3 Test Reports

1.2.3.1 Bituminous Materials
1.2.3.2 Aggregate Testing
1.2.3.3 Inspection Reports
1.2.3.4 Quality Control – Test Results of Mix Design Sample

1.3 Quality Control

Sampling and testing is the responsibility of the Contractor. Perform sampling and testing in accordance with the referenced MODOT Standard Specification, section 413. Contracting Officer may inspect testing facilities. Submit copies of the test results within 24 hours after completion of each test.

1.3.1 Construction Quality Control Testing

Sample and conduct aggregate gradation tests one working day prior for each material used and repeat each day of application. Submit copies of test results, within 24 hours after completion of each test. Repeat testing when there is a change in source, size, or material type.

1.4 Delivery, Storage, and Handling

Do not allow asphalt emulsions to freeze or boil. Replace defective or damaged materials.

1.4.1 Bituminous Delivery Tickets

For every distributor load of bituminous material brought to site, provide the following: manufacturer, manufacture date, lot number, storage tank number, total volume of bituminous material on truck, weight of bituminous material, and weight of dilution water added for emulsions. Include data for the type of bituminous material used: percent oil distillate by volume of emulsion (prior to field dilution), cutback residue from distillation to 680 F, penetration of penetration grade at 77 F.

1.4.2 Safety Precautions

Smoking or open flames will not be permitted within 25 feet of heating, distributing, or transferring operations of bituminous materials that are flammable.

1.5 Project Site Conditions

1.5.1 Environmental Requirements

Apply the bituminous surface treatment when the existing surface is dry, and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application. Apply bituminous surface treatment only when the existing surface or base course is dry or contains moisture not in excess of the amount that will permit uniform distribution of the asphalt material and provide the desired adhesion between the asphalt material and the materials underneath and above. Do not apply bituminous surface treatment when either the atmospheric temperature, in the shade, is below 50 degrees F or the pavement surface to be treated is below 70 degrees F unless otherwise directed. Do not apply if wind disperses bituminous material application. Delay application if rain appears imminent within 8 hours following time of application.

2. MATERIALS

2.1 System Description

Provide bituminous surface treatment on existing prepared pavement surface.

2.2 Mix Design

Contractor must submit a mix design for approval to the COR. At a minimum the Surface Sealing mix design must contain the following information on the job mix formula:

a. Emulsified asphalt source and properties required.

b. Fine aggregate source, Acid Insoluble Residue (AIR) results, absorption, and deleterious requirements required.

c. Blended aggregate gradation required.

d. Mixture performance test results required.

e. Additives and their sources required.

2.2.1 Mix Design Gradation Requirement

The fine aggregate, mastic materials such as mineral filler, and/or other additives that comprise the combined gradation must have 100 % of the material passing the No. 8 (2.36 mm) sieve. For spraying applications, the following mix gradation must be required:

Sieve	**Percent Passing**
No. 8	100
No. 16	95 - 100
No. 30	85 - 100
No. 50	40 - 70
No. 100	30 - 65
No. 200	25 - 60

2.2.2 Mixture Performance Requirements

The mixture must meet the following requirements:

Testing Requirement	**Min.**	**Max.**	**Test Method**
Maximum Wet-Track Abrasion Loss, grams per square meter.	--	80 g/m^2	TB 100 (ISSA) Modified[a]
Asphalt Content by Ignition Method, percent	30%	--	AASHTO T-308-08[b]
Percent Solids, Asphalt Residue by Evaporation, percent	48%	--	AASHTO T59, Section 6

[a] This method is modified to a three day soak and samples prepared per MoDOT TM 86.

[b] To account for high percentage of binder, sample size should be adjusted based on laboratory oven capability.

2.2.3 Required Additives

A minimum of 3% latex polymer by weight of wet mixture is required in the surface sealant treatment and must be listed in the job mix formula.

2.2.4 Other Additives

Any other material added to the mixture or to any of the component materials must be listed in the job mix formula.

2.2.5 Material Certification

The materials used in the mix design must be certified to meet the following specifications:

a. Bituminous Material. The bituminous material must be an asphalt emulsion in accordance with the following table. The bituminous material must show no separation after mixing. The emulsion must be sampled in accordance with AASHTO T 40.

Asphalt Emulsion (CSS)			
	Min.	**Max.**	**Test Method**
Viscosity, Saybolt Furol at 25 C, s	15	100	AASHTO T 72
Particle charge test	Positive[b]		AASHTO T 59
Residue, %	60	--	AASHTO T 59
Test on Residue from Distillation	**Min.**	**Max.**	**Test Method**
Penetration, 25 C, 100 g, 5 s,	30	100	AASHTO T 49

[b] If the particle charge test is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

b. Noncarbonated Fine Aggregate Requirement. The fine aggregate material (not including mastic material or additives) must contain 100 percent non-carbonate aggregate. The fine aggregate material must have an acid insoluble residue (AIR), MoDOT Test Method TM 76, of at least 75 percent insoluble residue.

c. Absorption and Deleterious Requirement. The absorption of the fine aggregate (not including mastic material or additives) must have a maximum absorption limit of 2.0 percent tested in accordance with AASHTO T84. The percentage of deleterious substances must not exceed the following values in accordance with AASHTO T113:

Item	**Percent by Weight**
Clay lumps	1.0
Total lightweight particles, including coal and lignite	0.5

Other deleterious substances	0.1

d. Lightweight fine aggregate. Sources not meeting the absorption limits or deleterious requirements above must be in accordance with the following requirements tested on the parent material:

Property	Percent Maximum Limit
Micro-Deval, ASTM D7428, percent, max	20
Los Angeles Abrasion for Lightweight Aggregate, MoDOT Test Method TM 78, percent, max	50

e. Water. Water must be potable and free of harmful soluble salts.

2.3 Equipment, Tools, and Machines

Provide equipment for the purpose intended and properly maintained in satisfactory and safe operating condition at all times. Discontinue the use of equipment which fails to safely produce satisfactory work and replace with satisfactory equipment.

2.3.1 Bituminous Distributors

Provide self-propelled distributors with pneumatic tires of such size and number to prevent rutting, shoving, or otherwise damaging the surface being sprayed. Clean distributor trucks and lines of all materials before loading for project; open inspection hatches if requested by the Contracting Officer. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. Provide a distributor that is approved by the Contracting Officer and:

a. Is capable of circulating and agitating the bituminous material during the heating process.

b. Is capable of spraying in a triple overlap. Equip the spray bar with the appropriate nozzle sizes to achieve a uniform bituminous application across the pavement at the specified rate and acceptable distributor speed. Adjust all nozzles to 30 degrees from the spray bar long axis, or to the same angle between 15 and 30 degrees only as recommended by the manufacturer and Contractor will demonstrate that the specified application rate is achieved. Only use the calibrated wrench provided by manufacturer to adjust nozzle angle.

c. Is designed and equipped to spray the bituminous material at variable widths at the specified temperature, at readily determined and controlled total liquid rates from 0.03 to 1.0 gallons per square yard. Operate the distributor within a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than plus or minus 5 percent.

d. Each nozzle to be within 10 percent of the average flow rate for all the nozzles. Repair/replace out of tolerance nozzles.

2.3.1.1 Distributor Calibration

Verify the distributors application rate no more than 96 hours prior to the start of bituminous application.

2.3.2 Power Brooms and Power Blowers

Provide power brooms and power blowers capable of cleaning surfaces to be treated.

3. EXECUTION

3.1 Preparation

3.1.1 Site Protection

Coordinate with USACE to provide public notices and post signage at least 3 days in advance of starting work. Plan detours prior to performing work on site. During work, protect adjacent structures, vehicles, and trees to prevent splattering or marring.

3.1.2 Traffic Control

Provide warning signs and barricades for proper traffic control, in accordance with MUTCD and local governing traffic control authority.

3.1.3 Surface Preparation

Complete repairs to existing pavement as specified and as shown on plans. Immediately before applying the first course of bituminous material, clean the surface of loose material with power brooms or power blowers. Take care to remove all dirt, clay, and other loose or foreign matter. Flush the surface with water when necessary to remove dirt or debris not removed by sweeping or brooming; allow the surface to dry after flushing.

3.2 Construction Requirements

The surface sealing mixture must be mixed and applied through mobile distribution equipment as described herein.

3.2.1 Mixing Equipment

All materials must be thoroughly mixed as to produce a homogenous surface treatment. Individual volume or weight controls for proportioning each material in the mix must be provided. Materials must be added by a calibrated controlled device capable of monitoring the amount of material used at the time.

3.2.2 Distribution Equipment

The distributor must be equipped with a full sweep agitation system, a pumping system designed to handle fine aggregate mixes, and sufficient power to operate the full spray system and the agitation system at the same time. The distribution equipment must be equipped with a monitoring system that ensures the even distribution of material and measures the application rate of the mix.

3.2.3 Storage Tanks

If the mix is being delivered from a central mixing plant, then a job site storage tank must have the minimum capacity of the entire transport load. The storage tank must have an internal full sweep mixing system having a mixing capability of providing a homogenous mix representing the mix design at any given location within the tank.

3.3 Application

3.3.1 Surface Preparation and Protection

The surface must be thoroughly cleaned immediately prior to placing the surface treatment. Protect the surfaces of all structures and other roadway appurtenances including, but not limited to, survey markers/monuments, station markers, drain inlets/covers, curbs, sidewalks, or any other delineated objects located in or near the roadway from the spray or laydown of the bituminous mixture during placement.

3.3.2 Dilution

The bituminous material must not be diluted in the field with water or other additives except as approved by the manufacturer.

3.3.3 Placement

Placement of the mix must be performed in two passes with a minimum coverage of 0.125 gal/yd^2 per pass and a minimum total coverage of 0.25 gal/yd^2. Contractor must provide a mat ensuring total coverage free of voids and pit holes.

3.3.4 Emulsified Asphalt Temperature

Apply asphalt emulsions as recommended by emulsified asphalt producer.

3.3.5 Quality Control

Two samples must be collected during production on a project. One sample must be retained for the COR. The contractor must test the other sample and verify the mix design in accordance with this specification and submit the test results to the COR.

3.4 Acceptance

The finished surface sealant treatment must be evaluated by the COR based on the following criteria. Any of the following must be considered unacceptable material.

3.4.1 The presence of loose aggregate or synthetic materials that may cause damage to traveling vehicles.

3.4.2 A final surface with insufficient coverage, voids, pit holes, or delamination.

3.5 Surface Protection

Keep all traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces. Protect the treated areas from traffic for at least 24 hours after final application of bituminous material or for such time as necessary to prevent tracking.

SECTION 32 01 17.61
Roadwork Project
FY26 OD Roadwork Project Lake Project
Sealing Cracks in Asphalt Paving

1. GENERAL

These specifications represent part of the requirements for the contract. The contract plans must be used in conjunction with the specifications for the complete requirements of the contract.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Missouri Department of Transportation Standard Specifications

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2025 edition (including all subsequent supplements and updates).

Link to "MoDOT Standard Specifications:"

https://www.modot.org/missouri-standard-specifications-highway-construction

1.1.2 Kansas Department of Transportation Standard Specification

KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 edition (including all subsequent supplements and updates).

Link to "KDOT Standard Specifications:"

http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp

1.2 Submittals

1.2.1 Preconstruction Submittals

1.2.1.1 Equipment, Tools, And Machines

1.2.2 Product Data

1.2.2.1 Crack Sealant – Manufacturer's Product Data She

1.3 Delivery, Storage, and Handling

Inspect materials delivered to the job site for defects; unload and store them with a minimum of handling to avoid damage. Provide storage facilities at the job site to protect materials from weather and maintain them at the temperatures recommended by the manufacturer.

1.4 Environmental Requirements

Apply the materials only when the ambient air temperature and the pavement temperature within the joint wall are at least 40 degrees F and rising. Do not apply sealant if moisture is observed in the crack.

2. MATERIALS

2.1 Sealants

Provide Crafco RoadSaver 201 or 221 hot applied, asphalt-based crack filler or an equivalent product meeting the following:

a. Hot-applied, low modulus, rubberized asphalt crack fill/sealant product conforming to ASTM 6690, Type II or ASTM D 6690, Type I.

b. The product must be applicable for the temperatures and climate for the area. For example, pavement temperature performance limit of the product must meet or exceed PG 64-28 to PG 64-34.

c. Alternative products must be approved by the COR.

3. EXECUTION

3.1 Construction Requirements

The product must be heated and applied in accordance with the manufacturer's installation instructions. The manufacturer's installation instructions and product information must be provided prior to use of the material on the project for Government approval.

3.1.1 Additional requirements

Crack filling crew must not perform operations or procedures that would be detrimental to the sealing of joints and cracks. Fill all cracks that are 1/4 inch to 1 inch wide. Clean and clear cracks of any foreign material (aggregate, vegetation, debris, etc. that will prevent bonding of sealant) with high pressure, dry, oil free compressed air. Cracks must be slightly overfilled and immediately squeegeed using the "Band-Aid" method, leaving material flush with the pavement surface. Crack fill material that "cools" and/or settles out leaving a void must be refilled until sealant is flush with pavement surface. No traffic or construction equipment must travel over the sealed cracks until sealant has cooled to prevent tracking or damage to the sealant.

3.2 Clean Up

Upon completion of the project, remove unused materials from the site and leave the pavement in a clean condition.

3.3 Quality Control Provisions

3.3.1 Crack Cleaning

Provide quality control provisions during the crack cleaning process to correct improper equipment and cleaning techniques that damage the bituminous pavement in any manner.

3.3.2 Crack Seal Application Equipment

Inspect the application equipment to ensure conformance to temperature requirements and proper installation. If evidence of bubbling, improper installation, and failing to cure or set are identified, suspend operations until causes of the deficiencies are determined and corrected.

SECTION 32 11 13
Roadwork Project
FY26 OD Roadwork Project Lake Project
Bituminous Tack Coats

1. GENERAL

These specifications represent part of the requirements for the contract. The contract plans must be used in conjunction with the specifications for the complete requirements of the contract.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Missouri Department of Transportation Standard Specifications

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2025 edition (including all subsequent supplements and updates).

Link to "MoDOT Standard Specifications:"

https://www.modot.org/missouri-standard-specifications-highway-construction

1.2 Submittals

1.2.1 Preconstruction Submittals

1.2.1.1 Equipment

1.2.2 Product Data

1.2.2.1 Tack Coat

1.2.3 Test Reports

1.2.3.1 Sampling and Testing
1.2.3.2 Application Rate Calibration
1.2.3.3 Daily Application Rate Verification

1.3 Delivery, Storage, and Handling

Inspect the materials delivered to the site for contamination and damage. Unload and store the materials with minimal handling. Do not allow asphalt emulsions to freeze or boil during transport or storage. Asphalt emulsions, if allowed to freeze or boil, may cause the asphalt emulsion to break. Remove this material from site if allowed to freeze or boil.

1.4 Environmental Requirements

Apply bituminous coat only when the surface to receive the bituminous coat is dry. A limited amount of moisture (approximately 0.03 gallon/square yard) can be sprayed on the surface of unbound material when prime coat is used to improve coverage and penetration of asphalt material. Apply bituminous coat only when the atmospheric temperature in the shade is 40 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application, unless otherwise directed.

2. MATERIALS

2.1 Equipment

Submit equipment, tools and machines used in the work. Maintain the equipment in satisfactory working condition at all times.

2.1.1 Bituminous Distributor

Provide a self-propelled pressure distributor with pneumatic tires of such size and number to prevent rutting, shoving or otherwise damaging the surface being sprayed. Provide a bituminous distributor capable of circulating and agitating the bituminous material during the heating process. The distributor truck is required to have a ground speed control device (radar or contact-wheel: DMI) interconnected with the asphalt pump such that the desired application rate will be supplied at any speed. Include with the distributor equipment a tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose or wand attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. A uniform double or triple overlap is required to be produced by the equipped spray bar. Equip the distributor and spray bar with an instantaneous shutoff. No dripping of material from the spray bar is allowed after shutoff.

The distributor must have the ability to spray the bituminous material in a uniform coverage at the required temperature, readily determined and controlled total liquid rates from 0.03 to 1.0 gallon per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than plus or minus 5 percent, and at variable widths.

2.1.1.1 Distributor Radar or Distance Measurement Instrument (DMI) Calibration

The radar or DMI mounted on the distributor truck, which monitors the travel speed and distance traveled, will be calibrated within 6-months of performing on the project site. Provide certification of calibration with date of calibration by a senior manager of the company that operates the distributor truck stating the radar or DMI has been calibrated per the distributor manufacturer’s instructions.

2.1.1.2 Temperature Sensing Device

The bituminous distributor and transport tanks must have a minimum of a 2-inch dial type thermometer with a temperature range of 50 degrees F to 500 degrees F, with increments having resolution of 25-degree F or finer. The thermometer must be in a location as specified by the manufacturer. The instrument must be clean and in the proper working condition.

2.1.1.3 Spray Bar Nozzles

On the spray bar, each nozzle is required to be a fan nozzle and be at the same spray angle as all other nozzles except for the outermost left and outermost right nozzle which will be an end nozzle (half-fan) such that the spray stays to the inside of the spray bar. The nozzles of the spray bar must be orientated approximately 30-degrees from the axis of the spray bar, unless otherwise directed by the equipment manufacturer. Provide nozzles on the spray bar that produce the same flow rate, at the same distance above the pavement. Change the nozzles on the spray bar, as appropriate, for the material being applied and when substantial adjustments are required to the application rate.

2.1.1.4 Cleaning Equipment

Provide cleaning equipment suitable for removing and cleaning loose material from the pavement surface. If using street sweeper type equipment, equip the street sweeper with a water tank, dust control spray assembly, both a pick-up and gutter broom, and a debris hopper.

2.2 Tack Coat Material

2.2.1 Asphalt Binder

The Contractor may substitute performance grade asphalt binder (PGAB) that complies with or exceeds the upper and lower grade designations for the grade specified. For example, a PG 70-22 or a PG 64-28 will also be accepted. Substitution must be approved in advance by the COR.

2.2.2 Emulsified Asphalt

Provide emulsified asphalt conforming with MoDOT Section 1015 Bituminous Material and must consist of liquid asphalt grades SS-1H or CSS-1H.

3. EXECUTION

3.1 Preparation of Asphalt Storage and Bituminous Distributor

Most anionic and cationic emulsions are not compatible. Thoroughly clean the asphalt emulsion storage and bituminous distributor if previous asphalt emulsion used is non-compatible with the specified emulsion. As an example, if CSS-1h (cationic) was utilized in the distributor previously, and the specified emulsion is a SS-1h (anionic), this would require the storage to be thoroughly cleaned prior to receiving the material and the bituminous distributor storage tanker to be thoroughly cleaned prior to depositing into the bituminous distributor storage tanker.

Ensure bituminous material is at the recommended application temperature and it has been thoroughly cycled through the distributor bar. Test the bituminous distributor under pressure by means of a test shot area (outside the project limits) to ensure there are no leaks or dripping for the nozzles after shut-off.

3.2 Preparation of Surface

Immediately before applying the bituminous tack coat, remove all loose material, dirt, clay, or other objectionable material from the surface to be treated by means of a power broom or blower supplemented with hand brooms. Apply treatment only when the surface is dry and clean.

3.3 Trial Applications and Calibrations

3.3.1 Tack Coat Trial Application Rate

Unless otherwise authorized, apply the trial application rate of bituminous tack coat materials in the amount of 0.06 gallons per square yard. Make other trial applications using various amounts of material or adjusting other setting as may be deemed necessary to meet the residual application rate and uniform coverage.

3.4 Application Temperature

3.4.1 Temperature Ranges

The viscosity requirements determine the application temperature to be used. Table 2 presents a normal range of application temperatures. If Table 2 is different than the manufacturer's recommendation, use the manufacturer's recommendation.

Table 2	
Tack Coat Coat Application Temperatures	
Cutback Asphalt	
RC 70, MC 30	120-225 degrees F
Asphalt Emulsion	
Cationic Emulsified Asphalt	130-170 degrees F
Anionic Emulsified Asphalt	150-180 degrees F
Non-Ionic Emulsified Asphalt	150-180 degrees F
Asphalt Binder	
All Grades	275-350 degrees F(2)
(1) Some temperatures within these ranges provided may exceed the flash point for certain rapid cure cutbacks. Care should be taken in their heating.	

(2) Max temperature may be increased to 375 degrees F if recommended by the manufacturer to facilitate uniform application free of equipment clogging issues when hard base asphalt is used.

3.5 Application

3.5.1 General

Following preparation and subsequent inspection of the surface, apply the prime coat or tack coat with the distributor at the specified rate with uniform distribution over the surface to be treated. Properly treat all areas and spots, not capable of being sprayed with the distributor, with the hand spray. Until the succeeding layer of pavement is placed, maintain the surface by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, spread clean dry sand to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment are permitted within 25 feet of heating, distributing, and transferring operations of cutback materials. Prevent all traffic, except for paving equipment used in constructing the surfacing, from using the underlying material, whether primed or not, until the surfacing is completed.

3.5.2 Tack Coat

Immediately following the preparation of the surface for treatment, apply the tack coat by means of the distributor, within the limits of the temperature described in paragraph ENVIRONMENTAL REQUIREMENTS and in quantities to achieve the rate of residual application rates shown in Table 3b. Ensure the surface is clean and dry. Apply tack coat sufficiently in advance of placing the asphalt mixture to permit breaking and initial stages of curing. Do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material. When using a spray paver with appropriate tack coat products, tack coat breaking requirements do not apply. Dilution of tack coat is prohibited. A tack coat should be applied to every bound surface (asphalt pavement) that is being overlaid with asphalt mixture and at transverse and longitudinal joints. Apply the bituminous material so that uniform distribution is obtained over the entire surface to be treated. Treat lightly coated areas and spots missed by the distributor by spraying with a hand wand or using other approved method. Maintain and protect the treated surface from damage until the succeeding course of pavement is placed.

Tack Coat Application Rates[1,3,4]		
Surface Type	Residual Rate (gal/yd^2)	Approximate Bar Rate Undiluted[2] (gal/yd^2)
New Asphalt	0.02 - 0.05	0.03 – 0.07
(1) Dilution of tack coat is not allowed		
(2) Assumes emulsion is 33 percent water and 67 percent asphalt		
(3) Emulsified asphalt is prohibited to be applied at application rates over 0.12 gal/yd.		
(4) Residual rate is the same as bar rate when using hot-applied asphalt binders. Use residual rate tolerances as shown above for target when using hot-applied asphalt binders.		

3.5.3.1 Dilution of Asphalt Emulsions

Water may be added only by the tack coat manufacturer and shipped to the jobsite. No dilution must be allowed in the field. When water is added to the asphalt emulsion, the resulting mixture must contain no more than 20 percent of added water. The Contractor must notify the COR of the

use of a diluted emulsion. The exact quantity of added water must be indicated on the manufacturer's bill of lading, manifest or truck ticket. The target application rate must be adjusted to the diluted target application rate as specified in the table under paragraph 3.5.2 Asphalt Emulsion Application (Tack Coat).

3.6 Field Quality Control

Do not dilute tack coat materials. If requested by the Government, obtain samples of the bituminous material under the supervision of the Government per paragraph SAMPLING and send for analysis.

3.6.1 Sampling and Testing

Furnish certified copies of the manufacturer's test reports indicating temperature-viscosity relationship for asphalt materials and compliance with applicable specified requirements, not less than 5 days before the material is required in the work.

3.6.2 Sampling

Unless otherwise specified, sample bituminous material in accordance with ASTM D140/D140M.

3.7 Tack Coat Breaking Period

Following application of an emulsified asphalt tack coat and prior to application of the succeeding layer of asphalt mixture, allow emulsified asphalt tack coats to break. No break period is required for cutback or hot-applied asphalt binder tack coat products.

3.8 Traffic Controls

Maintain the tacked surface in good condition until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

SECTION 32 11 23
Roadwork Project
FY26 OD Roadwork Project Lake Project
Aggregate Base

1. GENERAL

These specifications represent part of the requirements for the contract. The contract plans must be used in conjunction with the specifications for the complete requirements of the contract.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Missouri Department of Transportation Standard Specifications

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2025 edition (including allsubsequent supplements and updates).

Link to "MoDOT Standard Specifications:"

https://www.modot.org/missouri-standard-specifications-highway-construction

1.2 Submittals

1.2.1 Product Data

1.2.1.1	Plant, Equipment, and Tools
1.2.1.2	Certificate/Design Data – Material Certifications

1.2.2 Test Reports

1.2.2.1	Quality Control - Test Results

1.3 Quality Assurance

Sampling and testing are the responsibility of the Contractor. Perform sampling and testing must be completed in accordance with MODOT Standard Specifications. Furnish copies of test results to the Contracting Officer within 24 hours of completion of the tests. Contractor must provide gradation tests that have been performed with 180 days of submitting for consideration. Any gradation test that are outside of the 180-day window will be rejected.

1.4 Environmental Requirements

Perform construction when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, protect all completed areas by approved methods against detrimental effects of freezing. Correct completed areas damaged by freezing, rainfall, or other weather conditions to meet specified requirements.

2. MATERIALS

2.1 Aggregates

Provide base course consisting of clean, sound, durable particles of crushed stone or crushed gravel. Provide base course that is free of lumps of clay, organic matter, and other objectionable materials or coatings. All materials must comply with the following Standard Specifications and additional requirements specified in MoDOT: Section 304 Aggregate Base Course.

2.1.1 Type 7 aggregate must consist of crushed stone, sand and gravel or reclaimed asphalt or concrete. The aggregate must not contain more than 15 percent deleterious rock and shale. The fraction passing the No. 40 sieve must have a plasticity index not to exceed six. Any sand, silt and clay, and any deleterious rock and shale must be uniformly distributed throughout the material.

2.1.2 Type 7 aggregate must be in accordance with the following gradation requirements:

Sieve	Percent by Weight
Passing 1 ½ - inch	100
Passing 1 – inch	70 – 100
Passing No. 8	15 – 50
Passing No. 200	0 - 12

2.2 In-Place Materials

In-place materials may consist of existing asphalt pavement, chip seals, aggregate surfacing, aggregate base, and subgrade as specified. Resultant reclaimed materials will be referred to as modified base herein.

2.3 Equipment, Tools, and Machines

All plant, equipment, and tools used in the performance of the work are subject to approval by the Government before the work is started. Maintain all plant, equipment, and tools in satisfactory working condition at all times. Submit a list of proposed equipment, including descriptive data. Use equipment capable of minimizing segregation, producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

3. EXECUTION

3.1 Grade Control

Provide a finished and completed base course conforming to the existing lines, grades, and cross sections. Place line and grade stakes as necessary for control.

3.2 Base Material Placement

Place the material on the prepared subgrade or subbase in lifts of uniform thickness with an approved spreader. Place the lifts so that when compacted they are true to the grades or levels required with the least possible surface disturbance. Make adjustments in placing procedures or equipment to obtain true grades, to minimize segregation and degradation, to adjust the water content, and to produce an acceptable base course.

3.2.1 Modified Base Material

Perform In place pulverization to the depth and extents discovered during demolition and in accordance with Specification 32 01 18.

3.2.2 Layer Thickness

Compact the completed base course to the thickness indicated. Limit individual compacted lifts to a maximum thickness of 6 inches and a minimum thickness of 3 inches. Where the measured thickness is more than 1/2 inch deficient, correct such areas by scarifying, adding new material of proper gradation, re-blading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course will be considered as conforming to the specified thickness requirements.

3.2.3 Material Compaction

Compact each lift of the base course with approved compaction equipment. Begin rolling at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Slightly vary the length of alternate trips of the roller. Adjust speed of the roller as needed so that displacement of the aggregate does not occur. Compact mixture with hand-operated power tampers in all places not accessible to the rollers. Continue compaction until each lift is compacted through to full depth. Make such adjustments in compacting or finishing procedures to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to produce a compliant base course. Remove any materials found to be non-compliant and replace with compliant material or rework, as directed, to meet the requirements of this specification.

3.2.4 Edges of Base Course

Place the base course(s) so that the completed section is a minimum of 2 feet wider, on all sides, than the next lift that will be placed above it. Place approved material along the outer edges of the base course in sufficient quantity to compact to the thickness of the course being constructed. When the course is being constructed in two or more lifts, simultaneously roll and compact at least a 2-foot width of this shoulder material with the rolling and compacting of each lift of the base course.

3.2.5 Finishing

Finish the surface of the top lift of base course after final compaction and proof rolling by cutting any overbuild to grade and rolling with a steel-wheeled roller. Do not add thin lifts of material to the top lift of base course to meet grade. Make adjustments to rolling and finishing procedures to minimize segregation and degradation, obtain grades, maintain moisture content, and produce an acceptable base course. If the surface becomes rough, corrugated, uneven in texture, or traffic marked prior to completion, scarify the non-compliant portion, rework and recompact it or replace as directed.

3.3 Traffic

Do not allow heavy equipment on the completed base course except when necessary for construction. When it is necessary for heavy equipment to travel on the completed base course, protect the area against marring or damage to the completed work. Repair damage to meet these specifications.

3.4 Maintenance

Maintain the base course in a satisfactory condition until the section is completed and accepted. Immediately repair any defects and repeat repairs as often as necessary to keep the area intact. Rework or replace any area of base course that is damaged as necessary to comply with this specification.

3.5 Stockpiling Material

If stockpiling of material is needed, clear and level storage sites prior to stockpiling of material. Stockpile all materials, including approved material available from excavation and grading, in the manner and at the locations designated. Stockpile aggregates on the cleared and leveled areas designated to prevent segregation. Stockpile materials obtained from different sources separately.

3.6 Disposal of Unsatisfactory Materials

Any unsuitable materials that have been removed becomes property of the Contractor and must be disposed of in accordance with local, state, and federal laws. No additional payments will be made for materials that have to be replaced.

SECTION 32 11 26
Roadwork Replacement Project
FY26 OD Roadwork Project
Hot-Mix Asphalt for Roads

1. GENERAL

These specifications represent part of the requirements for the contract. The contract plans must be used in conjunction with the specifications for the complete requirements of the contract.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Missouri Department of Transportation Standard Specifications

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2024 edition (including all subsequent supplements and updates).

Link to "MoDOT Standard Specifications:"

https://www.modot.org/missouri-standard-specifications-highway-construction

1.1.2 Kansas Department of Transportation Standard Specification

KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 edition (including all subsequent supplements and updates).

Link to "KDOT Standard Specifications:"

http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp

1.2 Submittals

1.2.1 Preconstruction

1.2.1.1	Traffic Control Plan for each location
1.2.1.2	Existing Conditions Survey

1.2.2 Product Data

1.2.2.1	Hot-mix asphalt mix design – MODOT certified test results for each proposed HMA mix-design.
1.2.2.2	Hot-mix asphalt mix design – KDOT certified test results for each proposed HMA mix-design.

1.2.3 Test Reports

1.2.3.1 HMA In-Place Density and Mixture Reports

1.2.4 Manufacturer's Field Reports

1.2.4.1 Batch Tickets

1.3 Quality Control

1.3.1 Test Results

Verify that materials comply with the specification. When a material source is changed, test the new material for compliance. When deficiencies are found, repeat the initial analysis and retest the material already placed to determine the extent of unacceptable material. Replace or repair all in-place unacceptable material to conform to the contract requirements. Submit copies of field tests results within 24 hours after the tests are performed and certified copies of tests results for approval not less than 30 days before material is required for the work.

1.3.2 Batch Tickets

Provide batch tickets in accordance with AASHTO M 156.

1.4 Environmental Requirements

Do not construct bituminous courses when the underlying course contains free surface water, or when temperature of the surface of the underlying course is below 5 degrees C 40 degrees F, unless otherwise directed.

1.5 Traffic Control

Contractor is responsible for providing all traffic control operations and signage in accordance with the 01 12 00 specifications. Contractor must submit Temporary Traffic Control (TTC) Plans for review and approval prior to commencing work.

2. MATERIALS

2.1 DOT HMA Mix Designs

2.1.1 MODOT: Hot mix asphalt must conform to MoDOT Section 401 Plant Mix Bituminous Base and Pavement. Mix design must satisfy requirements for BP-1 with PG 64-22 asphalt binder.

2.1.2 KDOT: KDOT: Hot mix asphalt shall conform to KDOT Section 611 Hot Mix Asphalt (HMA)-Commercial Grade. Mix design shall satisfy requirements for HMA - Class A (SM-12.5A or SR-12.5A) with Performance Grade (PG) 64-22 asphalt binder.

2.2 Asphalt Binder

The Contractor may substitute performance grade asphalt binder (PGAB) that complies with or exceeds the upper and lower grade designations for the grade specified. For example, a PG 70-22 or a PG 64-28 will also be accepted. Substitution must be approved in advance by the COR.

2.3 Reclaimed and Recycled Content

Reclaimed asphalt pavement (RAP) must not exceed 10%. Reclaimed asphalt shingles (RAS) will not be allowed.

2.4 Equipment, Tools, and Machines

2.4.1 Asphalt Paver

Provide asphalt pavers which are self-propelled, with an activated screed, heated as necessary, and capable of spreading and finishing courses of hot-mix asphalt which will meet the specified thickness, smoothness, and grade, with sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. Provide a receiving hopper of sufficient capacity to permit a uniform spreading operation and equipped with a distribution system to place the mixture uniformly in front of the screed without segregation and produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. If screed extensions are used to increase the paving width, provide auger extensions to distribute the hot mix along the additional screed length. Equip the paver with a control system capable of automatically maintaining the specified screed elevation. Automatically actuate the control system from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface.

2.4.2 Hauling Equipment

Provide trucks for hauling hot-mix asphalt having tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, lightly coat the truck beds with a release agent specifically designed for use with hot mix asphalt. Provide each truck with a suitable cover to protect the mixture from adverse weather. When necessary to maintain the mixture at the specified temperature, insulate or heat truck beds and securely fasten covers (tarps).

2.4.3 Rollers

Provide the number, type, and weight of rollers sufficient to compact the mixture to the required density while it is still in a workable condition. Do not use equipment which causes excessive crushing of the aggregate or displacement of the asphalt mixture.

2.4.4 Straightedge

Furnish and maintain at the site, in good condition, 12-foot straightedge for each bituminous paver for use in testing the finished surface. Construct straightedges of aluminum with blades of box or box-girder cross section and a flat bottom reinforced to insure rigidity and accuracy. Provide handles to facilitate movement on pavement.

3. EXECUTION

3.1 General HMA Requirements

3.1.1 Conditioning of Base Course

Prior to placing the Hot Mix Asphalt (HMA), clean the underlying surface of foreign or objectionable matter. Apply a tack coat in accordance with 32 12 13 BITUMINOUS TACK AND PRIME COATS.

3.1.2 Transportation of Hot Mix Asphalt

Transport the bituminous mixture from the paving plant to the site in trucks having tight, clean, smooth beds lightly coated with an approved release agent to prevent adhesion of mixture to truck bodies. Drain excessive release agent prior to loading. Cover each load with canvas or other approved material of ample size to protect mixture from weather and prevent loss of heat. Reject loads that have crusts of cold, unworkable material or have become wet by rain. Do not haul over freshly placed material.

3.2 General Requirements for HMA Patching

Construction requirements shall conform to KDOT Section 833 Pavement Patching and 611 – Hot Mix Asphalt (HMA) Commercial Grade or MoDOT Section 401 Plant Mix Bituminous Base and Pavement, and the requirements stated herein.

3.2.1 Removal of Existing

Areas to be patched shall be neatly saw cut and cold milled or excavated to the depth as indicated on the site maps and schedule. For full-depth repairs, the subgrade shall be regraded and compacted if disturbed during the removal process. Around the perimeter of the repair, the existing pavement sides shall have a clean, vertical face and the corners shall be squared. The patch area shall be cleaned with brooms or blowers to remove loose material and shall have a uniform depth. All removed material will become the responsibility of the Contractor and shall be hauled off and disposed of in accordance with Federal and State Regulations unless otherwise specified in the contract documents for each task order.

3.2.2 Placement and Compaction

A tack coat shall be applied thoroughly and evenly to the excavated area and adjacent pavement edge prior to placement and compaction of the asphalt. Place the HMA using a finishing machine (paver) in uniform layers not to exceed a maximum of 4-inches or a minimum of 1 ½ inches in thickness. Small or irregular areas, where utilizing a paver is not practical, may be spread by hand. Spread the hot mixture uniformly to the desired depth preventing mix segregation and carefully smooth to remove all segregated coarse aggregate and rake marks. Patches installed by hand with excessive voids or surface variation will be corrected at Contractor's expense. Compaction of each lift shall be achieved with vibrating walk-behind compactors and steel-wheeled rollers until no further consolidation is observed. Clean the surface of the preceding layer of compacted HMA before the succeeding layer of asphalt material is placed.

3.3 Placement of HMA

Do not place HMA mixtures without ample time to complete placement and compaction during daylight hours, unless artificial lighting is provided.

3.3.1 Tack Coat

Spray contact surfaces of previously constructed pavement, curbs, manholes, and similar structures with a tack coat conforming to the requirements of Section 32 12 13 BITUMINOUS TACK AND PRIME COATS.

3.3.2 Offsetting Joints in Bituminous Base Course

Place the bituminous base course so that longitudinal joints are offset from joints in the underlying course by at least 1 foot. Offset transverse joints by at least 2 feet from transverse joints in the underlying course.

3.3.3 Use of Laydown Machine

Reject mixtures having temperatures less than 250 degrees F when delivered to the laydown machine. Adjust the laydown machine and regulate the speed so that the surface of the course being laid will be smooth and continuous without tears and pulls, and of such depth that, when compacted, the surface conforms to the cross section, grade, and contour indicated. Begin placement of the mixture along the centerline of a crowned section or on the high side of areas with a one-way slope. Place the mixture as nearly continuous as possible and adjust the speed of placing to permit proper compaction. When segregation occurs in the mixture during placing, suspend the laydown operation until the cause is determined and corrected. Correct irregularities in alignment of the course left by the laydown machine by trimming directly behind machine. Immediately after trimming, thoroughly compact the edges of the course by tamping laterally with a lute. Do not permit distortion of the course during tamping.

3.3.4 Placing Strips Succeeding Initial Strips

In placing each succeeding strip after the initial strip has been spread and compacted as specified below, overlap the screed of the laydown machine 1/2 to 1 inch over the previously placed strip and sufficiently high so that compaction will produce a smooth, dense joint. Use a lute to push back the mixture placed on the edge of the previously placed strip to the edge of the strip being placed. Do not broadcast material onto the mat. Remove and waste excess mixture.

3.3.5 Hand Spreading in Lieu of Machine Spreading

In areas where the use of machine spreading is impractical, spread the mixture by hand. Prevent segregation during spreading. Do not broadcast material onto the mat. Remove and waste excess mixture.

3.4 Compaction of Mixture

Begin compaction as soon after placing as the mixture will bear roller without undue displacement. Do not permit delays in compacting the freshly placed mixture. After the initial rolling, perform preliminary tests of the crown, grade, and smoothness. Correct deficiencies so that the finished course will conform to requirements for the grade and smoothness. After meeting crown, grade, and smoothness requirements, continue rolling until a mat density of at least 92 percent of the theoretical maximum density (TMD) determined in accordance with ASTM D2041/D2041M is obtained. Roll the joints until a joint density of at least 90.5 percent of the theoretical maximum density (TMD) determined in accordance with ASTM D2041/D2041M is obtained. Thoroughly compact areas inaccessible to rollers with hot hand tampers.

3.4.1 Correcting Deficient Areas

Remove mixtures that become contaminated or are defective. Do not permit skin patching of an area that has been rolled. Cut holes the full thickness of the course being replaced due to a deficiency. Ensure that the sides are perpendicular and parallel to the direction of traffic and the edges are vertical. Spray sides with tack coat conforming to requirements of Section 32 12 13 BITUMINOUS TACK AND PRIME COATS. Place hot mix asphalt in the holes in sufficient quantity so that the finished surface will conform to grade, smoothness, and density requirements.

3.5 Joints

3.5.1 General

Carefully construct joints between old and new pavements or between successive day's work or joints that have become cold to establish a continuous bond between old and new sections of the course. Construct joints having the same texture, density, and smoothness as other sections of the course. Clean contact surfaces of previously constructed pavements that have become coated with dust, sand, or other objectionable material by brushing or cut back with approved power saw, as approved. Spray the surface against which new material is placed with a thin, uniform coat of tack coat conforming to requirements of Section 32 12 13 BITUMINOUS TACK AND PRIME COATS. Apply the material far enough in advance of placement of the fresh mixture to insure adequate curing. Take care to prevent damage or contamination of sprayed surface.

3.5.2 Transverse Joints

Pass the roller over the unprotected end of freshly placed mixture only when placing of the course is discontinued or when delivery of the mixture is interrupted to the extent that the unrolled material may become cold. In all cases, cut back the edge of the previously placed course 2 inches to expose an even, straight, vertical surface for the full thickness of the course. In continuing placement of the strip, position the mechanical spreader on the transverse joint so that sufficient hot mixture will be spread to obtain a joint after rolling that conforms to the required density and smoothness specified herein.

3.5.3 Longitudinal Joints

Cut back edges of a previously placed strip that have cooled or are irregular, honeycombed, poorly compacted, damaged, or otherwise defective. In all cases, cut back the edge of the previously placed course a minimum of 2 inches to expose an even, straight, vertical surface for the full thickness of the course.

3.6 Edges of Pavement

Neatly trim outside edges adjacent to shoulders.

3.7 Quality Control

Perform tests in sufficient numbers to ensure that materials, mixtures and compaction meet requirements. Obtain samples of finished pavement, including samples that span the longitudinal joint. Sample bituminous materials during construction when shipments of HMA materials are received or when necessary to assure that some condition of handling or storage has not been detrimental to the HMA material.

3.7.1 Sampling

Obtain plant mix and in-place samples as prescribed within the MODOT reference. Obtain plant mix samples from the haul truck or from behind the paver. Test for grade and smoothness on a total basis.

3.7.2 In-Place Density

Contractor must control HMA in-place density using an approved rolling procedure with random nuclear gauge density determinations performed in accordance with ASTM D2950/D2950M, AASHTO T 355, and MODOT Specifications for Highway Construction, Division 400. Hot mix asphalt in-place nuclear gauge density testing must be performed at the beginning of the first day of paving operations and tested while work is progressing. At a minimum, the Contractor should test at least twice per day, unless it is determined by the Contracting Officer that more is required. Adjust compaction procedures as needed to optimize compaction. Report any changes in the compaction process and submit results of nuclear gauge testing to the COR.

3.7.2.1 Laboratory Air Voids and Theoretical Maximum Density

Calculate laboratory air voids by determining the bulk density of each lab compacted specimen using the laboratory-prepared, thoroughly dry method of ASTM D2726/D2726M and determining the theoretical maximum density of each lot sample using ASTM D2041/D2041M. Use the latest theoretical maximum density value to calculate the laboratory air voids for each lot. Evaluate for acceptance, complete and report all laboratory air void tests within 24 hours after completion of construction of each lot.

3.7.3 Plan Grade

Do not permit finished surfaces to vary more than the tolerances from the established grade line and elevation and approved at the site. Maintain finished surfaces flush with finished surfaces of abutting pavements. Do not permit deviations from the established grade line and elevation in areas of pavements where closer conformance with plan grade and elevation is required for the proper functioning of drainage and other appurtenant structures involved.

3.8 Protection of Pavement

After final rolling of the pavement, do not permit vehicular traffic of any kind until the pavement has cooled to ambient temperature.

SECTION 32 12 36
Roadwork Replacement Project
FY26 OD Roadwork Project
Seal Coats – Chip Seal

1. GENERAL

This Section specifies the requirements for placing an asphalt slurry seal coat upon an existing asphalt pavement surface for maintenance purposes as determined from the drawings and in accordance with these specifications.

1.1 References

The publications listed below form a part of this specification to the extent referenced. Paragraphs pertaining to measurement and payment in the State Specifications must not be used. References to State or Engineer must be understood to be the Contracting Officer's Representative (COR).

1.1.1 Kansas Department of Transportation Standard Specification

KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 edition (including all subsequent supplements and updates).

Link to "KDOT Standard Specifications:"

http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp

1.2 Submittals

1.2.1 Preconstruction

1.2.1.1 Traffic Control Plan for each location
1.2.1.2 Existing Conditions Survey

1.2.2 Product Data

1.2.2.1 Certificate/Design Data – Job Mix Formula

1.2.3 Test Reports

1.2.3.1 Quality Control – Aggregate Gradation Test Results

1.3 Quality Assurance

A. Manufacturer Qualifications:

Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or if none exist, the DOT of the state in which Project is located.

2. MATERIALS

Bituminous sealing shall consist of single chip seal, double chip seal and surface patch applications and be completed using the following materials in the proportions specified.

2.1 Aggregate Type

The aggregate to be used as cover material shall conform to the quality requirements and product controls of KDOT Section 1108 Cover Material or MoDOT Section 1003 Aggregate for Seal Coats. Types of aggregate used vary by project location and will be specified in the contract documents. Aggregates will consist of the following types and the gradations below:

a. Crushed limestone

2.2 Gradation Requirements

KANSAS (KDOT)	Percent Retained – Square Mesh Sieves					
Cover Material	**½"**	**3/8"**	**No. 4**	**No. 8**	**No. 30**	**No. 200**
KDOT CM-K (Limestone)	0-5	15-35	70-100	95-100		98-100

2.3 Bituminous Material

2.3.1 Bituminous Material for Chip Seal Application

Bituminous material shall be liquid asphalt type MC-250 conforming to KDOT Section 1204 Cutback Asphalt.

2.3.2 Bituminous Material for Chip Seal Application on Existing Pavement

Bituminous material shall be polymer modified asphalt emulsion type CRS-2P conforming to MoDOT Section 1015 and the exceptions specified in the table "Asphalt Emulsion Requirements" in MoDOT Section 409.2.2.

Polymer Modified Asphalt Emulsion (CRS-2P)		
Test[a]	**Min**	**Max**
Viscosity, SSF @ 50 C	100	400
Storage Stability Test[b], 24 hour, percent	-	1
Classification Test	Pass	-
Particle Charge Test	Positive	-
Sieve Test, percent	-	0.3
Oil Distillate by Volume of Emulsion, percent	65	-
Test on Residue from Distillation:		
Penetration, 25 C, 100g, 5 sec	100	200
Ductility, 4 C, 5 cm/minute, cm	30	-
Ash[d], percent	-	1
Elastic Recovery[e], percent	58	-

[a]All tests shall be performed in accordance with AASHTO T 59 except as noted.

[b]In addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.

[c]AASHTO T 59 shall be modified to maintain a 399 F ± 10 F maximum temperature for 15 minutes.

[d]Percent ash shall be determined in accordance with AASHTO T 111, *Ash in Bituminous Material*.

[e]Elastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 50 F. Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 50 F for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ Recovery} = \frac{20 - X}{20} * 100$$

2.4 Job Mix Formula

Contractor shall submit the mix design to the COR for approval and the mix design shall contain the following information:
a. Source, grade, and certified test results for the asphalt binder.

b. Source, type (formation, etc.) ledge number if applicable, and gradation of the aggregate.

c. The grade and certified test results for the aggregate.

d. The proposed percent bituminous binder application rate (and adjustment factor based on existing pavement conditions), gallons per square yard.

e. The proposed aggregate application rate, pounds per square yard.

2.5 Stockpile Sites

Stockpile sites will be near each location receiving a chip seal application. Contractor shall coordinate with USACE Lake Project Point of Contact provided in the contract to identify the exact locations for stock piling material.

2.6 Aggregate Gradation Test

Contractor shall perform a gradation test on a representative sample of each different type of specified cover material delivered and submit certified test results to the COR.

3. EXECUTION

3.1 Selection of the Initial Bituminous Binder and Cover Material Application Rate

Prior to the start of construction, the Contractor and the COR shall review the proposed initial rate of application of binder and cover material (provided in the Contractors job mix formula) based on the condition of the pavement surface at each location and the aggregate properties/gradation. The proposed application rates will be used as a baseline for the test strip application. The estimated range of binder and cover material application rates are the following:

Aggregate Type	Binder Application (gal/sy)	Aggregate Application (lbs/sy)
Limestone	0.32 – 0.36	19-24
Haydite	0.32 – 0.35	11-12
Granite/Trap Rock (A1/A2)	0.32 – 0.35	19-24

3.2 Test Strip

The Contractor shall construct a continuous 300-foot long (or distance as agreed to by COR) by lane width test strip for each aggregate gradation and material type based on the proposed application rates provided in the job mix formula. This test strip shall determine the initial optimum bituminous application rate and aggregate application rate. The COR or Quality Assurance Representative (QAR) and Contractor's Project Superintendent will review the test strip. If the target application rate is not the optimum application rate due to gradation of the aggregate, the absorption of the aggregate, surface temperature, or existing surface conditions, Contractor shall adjust applications rates and perform another test strip.

3.3 Preparation of Road Surfaces

3.3.1 Preparation of Existing Aggregate Base Surface

Grade and compact the existing aggregate base material by wetting, blading and rolling with a steel smooth-wheel or a pneumatic-tire roller with a minimum operating weight of 10-ton. Add moisture as needed to achieve smooth, compacted surface. All surfaces shall exhibit positive drainage and be free of depressions or low spots that allow water to pond.

3.3.2 Preparation of Existing Pavement Surface

Sweep, clean, and perform incidental work required to remove all dirt, packed soil or any other foreign material as necessary to produce a clean surface prior to spraying the bituminous material. If the power broom fails to remove dust from depressions and pockets, use hand brooms and handheld blowers.

3.3.3 Preparation of an HMA Patch Pavement Surface

The surface of completed, but uncured, HMA patch areas shall be sprayed with a light application of slow-setting asphalt emulsion diluted 50:50 with water at the rate of 0.10 gallons/sy (or substitute emulsion application approved by COR) and allowed to cure thoroughly before chip sealing to prevent new chip-seal binder from absorbing into the surface of the HMA patch. This requirement may be waived by the COR if HMA patches are completed a minimum of 60-days prior to application of chip seal treatment.

3.4 Protection of Utilities

Protect the surfaces of all structures and other roadway appurtenances including, but not limited to, survey markers/monuments, station markers, drain inlets/covers or any other delineated objects located in or near the roadway from damage and splatter of bituminous or aggregate cover material. The Contractor shall be responsible for locating, covering, removing and cleaning following application. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the COR. If the material cannot be removed, the damaged object shall be replaced at the Contractor's expense.

3.5 Maintenance of Traffic

All construction operations shall be coordinated to result in the least practical delay of traffic. One lane of traffic shall always remain open unless otherwise approved in advance by the COR. If temporary closures are required that will affect campground visitation and operations, the Contractor shall request closure a minimum of 72-hours prior to the need for the temporary closure to allow the lake project staff to coordinate with affected campers.

3.6 Weather Limitations

Bituminous sealing shall be done only during the contract period specified. Ambient air temperatures must be a minimum of 60 degrees Fahrenheit and rising. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist unless otherwise approved by the COR:

a. Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.

b. The existing pavement temperature is 130 degrees Fahrenheit or above.

c. If pavement or aggregate base has standing surface water and/or pavement or aggregate base surface is saturated.

3.7 Application of Modified Bituminous Binder Material

Material shall be applied at the target design rate established during the test strip procedures expressed as asphalt residual in gallons per square yard. Application temperatures for MC-250 shall be between 150 degrees Fahrenheit and 220 degrees Fahrenheit and application temperatures for CRS-2P shall be between 150 degrees Fahrenheit and 185 degrees Fahrenheit. If the design application rate is no longer the optimum application rate and needs to be adjusted due to gradation of the aggregate, the absorption of the aggregate, surface temperature, or due to existing surface conditions of the pavement, immediately notify the COR and document the starting point of the new rate. Prior to application, ensure sufficient cover aggregate is available for immediate application. The Contractor shall ensure even application volume and profile at start and stop points. The spread length of bituminous material shall not exceed that which can be covered immediately. Under no circumstance shall the bituminous material remain uncovered long enough to impair retention of the cover material.

3.8 Application of Aggregate

a. Immediately following the application of the bituminous material, apply cover aggregate uniformly without ridges or laps at the design rate per square yard, adjusted as directed by the COR to produce a minimum of excess loose particles.

b. Apply cover aggregate at a rate necessary to provide full coverage of the bituminous material and to avoid tracking. If the design application rate is no longer the optimum application rate and needs to be adjusted due to gradation of the aggregate or due to existing surface conditions of the pavement, immediately notify the COR and document the starting point of the new rate.

c. At no time shall tires of the dump trucks or aggregate spreader come in contact with the fresh bituminous material.

d. Prior to rolling, correct deficiencies in application of cover aggregate in a manner satisfactory to the COR.

e. At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by mass (dry unit weight) of the aggregate. In no case shall free moisture be draining from the truck.

f. After rolling, protect the surface from traffic damage during the period required for the bituminous material to cure sufficiently to prevent dislodging of aggregate particles by normal traffic.

g. During this period correct deficiencies of cover aggregate by spreading additional aggregate or by light brooming.

3.9 Manipulation

a. Immediately following application aggregate shall be embedded by pneumatic tired rollers. Initial rolling of the chip seal shall consist of a minimum of (1) complete coverage and shall begin within 90-seconds after placement of aggregate.

b. The distance between the rollers and the chip spreader shall at no time exceed 200-feet.

c. A minimum of (3) complete coverages with pneumatic tired rollers shall be made on the chip seal within 10 minutes after application of the cover material.

d. Rollers shall be ballasted to a minimum weight of 10 tons.

3.10 Curing of Chip Seal Application on Existing Aggregate Base

A minimum of 7-days shall be allowed for proper curing of the first chip seal application. After 7-days, a site visit shall be performed by the Contractor and USACE personnel to determine if the cutback asphalt has cured enough to proceed with the second chip seal application. The application of the second chip seal shall not be performed until authorized by the COR.

3.11 Chip Seal “Surface Patch”

Pavement’s that have experienced extensive edge cracking and/or desiccation cracking may

require a chip seal “surface patch” treatment. This procedure, as shown in Figure 1, must be a narrow, isolated application of chip seal by mechanical means resulting in a treatment similar to a “spray patch". Location will be a single treatment patch that will be followed by a full width chip seal application providing a double bituminous treatment in the patch location. The isolated patch areas is shown within the drawings and if requested may be marked by Government personnel in the field. Contractor’s equipment shall be capable of adjusting the spreader width to a minimum of 2-feet.

Figure 1

3.12 Sweeping

a. Double Chip Seal. If applying a double chip seal application, the surface of the first course shall be cleaned and broomed as soon as the bituminous material has cured enough to prevent damage by sweeping. Excess aggregate shall be removed prior to the second application of bituminous material.

b. Final Sweeping. The roadway shall be swept (by use of street sweeper, power broom, or pick up broom) thoroughly following the final chip seal application. Loose aggregate shall be removed from the surface of the roadway as soon as the bituminous material has cured enough to prevent damage by sweeping within a period not to exceed 72- hours after surface treatment unless otherwise approved by the COR.

c. Excess Aggregate. Some of the work will be performed on interior roads and camp pads within park campgrounds and sweeping excess aggregate into the grass is prohibited. Excessive loose aggregate shall be collected by other means if there’s not an existing aggregate road shoulder to sweep it towards. Excess aggregate collected is the responsibility of the Contractor and the Contractor shall obtain approval from the Lake Project Point of Contact or the COR regarding disposal of excess aggregate if seeking to discard on-site.

3.13 Quality Control – Daily Inspections

During application of chip seal, the work shall be inspected for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, loss of aggregate, sweeping, unsealed areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints. The following shall be verified daily:

a. Finished surface is free of tears or untreated areas.

b. Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.

c. Longitudinal joints have less than a 2-inch overlap on adjacent passes.

d. Transverse joints have no more than ¼ inch difference in elevation across the joint as measured with a 6-foot straightedge.

e. Chip seal edge is neat and uniform along the curb lines/road edge.

f. Chip seal edge has no more than a 2-inch variance in any 100 feet along the curb line/road edge.

3.14 Project Acceptance

For project acceptance the Contractor and the COR will review completed work after the final sweeping and prior to final project completion. The finished work shall be free of the following defects:

DEFECT*	SEVERITY
Surface Patterns	Alternate lean and heavy lines (Ridges or streaking over the surface.)
Bleeding / Flushing	Distinctive Appearance (Excess bituminous material on surface.)
Loss of Cover Aggregate	Patches or lines of aggregate lost from surface.

* Defects shall be addressed at the conclusion of the job.

SECTION 32 17 23.16
Roadwork Replacement Project
FY26 OD Roadwork Project
Road and Parking Lot Pavement Markings

1. GENERAL

1.1 Submittals

1.1.1 Pre-Construction Submittals

1.1.1.1 Area/Roadway Closure Plan
1.1.1.2 Quality Control

1.1.2 Product Data

1.1.2.1 Manufacturer Data Sheets for all Marking Materials
1.1.2.2 Manufacturer Data Sheets for all Reflective

1.1.3 Test Reports

1.1.3.1 Marking Application Wet Film Thickness Test

1.1.4 Manufacturer's Instructions

1.1.4.1 Marking Materials Storage and Application
1.1.4.2 Reflective Media Storage and Application

1.2 Quality Control Plan

At a minimum, 30 calendar days prior to performing pavement marking, submit a quality control plan addendum that covers pavement marking. The plan must state the means, methods, equipment, and materials to be employed for the performance of the surface preparation, existing markings removal, application of reflective and non-reflective marking, and marking layout. At a minimum, provide descriptive criteria for each of the following activities for review and approval by the Contracting Officer:

1.2.1 Describe the means and methods used to layout marking geometry and the location of marking elements.

1.2.2 Describe the protocol for surface preparation when not using water.

1.2.3 Define the protocol for the performance of test stripes for each line width, color, and paint type.

1.3 Qualifications

Submit documentation certifying that pertinent personnel are qualified for equipment operation and handling of applicable chemicals. The documentation should include experience on five projects of similar size and scope with references for all personnel.

1.3.1 Qualifications for Roads and Parking Marking Personnel

Submit documentation of qualifications in resume format, a minimum of 14 days before pavement marking work is to be performed showing personnel who will be performing the work have experience operating mobile self-powered marking, cleaning, and paint removal equipment and performing these tasks. Provide certification for pavement marking machine operator and Foreman demonstrating experience successfully completing a minimum of two pavement marking projects of similar size and scope. The Contracting Officer reserves the right to require additional proof of competency or to reject proposed personnel.

1.4 Delivery, Storage, and Handling

Ensure all materials delivered to the jobsite are in the original container and clearly marked with the product name, compliance information, batch number, color, manufactured date, instructions for storage, instructions for application, and the name of the manufacturer. All materials are to be stored in conformance with the manufacturer instructions. Provide manufacturer instructions for; marking materials storage and application, reflective media storage and application, and the chemicals used in surface preparation.

1.5 Project/Site Special Conditions

1.5.1 Environmental Requirements

Pavement surface must be free of snow, ice, or slush; with a surface temperature of at least 40 degrees F and rising at the beginning of operations. Cease operation during thunderstorms, or during rainfall, except for water blasting and removal of previously applied chemicals. Cease water blasting where surface water accumulation alters the effectiveness of material removal.

1.5.2 Weather Limitations for Marking Application

Apply pavement markings to clean, dry surfaces and only when the ambient temperature is at least 5 degrees F above the dew point and the pavement surface temperatures are within the limits recommended by the manufacturer of the material being used unless otherwise noted. Allow the pavement surface to dry after the water has been used for surface preparation or after a precipitation event. Do not perform marking applications when the wind carries overspray onto locations adjacent to the marking. Provide wind screens to shroud application equipment.

2. MATERIALS

2.1 Road and Parking Lot Materials

Submit safety data sheets for each paint type as well as manufacturer data sheets for all marking materials; include with the submittal a manufacturer certificate of compliance for marking materials and a manufacturer certificate of compliance for reflective materials. All materials shall comply with the following Standard Specifications and additional requirements specified in the contract documents:

a. MODOT: Section 620 Pavement Marking
b. MODOT: Section 1048.20 Permanent Paint Marking Materials
    a. 1048.20.1.1 Standard Acrylic Waterborne Pavement Marking Paint
c. MODOT: Section 1048.30 Drop-On Glass Beads
    a. 1048.30.2 Type P Drop-On Glass Beads

2.2 Equipment

2.2.1 Markings Application Equipment

a. Provide and maintain machines, tools, and equipment used in the performance of the work in satisfactory operating condition, or remove equipment that is not providing satisfactory performance from the work site. Provide mobile and maneuverable application equipment to the extent that straight lines can be followed and normal curves can be made in a true arc.

b. Provide application equipment constructed to ensure continuous uniformity in the stripe dimensions. Provide an applicator with a means for cleanly cutting off stripe ends squarely and providing a method of applying skip lines. Provide equipment capable of applying varying widths of traffic markings.

c. Provide mobile application equipment allowing straight lines to be followed and normal curves to be made in a true arc. Provide equipment for the placement of thermoplastic pavement markings of two general types: mobile applicator and hand-operated applicator.

d. Equip the applicator with a pressurized or drop-on type bead dispenser capable of uniformly dispensing reflective glass spheres at controlled flow rates. The bead dispenser must operate automatically to begin flow before the flow of the binder to assure that the strip is fully reflectorized.

2.2.2 Mobile Application Equipment

a. Provide a truck-mounted, self-contained pavement marking machine capable of applying pavement markings.

b. Equip the mobile unit with an electronic programmable line pattern control system capable of applying skip or solid lines in any sequence, through any and all extrusion shoes, or spray guns, and in programmable cycle lengths.

2.2.3 Hand-Operated Machines

Provide portable hand-operated equipment, specifically designed for placing special markings such as crosswalks, stop bars, legends, arrows, and short lengths of the lane, edge, and centerlines. Equip the hand-operated applicator with all the necessary components, including a materials storage reservoir, bead dispenser, extrusion shoe, and heating accessories.

2.2.4 Reflective Media Dispenser

Attach the dispenser for applying the reflective media to the dispenser that is designed to operate automatically and simultaneously with the applicator through the same control mechanism. Provide a bead applicator capable of adjustment and designed to provide a uniform flow of reflective media over the full length and width of the marking.

3. EXECUTION

3.1 General

Construction requirements must comply with the following Standard Specifications and additional requirements specified herein.

a. MODOT: Section 620 Pavement Marking

3.2 Test Sections

Before the performance of any marking application, demonstrate to the Government, using the equipment, materials, and personnel identified in the approved quality control plan, that the requirements for acceptance of the final product(s) are attainable. The minimum length of the test section is 25 feet of marking for each line width and color. Purpose and perform demonstrations in a location approved by the Contracting Officer within the project scope of work. Do not perform the test section(s) until the Contracting Officer is present to observe the test. Each test section's result is the standard of performance for the color, width, and glass bead application rate for each marking element. Submit the color, line width, and measured reflectivity.

3.3 Equipment

Use self-propelled or truck-mounted equipment, which is, designed for the purpose of applying painted traffic lane markings of the type, width and thickness required. Hand application or towing of the equipment will not be permitted unless approved in advance by the COR. Equip the machine with an adjustable guide-on to assure proper placement of the line.

3.4 Contractor’s Personnel

At least one of the employees on the project when pavement markings are being applied shall have a minimum of one years of experience in the application of painted pavement markings.

3.5 Alignment

Requirements for the layout (i.e. match existing or new alignment) will be indicated on the contract drawings. Contractor is responsible for completing the lay out of the pavement marking alignment in the field.

3.6 Pavement Marking Application

Contractor shall mix, thin and apply paint in accordance with the manufacturer's recommendations. Pavement marking color, application requirement of glass beads, pattern, and width will be specified on the contract drawings.

3.7 Weather Limitations

The pavement marking must be applied during dry weather and on dry pavement surfaces. The pavement surface temperature and ambient air temperature must be in accordance with the material manufacturer’s recommendations throughout the application and during the specified time for curing of the material.

3.8 Acceptance

Apply pavement markings straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance. Lines that deviate laterally from the intended alignment more than 2 inches in 200 feet may be rejected. Remove and/or replace pavement markings that have:

a. Drag marks
b. Gashes or gouges
c. Foreign covering
d. Discolored areas
e. Areas that have failed to solidify
f. Improper adhesion
g. Improper width, length, or thickness
h. Areas that present a ragged appearance
i. Areas that do not present sharply defined edges
j. Areas with abrupt unintended changes in alignment

3.9 Clean up and Waste Disposal

Upon completion, the worksite and staging area must be free of debris, dirt, and items that will blow away during periods of elevated wind speeds. Dispose of waste from cleaning the marking equipment at a facility that is permitted to accept the material.

SECTION 32 92 19
Roadwork Replacement Project
FY26 OD Roadwork Project
Seeding

1. GENERAL

1.1 Definition of Stand of Turf

95 percent ground cover of the established species.

1.2 Submittals

1.2.1 Product Data

1.2.1.1 Fertilizer
1.2.1.2 Seed

1.3 Delivery, Storage, and Handling

1.3.1 Delivery

1.3.1.1 Seed Protection

Protect from drying out and from contamination during delivery, on-site storage, and handling.

1.3.1.2 Fertilizer Delivery

Deliver to the site in original, unopened containers bearing manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws.

1.3.2 Storage

Seed and Fertilizer Storage must be stored in cool, dry locations away from contaminants.

1.3.3 Handling

Do not drop or dump materials from vehicles.

2. MATERIALS

2.1 Seed

2.1.1 Classification

Provide State-approved seed of the latest season's crop delivered in original sealed packages, bearing producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. Label in conformance with AMS Seed Act and applicable state seed laws. Wet, moldy, or otherwise damaged seed will be rejected. Field mixes will be acceptable when field mix is performed on site in the presence of the Contracting Officer.

2.1.2 Planting Dates

Planting Season	Planting Dates
Season 1	1 March to 30 April
Season 2	1 September to 30 October
Temporary Seeding	Any time outside above dates

2.1.3 Seed Purity

Botanical Name	Common Name	Minimum Percent Pure Seed	Minimum Percent Germination and Hard Seed	Maximum Percent Weed Seed
Lolium perenna and E multifloru	Domestic Rye Grass	95	85	0.05
Bromus inermis	Smooth Brome	95	85	0.05
Festuca arundinace	K-31 Fescue	95	85	0.05
-	Sterile Wheat	95	N/A	0.05
-	Sterile Oats	95	N/A	0.05

2.1.4 Seed Mixture by Weight

Planting Season	Variety	Percent (by Weight)
Season 1	Domestic Rye Grass Smooth Brome K-31 Fescue	33 33 34
Season 2	Domestic Rye Grass Smooth Brome K-31 Fescue	33 33 34
Temporary Seeding	Steril Oats or Wheat	85

Proportion seed mixtures by weight. Temporary seeding must later be replaced by Seasonal plantings for a permanent stand of grass. The same requirements of turf establishment for Seasonal plantings apply for temporary seeding.

2.2 Fertilizer

Granular Fertilizer

Organic or synthetic, granular controlled release fertilizer containing the following minimum percentages, by weight, of plant food nutrients:

13 percent available nitrogen
13 percent available phosphorus
13 percent available potassium

2.3 Erosion Control Materials

Erosion control material must conform to the following:

2.3.1 Erosion Control Blanket

100 percent agricultural straw or 70 percent agricultural straw/30 percent coconut fiber matrix stitched with a degradable netting, designed to degrade within 12 months.

2.3.2 Erosion Control Net

Net must be heavy, twisted jute mesh, weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately one inch square.

2.3.3 Erosion Control Material Anchors

Erosion control anchors must be recommended by the manufacturer.

3. EXECUTION

3.1 Preparation

Provide soil preparation prior to fertilizing, seeding, and surface topdressing of all newly graded finished earth surfaces, unless indicated otherwise, and at all areas inside or outside the limits of construction that are disturbed by the Contractor's operations.

3.1.1 Topsoil

After areas have been brought to indicated finish grade, incorporate fertilizer into the soil by harrowing, tilling or other method approved by the COR. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.

3.1.2 Fertilizer Application Rates

Apply fertilizer at rates at the following rate:

Synthetic Fertilizer 10 pounds per 1000 square feet.

3.2 Seeding

3.2.1 Seed Application Seasons and Conditions

Immediately before seeding, restore soil to proper grade. Do not seed when ground is muddy, frozen, or snow covered or in an unsatisfactory condition for seeding. If special conditions exist that may warrant a variance in the above seeding dates or conditions, submit a written request to the COR stating the special conditions and proposed variance. Apply seed within twenty-four hours after seedbed preparation. Sow seed by approved sowing equipment.

3.2.2 Seed Application Method

Seeding method must either be broadcasted or drilled.

3.2.2.1 Broadcast Seeding

Seed must be uniformly broadcast at the rate of 8 pounds per 1000 square feet. Cover seed uniformly to a maximum depth of 1/4 inch in clay soils and 1/2 inch in sandy soils by means of spike-tooth harrow, cultipacker, raking or other approved devices.

3.2.2.2 Drill Seeding

Seed must be drilled at the rate of 5 pounds per 1000 square feet. Use cultipacker seeders or grass seed drills. Drill seed uniformly to average depth of ½ inch.

3.3 Erosion Control Material

Install in accordance with manufacturer's instructions, where indicated or as directed by the Contracting Officer.

3.4 Protection of Turf Areas

Immediately after turfing, protect area against traffic and other use.

3.5 Restoration

Restore to original condition existing turf areas which have been damaged during turf installation operations at the Contractor's expense. Keep clean at all times at least one paved pedestrian access route and one paved vehicular access route to each building. Clean other paving when work in adjacent areas is complete.

Project Name:	FY26 OD Roadwork (SM & TC)	**Submittal Register**
Location:	Smithville, Missouri and Manhattan, Kansas	
Contract Number:	W912DQ25CXXXX	

Submittals	Description of Item Submitted	Paragraph Number	Govt Reviewer	Date Submitted	Date Received	Date Returned
	01 12 00					
1.8.1	Pre-Construction					
1.8.1.1	Daily Log Format	1.6.1				
1.8.1.2	Insurance	1.6.2	PO			
1.8.1.3	Quality Control Plan	1.7.1	PO			
1.8.1.4	Project Schedule	1.7.3	PO			
1.8.1.5	Waste Management Plan	1.7.10	PO			
1.8.1.6	Accident Prevention Plan	1.7.5	PO			
1.8.1.7	Activity Hazard Analysis	1.7.6	PO			
1.8.1.8	Pre-Construction existing Conditions Survey (each Location)	1.7.8				
1.8.1.9	Traffic Control Plans for each Lake Project	1.11.2	PO			
1.8.2	Certificates					
1.8.2.1	Contractor Qualifications	1.7.2	PO			
1.8.3	Close Out Submittals					
1.8.3.1	Daily Reports along with Daily Photo Documentation	1.6.1	PO			
1.8.3.2	Contractor Exposure Hours	1.7.7	PO			
1.8.3.3	Red Lined Drawings	1.6.5	PO			
1.8.3.4	As-Built Drawings	1.6.5.4	DO			
1.8.3.5	Disposal of Waste Documentation	1.7.10	PO			
1.8.3.6	Warranty Management Plan	1.7.4	PO			
	32 01 18					
1.3.1	Pre-Construction					

1.3.1.1	Proposed Process to be utilized	3.2	DO			
1.3.1.2	Porposed Equipment to be utilized	2.2	PO			
	32 01 13.62					
1.2.1	Pre-Construction					
1.2.1.1	Cerificate/Design Data - Mix Design	2.2	PO			
1.2.2	Product Data					
1.2.2.1	Bituminous Distributors	2.3.1	PO			
1.2.2.2	Fine Aggregate	2.2.1	PO			
1.2.2.3	Emulsified Asphalt	2.2.5	PO			
1.2.2.4	Power Brooms and Power Blowers	2.3.2	PO			
1.2.3	Test Reports					
1.2.3.1	Bituminous Materials	2.2.5	PO			
1.2.3.2	Aggregate Testing	2.2.1	PO			
1.2.3.3	Inspection Reports					
1.2.3.4	Quality Control - Test Results of Mix Design Sample	3.3.5	PO			
	32 01 17.61					
1.2.1	Pre-Construction Submittals					
1.2.1.1	Equipment, Tools, and Machines					
1.2.2	Product Data					
1.2.2.1	Crack Sealant - Manufacturer's Product Data Sheet	2.1	PO			
	32 11 13					
1.2.1	Pre-Construction Submittals					
1.2.1.1	Equipment	2.1	PO			
1.2.2	Product Data					
1.2.2.1	Tack Coat	2.2	PO			
1.2.3	Test Reports					

1.2.3.1	Sampling and Testing	3.6	PO			
1.2.3.2	Application Rate Calibration	3.3	PO			
1.2.3.3	Daily Application Rate Verification	3.3	PO			
	32 11 23					
1.2.1	Product Data					
1.2.1.1	Plant, Equipment, and Tools	2.3	PO			
1.2.1.2	Certificate/Design Data - Materials Certifications	2.1	PO			
1.2.2	Test Reports					
1.2.2.1	Quality Control-Test Results	2.1	PO			
	32 11 26					
1.2.1	Pre-Construction					
1.2.1.1	Traffic Control Plan for Each Location	1.5	PO			
1.2.1.2	Existing Conditions Survey					
1.2.2	Product Data					
1.2.2.1	Hot-mix asphalt mix design - MODOT certified	2.1.1	DO			
1.2.2.2	Hot-mix asphalt mix design - KDOT certified	2.1.2	DO			
1.2.3	Test Reports					
1.2.3.1	HMA In-Place Density and Mixture Reports	3.7	PO			
1.2.4	Manufacturer's Field Reports					
1.2.4.1	Batch Reports	1.3.2	PO			
	32 12 36					
1.2.1	Pre-Construction					
1.2.1.1	Traffic Control Plan for each Location					
1.2.1.2	Existing Conditions Survey					
1.2.2	Product Data					
1.2.2.1	Certificate/Design Data - Job Mix Formula	2.4	DO			

1.2.3	Test Reports					
1.2.3.1	Quality Control - Aggregate Gradation Test Results	2.6	PO			
	32 17 23.16					
1.1.1	Pre-Construction					
1.1.1.1	Area/Roadway Closure Plan					
1.1.1.2	Quality Control	1.2	PO			
1.1.2	Product Data					
1.1.2.1	Manufacturer Data Sheets for all Marking Materials	2.1	PO			
1.1.2.2	Manufacturer Data Sheets for all Reflective	2.1	PO			
1.1.3	Test Reports					
1.1.3.1	Marking Application Wet Film Thickness Test	3.2	PO			
1.1.4	Manufacturer's Instruction					
1.1.4.1	Marking Materials Storage and Application	2.1	PO			
1.1.4.2	Reflective Media Storage and Application	2.1	PO			
	32 92 19					
1.2.1	Product Data					
1.2.1.1	Fertilizer	2.2	PO			
1.2.1.2	Seed	2.1	PO			

PO - Designates Project Office Approval

DO - Desingates District Office Approval