

BIDDING DOCUMENTS

FOR

Riggs Dam Pre-bid Record

OR0260007 - Riggs Dam

Issued By:

Ducks Unlimited, Inc.

Table of Contents

1. Bid Solicitation and Pre-Bid Information
 2. Instructions to Bidders
 3. Bid Form
 - a. Addenda Acknowledgement
 - b. Suppliers and Subcontractors
 - c. Certifications
 - d. Bid Security
 4. Unit Price Agreement (example)
 5. Contract Documents
 - a. General and Supplemental Conditions
 - b. Insurance Sample
 - c. Flow Down Provisions
 - d. Special Provisions
 - e. Permits
 - f. Technical Specifications
 - g. Drawings (attached separately)
-

1. Bid Solicitation

Sealed bids for **Riggs Dam Pre-bid Record** will be received by Ducks Unlimited until **Wednesday, September 23, 2026 7:00:00 PM, Central Time (5:00 PM West Coast Time)**, per the countdown clock in the bidding application.

Ducks Unlimited, Inc., invites sealed bids for the **Riggs Dam Pre-bid Record** project located in Harney County, Oregon. All bids must be submitted electronically via the DU PMWeb application at <https://du.pmweb.com/PMWeb/>. Late submissions or bids sent by any other method may not be considered.

Project Overview

The scope of work and project details are outlined in the Bidding Documents available to invited bidders through the PMWeb application.

Project details: This project includes the demolition and construction of an existing water control structure, and diversions on Foley Slough east of Burns, Oregon. The existing structure consists of an earthen dam, a concrete headwall, two 60" tall x 25' long corrugated metal arch culverts, and wood stoplogs with 3 CMP diversion pipes and gates. The new structure will consist of a cast-in-place concrete check dam, fish ladder and 3 diversion pipes with gates and concrete headwalls. The check dam will include steel framing to support four bays of aluminum stoplogs, and a walkway above the stoplogs. The fish ladder will include concrete walls and slabs with a series of aluminum baffles. The check dam will also include a new box culvert, and gravel backfill. All gates, steel, aluminum, and box culverts will be furnished to the contractor by Ducks Unlimited. Three existing diversion pipes will be replaced with concrete inlet structures and new pipes. The contractor is responsible for providing the diversion pipes. If the site has water at the time of construction, dewatering with cofferdams and pumps will be required. An upstream coffer dam shall be required in either case to handle late release of upstream impoundments.

We appreciate your interest in partnering with Ducks Unlimited, Inc. and look forward to receiving your submission.

Pre-Bid Conference

A mandatory pre-bid conference will be held at **4 PM on Monday, September 14, 2026 at Meet at the job site. Address is 70904 OR-78.**

Pre-Bid Location Map Link: <https://maps.app.goo.gl/r9EBm4sXTq1SUcTF8>

Pre-Qualification Requirements

Receipt of an invitation to bid through PMWeb confirms that the contractor is pre-qualified. No further pre-qualification is required for invited contractors. Contractors that have not received a PMWeb invitation and are not currently pre-qualified must complete the pre-qualification process prior to submitting a bid. To begin the pre-qualification process, please visit <https://du.pmweb.com/PMWeb/>. Pre-qualification applications must be submitted at least seven (7) days prior to the bid due date.

Communication & Notifications

Notifications will be sent to the email address listed as the Bidding Contact in PMWeb. Bidders are responsible for keeping contact information current.

Direct all project questions to James Sulser at jsulser@ducks.org or 928-266-3420.

2. INSTRUCTIONS TO BIDDERS

SECTION 1 – GENERAL INFORMATION

1.1 Project Identification

This Invitation to Bid (ITB) is issued by **Ducks Unlimited, Inc.** for the following project:

- **Project Name:** Riggs Dam Pre-bid Record
- **DU Project ID:** OR0260007 - Riggs Dam
- **Location:** 70904 OR-78, Burns, Oregon

1.2 Issuing Office and Contact Information

All inquiries regarding this ITB shall be directed to:

- **Contracting Officer:** James Sulser
- **Email:** jsulser@ducks.org
- **Phone:** 928-266-3420

For technical assistance with accessing the bidding application:

- **DU PMWeb Administrator:** PMWeb@ducks.org

1.3 Availability of Bidding Documents

Complete bidding documents, including plans and specifications, are available to invited bidders through Ducks Unlimited's PMWeb application: <https://du.pmweb.com/PMWeb/>

1.4 Bid Submission Deadline

Sealed bids will be received electronically via PMWeb until: **Wednesday, September 23, 2026 7:00:00 PM, Central Time (5:00 PM West Coast Time)**, as indicated by the PMWeb countdown clock. Bids received after this time or submitted by any other method may not be accepted.

1.5 Pre-Bid Conference

A mandatory pre-bid conference will be held on: **Monday, September 14, 2026 at Meet at the job site. Address is 70904 OR-78 at 4 PM** (local time). Attendance is mandatory.

1.6 Addenda

Any addenda issued during the bidding period will be posted in PMWeb. Bidders must acknowledge all addenda on the Bid Form.

1.7 Notifications

All notices, communications, and requests related to this ITB will be sent to the bidder's PMWeb-listed bidding contact. The bidder is responsible for ensuring contact information is accurate.

SECTION 2 – BID SUBMISSION

2.1 Method of Submission

All bids must be submitted electronically through Ducks Unlimited's PMWeb application. Bids must be submitted using the furnished Bid Form. Paper submissions or any other method may not be accepted. Each bid must include all required forms and attachments.

2.2 Examination of the Site

By submitting a bid, the bidder warrants that it is familiar with all conditions affecting the work. No claims for misunderstanding will be allowed.

2.3 Bid Quantities and Unit Prices

Bids must be submitted on a unit price basis through Ducks Unlimited's PMWeb application. Bidders shall enter a unit price for each bid item in the PMWeb and submit Unit Price bids for all items, including lump sum items.

The quantities set forth in PMWeb are approximate only. Final quantities will be verified by the Contracting Officer for bid items so specified in the Technical Specifications. The extension amounts shown in PMWeb are for comparative purposes only and in no way constitute an actual amount for which Ducks Unlimited, Inc. will be liable.

The unit price bid for each item shall include furnishing all labor, operations, supervision, tools, equipment, supplies, and materials, and all costs incurred in the performance of the Work, including but not limited to general conditions costs, administration, overhead, taxes, duties, fees, profit, OSHA and safety compliance, permits and permit compliance, transportation of materials, project coordination, quality control, testing of materials, construction surveying, layout and staking, submittals, insurance, bonds, record drawings, and all other incidentals necessary to complete the Work described in the Contract Documents.

The Contractor shall include in the unit prices entered into PMWeb all applicable federal, state, and local taxes, excise taxes, duties, assessments, and fees associated with the Work. No separate payment shall be made for such costs unless expressly identified as a separate pay item in the Contract Documents.

The Contractor shall not include these costs as separate bid items unless specifically required by the Contract Documents. Full compensation for all labor, materials, equipment, services, and incidentals necessary to complete each item of Work shall be considered included in the applicable unit price entered into PMWeb.

2.4 Preparation of Bid

Bids must be submitted on Ducks Unlimited's Standard Bid Form. All entries must be typed or in ink and signed by an authorized representative. Failure to complete the form or include all required documentation may result in rejection.

2.5 Bid Security

Each bid shall be accompanied by bid security equal to 5% of the total bid price. Acceptable forms include a bid bond or cashier's check. Failure to provide bid security will result in rejection.

2.6 Subcontractor and Supplier Disclosure

The bidder shall provide the name and address of each proposed subcontractor and supplier. No substitutions may be made without Ducks Unlimited's written approval. Ducks Unlimited encourages the use of small businesses (SB), minority-owned businesses (MBE), and women's business enterprises (WBE). Indicate SB, MBE, or WBE status as applicable.

2.7 Certifications

The following certifications must be submitted with the bid:

- **Attachment A - Certification Regarding Lobbying** (required for bids over \$100,000)
- **Attachment B - Certification Regarding Debarment, Suspension, and Other Responsibility Matters** (required for bids over \$25,000)
- **E-Verify Certification Form** (if applicable)
- **Certificate of Compliance with Buy American Requirements** (if applicable)

2.8 Mathematical Errors

In the event of mathematical errors, the unit price shall govern. Totals will be corrected by Ducks Unlimited.

2.9 Inconsistencies

If discrepancies exist among contract documents, the following order of precedence applies:
Change Orders > Unit Price Agreement > Standard Bid Form > Flow Down Conditions > Special Provisions > Technical Specifications > Supplemental Conditions > General Conditions > Plans.

2.10 Withdrawal of Bids

A bidder may withdraw its bid before the closing time by written request. Revised bids may be submitted before the deadline.

2.11 Discrepancies

Bidders shall promptly notify Ducks Unlimited of any omissions or discrepancies in the documents. Interpretations will be issued by written addenda.

SECTION 3 – BIDDER QUALIFICATIONS

3.1 Pre-qualification Requirement

Bidders must be prequalified by Ducks Unlimited prior to submitting a bid. To begin the pre-qualification process, visit: <https://du.pmweb.com/pmweb/> and click on “Vendor Approver.” Prequalification packages must be submitted no later than **seven (7) calendar days** prior to the bid due date. Failure to complete pre-qualification will result in disqualification.

3.2 Licensing

Bidders must comply with all applicable licensing requirements and hold all licenses required by the state where the project is located. License numbers and expiration dates must be provided on the Bid Form. Proof of licensing may be requested prior to award.

3.3 Proof of Capability

Before awarding the contract, Ducks Unlimited may require any bidder to submit evidence demonstrating:

- Successful completion of work of similar nature and scope
- Financial capability to perform the contract
- Availability of necessary equipment to complete the work
- Compliance with all applicable laws and regulations

SECTION 4 – CONDITIONS AND AWARD PROCESS

4.1 Reservation of Rights

Ducks Unlimited reserves the right to reject any or all bids, waive informalities, and award the contract in the best interest of the Corporation. DU intends to award a contract to the lowest responsive and responsible bid.

4.2 Validity of Bid

The bidder agrees that the bid and the prices quoted constitute an offer that shall remain open for acceptance by Ducks Unlimited for **thirty (30) calendar days** from the bid closing time.

4.3 Award Notification

Within thirty (30) days after the bid closing time, Ducks Unlimited will notify the successful bidder in writing.

4.4 Bonds and Insurance

The successful bidder shall provide:

- 100% Performance and 100% Payment Bonds, executed by a corporate surety licensed in the state of the project and listed on U.S. Treasury Circular 570.
- Certificates of insurance evidencing coverage as required by Ducks Unlimited, naming Ducks Unlimited, Inc. as an additional insured. Insurance must include general liability, automobile liability, workers' compensation, and any other coverage required in the contract documents.

4.5 Execution of Contract

Upon acceptance of the bid, the successful bidder shall execute Ducks Unlimited's Unit Price Agreement and deliver the executed agreement within **fourteen (14) calendar days** of receipt. Failure to execute the agreement or provide required documentation may result in forfeiture of bid security and termination of the award.

4.6 Proposed Completion Schedule

The successful bidder shall submit a proposed construction schedule within 10 days of the effective date of the Contract. Unless otherwise specified, the work shall be completed **by Friday, November 20, 2026.**

4.7 Liquidated Damages

Liquidated damages will be assessed at **\$500.00 per calendar day** for each day of delay beyond the completion date. This is not a penalty but a reasonable estimate of damages resulting from delay.

4.8 Landownership and Rights of Lien

Work will be performed on land owned by **Pauline Braymen.** Neither the landowner nor any public agency is a party to this contract. The contractor, subcontractors, and suppliers shall have no lien rights against the landowner. The contractor shall provide performance and payment bonds and maintain required insurance.

4.9 Notice to Proceed

No work shall commence until Ducks Unlimited issues a written Notice to Proceed. The Notice to Proceed will only be issued after receipt of the executed Unit Price Agreement, required bonds, insurance certificates, and an approved construction schedule.

3. Bid Form

1. This bid is submitted to Ducks Unlimited for the following project:

- **Project Name:** Riggs Dam Pre-bid Record
- **Project ID:** OR0260007 - Riggs Dam
- **Project Location:** 70904 OR-78, Burns, Oregon
- **Project Description:** This project includes the demolition and construction of an existing water control structure, and diversions on Foley Slough east of Burns, Oregon. The existing structure consists of an earthen dam, a concrete headwall, two 60" tall x 25' long corrugated metal arch culverts, and wood stoplogs with 3 CMP diversion pipes and gates. The new structure will consist of a cast-in-place concrete check dam, fish ladder and 3 diversion pipes with gates and concrete headwalls. The check dam will include steel framing to support four bays of aluminum stoplogs, and a walkway above the stoplogs. The fish ladder will include concrete walls and slabs with a series of aluminum baffles. The check dam will also include a new box culvert, and gravel backfill. All gates, steel, aluminum, and box culverts will be furnished to the contractor by Ducks Unlimited. Three existing diversion pipes will be replaced with concrete inlet structures and new pipes. The contractor is responsible for providing the diversion pipes. If the site has water at the time of construction, dewatering with cofferdams and pumps will be required. An upstream coffer dam shall be required in either case to handle late release of upstream impoundments.

2. Bidder agrees to:

- a. Execute Ducks Unlimited's Unit Price Agreement and furnish required bonds and insurance within 14 calendar days of notification that this Bid has been accepted.
- b. Construct all the work required by the Bidding Documents for the prices and within the times indicated in this Bid.
- c. Complete the work **by Friday, November 20, 2026.**
- d. **Accept Liquidated Damages of \$500.00 per calendar day for delays beyond the completion date.**

3. Bidder acknowledges:

- a. This bid is submitted in full compliance with all requirements of the Invitation to Bid and the complete set of Bid Documents, including plans, specifications, addenda, and referenced attachments.
- b. **The Project will be performed on land owned by Pauline Braymen (the "Landowner").** Neither the Landowner nor any public agency that provided funding for this project will be a party to the contract, and the Bidder will assert no claims against them for any reason.
- c. Neither the contractor nor any subcontractors or materialmen will have recourse to state law liens against the Landowner and the Landowner will not be responsible for any claims of the contractor, subcontractors, or materialmen. The prime contractor shall be required to provide performance bonds, as well as being required to carry all casualty and liability insurance. By accepting the contract, the contractor acknowledges that the Landowner is

not a party, and will assert no claims against the Landowner, any state government, or the U.S. government in any disputes with subcontractors, materialmen, or DU.

4. By submitting this bid, the Bidder represents and warrants that it has examined the project site, all plans, specifications, and other information made available by Ducks Unlimited, and is fully informed as to the nature and location of the work, site conditions, and all factors that may affect performance. The Bidder certifies it has provided Ducks Unlimited written notice of any discrepancies, omissions, or conflicts identified in the Bid Documents prior to bid submission. No claims for misunderstanding or lack of knowledge will be allowed after submission.
5. The Bidder certifies that the bid has not been prepared in collusion with any other contractor and that the prices, terms, and conditions have not been communicated to any person prior to the official opening.
6. The basis of this bid is the Unit Prices entered into Ducks Unlimited's PMWeb system and submitted electronically with this Bid Form. The quantities in the Bid Table are approximate and will be verified by the Engineer. Extensions are for comparison only; unit prices in PMWeb govern.
7. The Bidder certifies that all required attachments listed in the Bid Documents—including Addenda Acknowledgement, Subcontractor and Supplier Disclosure, and required Certifications—have been fully completed and submitted via PMWeb together with this Bid Form. These attachments are incorporated by reference.
8. This Bid Form, together with all Unit Prices submitted in PMWeb and all required attachments, constitutes a firm offer to Ducks Unlimited, Inc. This offer remains irrevocable for thirty (30) calendar days from the bid closing time, unless extended by mutual written agreement.

Addendum and signature page follows

Contract Documents

- a. General and Standard Supplemental Conditions
- b. Funding Specific Flow Down Conditions
- c. Special Provisions
- d. Permits
- e. Technical Specifications
- f. Drawings (attached separately)

Addenda Acknowledgment

The Bidder acknowledges receipt of the following Addenda to the Bid and Contract document (give number and date of each).

Addenda		Dated	
Nos.			

Signatures:

Date:

Bidding Company:

Bidder:

Bidder Title:

Bidder Signature:

Bidder's Mailing Address:

Bidder's Phone Number:

Bidder's Email:

Tax ID Number:

Unique Entity Identification Number:

Contractor License Number (if applicable):

Contractor License Class (if applicable):

Contractor License Expiration Date (if applicable):

SUBCONTRACTORS AND MATERIALS

The Bidder shall quote the name and address of each proposed Subcontractor or Supplier. It is agreed that there will be no substitution of Subcontractors or Suppliers, nor will any part of the work be subcontracted without the approval of Ducks Unlimited, Inc. in writing. Ducks Unlimited, Inc. encourages the use of disadvantaged business enterprises (DBE) such as small business (SB), minority business enterprises (MBE), women's business enterprises (WBE), native American owned (NAO), and disabled veteran business enterprise (DVBE) as subcontractors. Please indicate in the space provided if any of your subcontractors belong in one of the DBE categories.

Subcontractors

Subcontractor name:	Place of business:	Contractor license no.:
DBE Status:		
Portion of the work to be performed:		% of total contract value:

Subcontractor name:	Place of business:	Contractor license no.:
DBE Status:		
Portion of the work to be performed:		% of total contract value:

Subcontractor name:	Place of business:	Contractor license no.:
DBE Status:		
Portion of the work to be performed:		% of total contract value:

Statement of Suppliers:

Material	Supplier	Address	DBE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proposed Construction Equipment

Bidder shall list below the description and equivalent hourly rate charges of the construction equipment that he proposes to use, rent or purchase to complete the work. Additional sheets may be used, if needed.

Contractor's Proposed Start Date:

Status (Required):

Check appropriate line if your business/company is one or more of the following categories:

Small Business

Minority Business Enterprise

Women's Business Enterprise

Native American Owned

Disabled Veteran Business Enterprise

Attachment A

DUCKS UNLIMITED, INC.

Certification Regarding Lobbying

This form is required with bid if bid is over \$100,000

The undersigned certifies, the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants and contract under grants loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

Attachment B

DUCKS UNLIMITED, INC.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

This form is required with bid if bid is over \$25,000

The Contractor certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- B) Have not within a three (3) year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C) Are not presently indicted for or otherwise criminally or civilly charge by a government entity, Federal, State or local, with commission of any of the offenses enumerated in paragraph b) of this certification; and
- D) Have not within a three (3) year period preceding this application/proposal had one or more public transactions, Federal, State or local, terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this solicitation or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to Ten Thousand Dollars (\$10,000.00) or imprisonment for up to five (5) years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

DU Statement & Acknowledgment					Effective Date: 10/1/2025	
Part I - Statement Of Prime Contractor						
1. Prime Contract Number		2. Date Subcontract Awarded		3. Subcontract Number		
4. Prime Contractor				5. Subcontractor		
a. Name				a. Name		
b. Street Address				b. Street Address		
c. City		d. State	e. ZIP Code	c. City		d. State
						e. ZIP Code
6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."						
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:						
a. Name Of Awarding Firm						
b. Description Of Work By Subcontractor						
8. Project				9. Location		
10a. Name Of Person Signing		11. By (Signature)			12. Date Signed	
10b. Title Of Person Signing						
Part II - Acknowledgment Of Subcontractor						
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:						
102.100 Retention and Examination of Records 102.200 Subcontracts 102.300 Equal Employment Opportunity 102.400 Small, Minority-Owned and Women's Business Enterprises 102.500 Rights to Inventions 102.600 Resource Conservation and Recovery Act 102.700 Drug Free Workplace 102.800 Copeland Anti-Kickback Act 102.900 Contract Work Hours and Safety Standards Act - Overtime Compensation				102.1000 Buy America* 102.1100 Domestic Preference 102.1200 Clean Air and Water Act 102.1300 Certification Regarding Lobbying 102.1400 Certification Regarding Debarment and Suspension 102.1500 Contract Termination and Debarment 102.1600 Covered Telecommunication Equipment 102.1700 Davis Bacon Act and Related Acts* 102.1800 Employment Eligibility Verification* * NOTE - IF INDICATED ON SUPPLEMENTAL CONDITIONS COVER PAGE		

14. Name(s) Of Any Intermediate Subcontractors, If Any

A		C	
B		D	

15a. Name Of Person Signing	16. By (Signature)	17. Date Signed
15b. Title Of Person Signing		

GENERAL CONDITIONS FOR CONSTRUCTION

2026 PMWeb Edition



TABLE OF CONTENTS

101	GENERAL CONDITIONS.....	3
101.100	DEFINITIONS.....	3
101.200	BID REQUIREMENTS AND CONDITIONS.....	5
101.300	AWARD AND EXECUTION OF CONTRACT	6
101.400	SCOPE OF WORK.....	8
101.500	CONTROL OF WORKS	11
101.600	CONTROL OF MATERIALS.....	14
101.700	LEGAL RELATIONS AND RESPONSIBILITIES.....	14
101.800	PROGRESS OF WORK	18
101.900	PAYMENTS	21

101 GENERAL CONDITIONS

101.100 DEFINITIONS

101.101 Corporation

Shall mean Ducks Unlimited, Inc.

101.102 Construction Manager

Construction Manager shall mean the individual designated by the Corporation acting directly or through a duly authorized representative.

101.103 Contracting Officer

Shall mean the person, Engineer or otherwise, designated by the Corporation to administer the requirements of the Contract.

101.104 Contractor

The individual or entity, also known as the successful Bidder, undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.

101.105 Subcontractor

Any person or entity, contracting with the Contractor, either directly or indirectly, to perform all or part of Contractor's obligations under the Contract including, but not limited to, performing all or part of the work, supplying labor and/or providing, selling or leasing supplies, material or equipment for the work.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Corporation. Each subcontract agreement shall preserve and protect the rights of the Corporation under the Contract with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, a copy of the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

101.106 Contract

The Contract between the Corporation and the Contractor consists of the Unit Price Agreement (including all Addenda and attachments thereto), whereby the Contractor is obligated to perform the proposed work, together with the Bid Documents, and any Change Orders. The documents referenced in this paragraph may be referred to as the Contract documents. The Contract represents the entire and integrated agreement between the parties thereto and supersedes all prior negotiations, representations or agreements, either written or oral.

101.107 Bid

The offer or proposal of the Bidder submitted on the prescribed electronic portal setting forth the prices for the work to be performed.

101.108 Bidder

Any person or entity submitting a Bid for the proposed work.

101.109 Bid Documents

Include the Bid Form, which includes all addenda, suppliers and subcontractors, unit price table, certifications, and bid security, as well as all stated conditions, special provisions, technical specifications, plans, and permits as required on the prescribed electronic portal.

101.110 Plans

The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the Contracting Officer and are referred to in the Contract documents.

101.111 Addenda

Written or graphic attachments to the Bid and the Contract which modify or interpret the Bidding documents (being any request for bid or proposal, Plans, Special Provisions, and Technical Specifications) by addition, deletion, clarification or corrections, and which have been mutually approved by the Contractor and the Corporation. Addenda will become part of the Contract when the Contract is executed.

101.112 Technical Specifications

Written requirements for materials, equipment, systems, standards and workmanship as applied to the work, and certain administrative requirements and procedural matters including methods of measurement and basis of payment.

101.113 Special Provisions

Special directions or requirements particular to the work under consideration and not otherwise thoroughly or satisfactorily detailed or set forth otherwise.

101.114 Supplemental Conditions

Supplemental Conditions are additional conditions that apply when listed as a Contract document. Supplemental Conditions contain additions to the General Conditions.

101.115 Flow Down Conditions

Flow Down Conditions are additional terms and conditions that apply when listed as a Contract document, and contain obligations required by the project funding agreement to be passed on by the Corporation to the Contractor and its Subcontractors.

101.116 Work

The construction and services required by the Contract whether completed or partially completed, and including all other labor, materials, equipment and services provided by the Contractor or a Subcontractor to fulfill the Contractor's obligations.

101.117 Extra Work

An item of work not provided for in the Contract as awarded but found essential, by the Contracting Officer, to complete the work within its intended scope. Contractor is not authorized to commence any Extra Work without the prior written consent of the Corporation.

101.118 Change Order

A written agreement signed by the Contractor and Corporation amending the scope of the work to be performed, defining Extra Work items, and documenting other changes to the Contract documents.

101.119 Completion Date

Date specified on the Contract by which all contracted work is to be completed by the Contractor.

101.120 Substantial Performance

A Contract or Subcontract shall be conclusively deemed to be substantially performed when the works to be constructed under the Contract or Subcontract are ready for use and the Contractor or Subcontractor has met all statutory requirements.

101.121 Bonds

Without restricting or limiting any other format and acceptable definition of Bid, Performance, and Payment Bonds, for the purposes of this agreement the Bid, Performance, and Payment Bonds shall also include any form of security acceptable to the Corporation and obtained or provided by the Contractor for the benefit of the Corporation, under the terms of which the Corporation is to be indemnified by the Contractor for any loss or damage howsoever arising, as a result of any failure, neglect, delay or for default under the terms of the Contract, including breach of the Contract. Letters of Credit are not an acceptable form of security bond.

101.122 Notice to Proceed

Written notification from the Contracting Officer authorizing the Contractor to commence work pursuant to the Contract.

101.123 Final Acceptance

Corporation shall provide in writing a Final Acceptance to the Contractor indicating that all of the terms of the Contract have been fulfilled and the Work is complete.

101.200 BID REQUIREMENTS AND CONDITIONS

101.201 Bid

The accepted Bid shall apply to and be part of the Contract. All Bids shall be Bids for work over \$250,000 will be made by sealed bid only. Bids for work under \$250,000 will be made by sealed bid unless otherwise specified by the Contracting Officer. Electronic submission of Bid in accordance with the instructions to bidders shall be considered a sealed bid.

101.202 Delivery of the Bid

All bids must be submitted electronically through Ducks Unlimited's electronic portal as outlined in the Instructions to Bidders unless otherwise instructed. The Corporation reserves the right to open the Bids in

private. The Bid will be reviewed by the Contracting Officer, after which a Contract may or may not be awarded. Any Bid received after the closing time stated in the electronic portal will not be accepted.

101.203 Acceptability of Bids

Bids which are incomplete, conditional, illegible or obscure or that contain additional matters not requested by the Corporation, reservations, erasures, alterations (unless properly and clearly made and initialed by the Bid signing officer) or irregularities of any kind, may be rejected. The Corporation reserves the right to waive formalities at its discretion. The Corporation reserves the right to reject any or all Bids. The lowest Bid may not necessarily be accepted. Any obviously unbalanced Bid may be rejected.

101.204 Validity of the Bid

The Bidder agrees that the Bid and the prices quoted therein constitutes an offer to the Corporation which is open for acceptance of the Corporation for a period of thirty (30) calendar days from the Bid closing time. The Bidder also warrants that the Bid was made in good faith and that the Contractor has not entered into collusion with other Contractors to falsify its Bid.

101.300 AWARD AND EXECUTION OF CONTRACT

101.301 Acceptance of Bid

Within thirty (30) calendar days of the Bid closing time, the successful Bidder will be notified.

101.302 Execution of Contract

Upon the Corporation's acceptance of the Bid from the Contractor, the successful Bidder shall execute the Corporation's Unit Price Agreement and shall deliver such executed agreement to the Corporation within fourteen (14) calendar days after receipt. The Corporation may rescind its acceptance of Bidder's offer or terminate the Contract and Bidder shall be in default for failure to execute the Unit Price Agreement or for not providing the required information within the fourteen (14) calendar day period.

101.303 Bonds

Performance Bonds and Payment Bonds when required by the Corporation shall be provided on forms acceptable to the Corporation and shall be delivered to the Corporation with the signed Unit Price Agreement pursuant to Section 101.303 "Execution of Contract." The Performance Bond and the Payment Bond shall each be for the amount shown in the Bid Form and shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract and upon prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract. The Performance Bond and Payment Bond shall be executed by the Contractor and a corporate bonding company licensed to do business in the state in which the work is located, and listed on the US Department of Treasury Circular 570. The Performance and Payment Bond shall be effective on the date the Unit Price Agreement is signed by the Corporation and shall remain in effect until one (1) year after the final acceptance of the work and final payment is made or such earlier date as determined by the Corporation. The Corporation may, at its sole discretion, terminate the Contract on written notice if the required bonds are not received in a timely manner as provided above and/or do not comply with the requirements of the Contract.

After the Unit Price Agreement is signed and the Performance and Payment Bonds are received, any Bid security held by the Corporation shall be returned to the successful Bidder. If the Contractor fails to execute

the Unit Price Agreement, the Bid security will be forfeited to the Corporation. This forfeiture shall not impair any other remedies, which the Corporation may have either at law or in equity. All unsuccessful Bidders will be relieved of any obligation to enter into a Contract and any security held by the Corporation will be returned.

101.304 Construction Schedule

Unless otherwise stipulated in the Bidding documents, the Contractor shall prepare and submit a construction schedule in writing to the Contracting Officer within ten (10) days of the effective date of the Contract for approval. The schedule shall be submitted to the Contracting Officer prior to the issuance of the Notice to Proceed. The schedule shall provide for the timely completion of the work, which is considered to commence with the scheduling of a pre-construction meeting and end no later than the Contract completion date. The schedule shall outline the major elements of the Work, the time to complete each element, and an estimate of start and completion dates for each element of the Work. The schedule shall be submitted in a format suitable for reproduction and distribution, and updated during the course of construction. Approval of the construction schedule by the Contracting Officer shall be in writing and will not relieve the Contractor of the responsibility to complete the work on a project in a timely manner. Any revisions to the schedule must be submitted to the Contracting Officer in writing and approved by the Contracting Officer.

101.305 Submittals

The Contractor shall prepare and provide a copy of all shop drawings, a description of the construction methods, material specifications, and any other submittal information as required in the Special Provisions or Technical Specifications. This information shall include but is not limited to rebar drawings, structural steel drawings, precast drawings, concrete mix designs, cold and hot weather concrete placement procedures, aggregate and rock gradation and water control structure details. All information shall be submitted in a timely manner to allow the Contracting Officer sufficient time to review and approve the submittals before purchasing the material and prior to commencement of the work. The Contracting Officer shall review and approve or reject initial submittals in writing within seven (7) business days after receipt. Where the Contracting Officer requests additional information or rejects an initial submittal, the Contracting Officer shall use such time as is necessary to review the additional materials or new submittals.

Approval of this information shall not relieve the Contractor of his/her responsibility to meet the requirements of the Contract.

101.306 Notice to Proceed

No work or ordering of materials shall be done on a project until the Contracting Officer has issued a Notice to Proceed. The Notice to Proceed will be written and will be issued only when a signed Unit Price Agreement, a Certificate of Insurance and Construction Schedule as required herein, and all required bonds or other security have been received by the Corporation. If a Notice to Proceed has not been issued within thirty (30) calendar days of Corporation's execution of the Unit Price Agreement then the Contract is considered void unless both parties mutually agree in writing to extend it. If a Contract is extended in such a manner, the Contractor understands that a Notice to Proceed is still needed prior to the start of a project.

Once a Notice to Proceed has been issued, the Contractor shall initiate work in sufficient time to complete the works by the Completion Date indicated on the Unit Price Agreement. If the Contractor has, in the opinion of the Contracting Officer, delayed the commencement of work to the extent that the Completion Date cannot be met, then the Contractor may be subject to the penalties of default or delay as described herein.

101.400 SCOPE OF WORK

101.401 Increased or Decreased Quantities

The quantity of any Contract item may increase or decrease naturally during the completion of a project or may be ordered changed by the Corporation without nullifying the Contract. If the quantity of any Contract item required to complete the project varies from the original estimate by twenty-five percent (25%) or less, payment for that quantity shall be made at the Contract unit price. Unless otherwise noted, adjustment to the Contract item unit price may be made if quantities differ from the original estimate by more than twenty-five percent (25%). An adjustment to the Contract unit price shall be made for the entire Bid item quantity. This adjustment shall be made by the mutual consent of the Contractor and Corporation.

If payment for an increase or decrease greater than 25% in a line item quantity cannot be agreed upon between parties, then payment shall be made as outlined in Section 101.402 "Extra Work." The Contractor shall be responsible for all of the record keeping requirements described in this section.

101.402 Extra Work

The Corporation may, without invalidating the Contract, order the Contractor to perform Extra Work. The Contractor shall not commence any Extra Work unless the work has been ordered in writing by the Corporation. Extra Work shall be paid for by negotiated unit rates or actual hours worked in accordance with the rate or rates set in the Extra Work order. Standby time will not be considered as Extra Work or a viable claim and all claims for payment of standby time will be denied.

The Contractor shall keep a daily record of each portion of work covered by the Extra Work order, showing the names of each workman engaged on the Extra Work, the number of hours each workman was employed, and the number of hours equipment was employed on the Extra Work. These daily records shall be made in duplicate each day of which Extra Work is done, and shall be signed by the Contractor in charge of the work and submitted to the Contracting Officer for approval.

All invoices in connection with the Extra Work shall be submitted by the Contractor to the Contracting Officer, not later than the tenth (10th) day of the month following the last day in which the Extra Work was performed. All Extra Work shall be documented on a Change Order.

101.403 Force Account Work

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Corporation may direct by written Change Order that the work be done on a force account basis. The term "Force Account Work" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the work as described in Direct Cost Categories.

No Force Account Work shall be performed without prior written authorization from the Corporation. The Corporation shall issue a written directive to the Contractor specifying the scope of the Force Account Work to be performed.

Overtime will not be considered on force account work unless requested by the Contractor and approved in writing by the Construction Manager before the work occurs. In such cases, the Contractor shall submit his estimated hours to complete the work and a justification for why overtime is warranted.

Prior to the commencement of Force Account Work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment, and materials furnished on Force Account Work shall be

recorded daily by the Contractor upon report sheets acceptable to the Construction Manager. The daily Force Account Work record shall include a description of work performed, change order number, description and quantities of materials used, and location of work. The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of Extra Work paid for on a Force Account Work basis and the costs of other operations. The reports shall be signed by the Contractor in charge of the work, and a copy of which shall be furnished to the Construction Manager for approval no later than one business day following the performance of said work.

If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily Force Account Work report, the Contractor shall correct the reports to the Construction Manager's satisfaction.

The invoice for Force Account Work shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment employed, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Direct Cost Categories: The categories described below are defined to be direct costs. No other type of costs will be allowable as direct costs. Direct costs shall not include any labor costs pertaining to the Contractor's and subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools and supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

a) Direct Labor

The Contractor will be paid the cost of direct craft labor for the workers and foremen (when authorized by the Construction Manager) used in the actual and direct performance of the work.

The direct labor cost will be the actual payroll cost, including wages, subsistence and travel payments, fringe benefits as established by negotiated labor agreements or state prevailing wages. A markup of 15% is allowed on top of direct labor costs for Force Account Work. Except as otherwise provided, the Contractor shall receive no additional compensation for wage premiums resulting from overtime work performed under change conditions without the prior written authorization of the Construction Manager.

b) Materials

The Contractor will be paid the actual cost of the materials furnished by the Contractor required in the performance of the force account work, including tax and delivery if paid. The Contractor shall furnish a copy of the vendor's invoice or other satisfactory evidence of the cost of such materials. Small tools and supplies are considered incidental to the direct labor costs. A markup of 15% is allowed on top of direct material costs for force account work.

c) Construction Equipment

The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use and required for force account work. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the applicable state department of transportation equipment rental rates which is in effect on the date upon which the work is performed. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for

those items. For equipment that the state department of transportation has not established a rental rate, the rate shall be agreed upon in writing by the Construction Manager. A markup of 15% is allowed on top of direct equipment costs for Force Account Work.

d) **Subcontractor Work**

The Contractor will be paid the actual cost of the subcontracted work furnished by the Contractor required in the performance of the Force Account Work. The Contractor shall furnish a copy of the subcontractor's invoice. A markup of 5% is allowed on top of direct subcontracting costs for Force Account Work. For all such work done by sub-tier-subcontractors, such sub-subcontractors may add the same markup percentage as the Contractor. For all such work performed by consultants, engineers, surveyors, etc. there shall be no mark-up or fees with the exception that added to their costs the combined total allowable markup for the Contractor and all subcontractors is 5% of the fee total.

101.404 Concealed or Unknown Conditions

If conditions are encountered which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in any event no later than 5 calendar days after first observance of the conditions. The Contracting Officer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract and/or Completion Date. If the Contracting Officer determines that the conditions are not materially different from those indicated in the Contract, and that no change in the terms of the Contract is justified, the Contracting Officer shall so notify the Contractor in writing stating the reasons. Claims by the Contractor in opposition to such determination must be made within 5 calendar days after the Contracting Officer has given notice of the decision, pursuant to 101.905. If the conditions encountered are materially different, the Contract and Completion Date shall be equitably adjusted, and any Extra Work completed in accordance with 101.402.

101.405 Clean Premises

The Contractor shall keep the work site in a neat and orderly condition at all times. Care shall be taken to prevent excessive soil erosion by either wind or water. Waste materials, rubbish and debris shall be promptly and regularly removed from the site by the Contractor.

Upon completion of the work, the Contractor shall promptly remove all remaining materials, rubbish, litter, debris, temporary structures, excess materials and plants, and shall clean up the site and works to the satisfaction of the Contracting Officer.

101.406 Stop Work Order

The Contracting Officer may stop work at any time by giving written notice to that effect to the Contractor. Under no circumstances shall the Contractor recommence construction until he/she has obtained written permission of the Contracting Officer.

101.407 Standby Time

The Contracting Officer may require a Contractor to stop work on a project and "standby" for a period of time before resuming work. When a Contractor is required to "standby" by order of the Contracting Officer

then payment for idle equipment shall be made at an hourly fixed-cost rate for each piece of equipment ordered to be idle plus fifteen percent (15%). Equipment rates shall be per the State Department of Transportation equipment rental rates for idle equipment in the State where the work is being performed. If the State Department of Transportation equipment rental rates do not specify a factor for idle equipment, the rate shall be twenty-five percent (25%) of the hourly rental rate listed. Payment for standby equipment shall be based on an eight (8) hour day not to exceed forty (40) hours per week. Standby time will not be considered for payment when the cause is for a legitimate safety concern, imminent risk to the project caused by the Contractors work, or Contractor negligence.

101.500 CONTROL OF WORKS

101.501 Contracting Officer's Rights and Obligations

The Contracting Officer shall:

- a) Decide whether all work has been completed as required by the Contract, including the acceptability of the quality and quantity of any labor, equipment or material used in the execution of the work, and the timing and scheduling of the various phases of the work.
- b) Be authorized to order completed work that is not in compliance with the Contract to be corrected by the Contractor as determined by the Contracting Officer and to order any material that is not in compliance with the Contract to be removed and replaced by the Contractor.
- c) Have the right to schedule post construction project inspection of the project to determine if corrective work is necessary.

101.502 Supervision of Construction and Workers

The Contractor shall supervise and direct the work using his/her best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. The Contractor shall also designate a person(s) to be the Contractor's representative on site. The Contractor's representative will serve as the project contact person and will represent not only the Contractor but also any subcontractors used on the project. The superintendent shall be responsible for requesting inspection, notifying the Construction Manager when segments of the work are complete, and communication of instructions to all employees and subcontractors on the job site. Except in emergency situations all specified notifications, submittals, and communications shall be considered valid only if they are received in writing by the Construction Manager from the designated superintendent.

Any person employed by the Contractor who, in the opinion of the Contracting Officer, does not perform his work in a proper skillful manner, or is disrespectful, intemperate, disorderly, or otherwise objectionable, shall by written request (detailing reasons) of the Contracting Officer to the Contractor be removed from the work site by the Contractor employing the person, and that person shall not be employed again on any portion of the said work.

101.503 Inspection

Construction operations requiring onsite inspection as stipulated in the Contract documents shall not be in progress when the Contracting Officer is not on site unless otherwise authorized by the Contracting Officer. Inspection will be performed on the project in accordance with the inspection requirements.

The Contractor shall give the Contracting Officer no less than two (2) business days written or verbal notice of Contractor's intention to commence construction on any specified operations, and shall not demobilize equipment that may be necessary to adjust or modify such elements of work.

It shall be the Contracting Officer's responsibility to ensure that he/she is available to inspect the work provided he/she has been given the appropriate notice. The Contracting Officer may, without breach of the Contract, direct the Contractor either verbally or in writing, to proceed with construction of these operations without the Contracting Officer being present.

Visual inspection and quality assurance testing will be performed by the Contracting Officer at his/her discretion, and is for the sole benefit of the Corporation for quality assurance. The Contractor shall cooperate with the Corporation's quality assurance testing firm(s) by furnishing samples of materials and providing assistance as requested without charge. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the contract documents. The Corporation, at its own expense, may employ the services of an independent third party firm or individual to provide certified verification of compliance or noncompliance with the requirements for acceptance as stated in the Contract documents. The Contractor shall, without charge, replace or correct work or materials found not to conform to the contract requirements. The costs of all retests may be deducted from monies due, or to become due the Contractor.

101.504 Survey Stakes and Plans

The Contractor is responsible for and shall perform all surveys and measurements required to accurately layout and control work as shown on the plans. Unless otherwise noted in the Contract documents, the Contracting Officer shall provide basic alignment staking and horizontal and vertical control for the Contractor at the project site(s). The Contractor shall assume full responsibility for dimensions and elevations measured from such stakes and for checking the location and elevation of the individual units.

If necessary, the Contractor shall provide adequate and suitable employees to assist the Contracting Officer with minor construction staking.

The Contractor shall be responsible for the preservation of construction stakes and identified survey pins, and the cost of replacement if disturbed.

101.505 Accommodation of Traffic

The Contractor shall obtain and comply with all road permits issued by State, County, and local agencies having jurisdiction over the roads used. The Contractor shall make proper provisions for maintaining traffic on roads and railways. The Contractor shall minimize disruption to all highways and adjacent road traffic. Vehicular and pedestrian traffic shall not be stopped, restricted or diverted except when specified in the Contract documents.

101.506 Access to the Project Site and Site Protection

When crossing private property, the Contractor shall confine his/her activity to only access roads indicated on the Plans, unless otherwise specified by the Contracting Officer.

The Contractor's use of the project site shall be limited to its construction operations. The Contractor shall minimize disturbance outside the construction limits, and not unnecessarily disturb land on or adjacent to the site. Haul routes and areas of disturbance may be limited at the Contracting Officer's discretion. Damage to any existing equipment, structures, utilities, fencing, roads and /or any other existing facilities due to the

Contractor's work or activities shall be repaired or replaced at the expense of the Contractor to the owner of the site's satisfaction.

101.507 Control of Surface/Subsurface Water

The Contractor is responsible for control of surface water, subsurface water and drainage during the construction period. The discharge from dewatering operations shall be approved by the Contracting Officer before dewatering operations begin. All temporary fills, crossings, or culverts necessary to promote drainage will be installed and removed at the Contractor's expense prior to acceptance of the work. Drains in the project area critical to agricultural and/or habitat management operations may be operating during construction. Any claims arising from upstream or downstream damages as a result of the construction or failure of these temporary works will be the Contractor's responsibility.

101.508 Spill Prevention, Control and Countermeasures

The equipment that the Contractor utilizes to undertake the Work shall be maintained in a manner that minimizes the potential for spills of fuels, lubricants, and other hazardous construction materials. The Contractor shall employ at a minimum the following prevention, control and response measures:

- A. Only perform equipment fueling, maintenance and repair as needed for efficient performance of the work, and in a manner that is protective of water quality and the environment.
- B. Spill prevention shall include but not be limited to the placement of drip pans under equipment, the draining of leaking fluid reservoirs and/or lines, and the repair of leaking gaskets.
- C. In the event of any accidental leaks or spills, immediately clean up the spill and contain any contaminated waters. Remove any contaminated soils, contaminated water, sludge, spill residue or other hazardous materials offsite in accordance with all applicable laws and dispose of at a lawfully permitted facility.
- D. Maintain onsite a spill kit for emergency containment and cleanup.

The Contractor shall immediately notify the Contracting Officer in the event of any spill or release of chemical in any physical form within the project site or adjacent waterways. The Contractor shall be solely responsible for all costs of fines, cleanup, sampling and analysis, reporting and monitoring that results from any fuel or chemical release caused by the Contractor.

101.509 Fire Prevention

The Contractor shall take all necessary precautions to prevent grass, brush and forest fires on the Work. He/She shall be responsible for all damage from fires due directly or indirectly to his/her own activities or to those of his subcontractors or employees.

101.510 Subcontracts

Contractor shall not, without the written permission of the Corporation, assign this Contract, or make any Subcontract with any person to perform any portion of the work except as approved in the Bid.

In the event the Corporation consents to a subcontract or assignment, the Contractor shall not be relieved of any liabilities or obligations under the Contract. The Contractor shall be responsible for the prompt payment of all just debts incurred by the assignee or Subcontractor on work done under the Contract.

The Contractor shall supervise all work performed by a Subcontractor and shall terminate a Subcontractor if the Subcontractor's performance is not of good quality or in accordance with the Contract requirements.

101.600 CONTROL OF MATERIALS

101.601 Acceptance of Materials Supplied by the Corporation

The Contractor shall, upon delivery to the site or to his/her possession, check carefully the number and quality of such materials. In the event that there are shortages, discrepancies or materials in poor condition, the Contractor shall immediately report in writing such shortage, discrepancy or poor condition to the Contracting Officer responsible for the work.

101.602 Storage and Care of Materials Supplied by the Corporation

The Contractor shall be solely responsible for the full amount of material in each shipment and any theft of, loss of or damage to material after delivery to the Contractor, will be charged to the Contractor.

If any questions should arise as to the suitability of any material supplied by the Corporation for use on the work, such material shall remain in the care of and at the risk of the Contractor until it can be examined and tested by the Contracting Officer to determine its fitness for the purpose for which it was supplied.

The Contractor shall be solely responsible to provide that materials supplied by the Corporation to the Contractor are only used for the purpose for which they are supplied.

101.603 Warranty

The Contractor warrants to the Corporation that all materials and equipment furnished by the Contractor under the Contract will be new and in accordance with the Contract documents unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Corporation, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event the Contracting Officer discovers that unacceptable materials are being used, whether incorporated in the work or not, such materials shall be promptly removed from the site at the Contractor's expense.

101.700 LEGAL RELATIONS AND RESPONSIBILITIES

101.701 Insurance

Notwithstanding any other insurance coverages carried, or required by law to be carried, by the Contractor, the Contractor shall provide, maintain and pay for the following insurance coverage :

- (a) Worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed at statutory limits;
- (b) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) covering claims for damages because of bodily injury, sickness or disease, or death of any person at limits of at least \$1,000,000 or the amount listed as a Special Provision, which ever is greater.
- (c) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) covering claims for damages because of property damage to the property of third party(ies) at limits of at least \$1,000,000 or the amount listed as a Special Provision, which ever is greater.

- (d) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), inclusive of contractual liability coverage, covering claims involving contractual liability insurance applicable to the Contractor's obligations under Section 101.800 at limits of at least \$1,000,000 or the amount listed as a Special Provision, which ever is greater.
- (e) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), inclusive of property damage liability, covering claims for damages to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom at limits of at least the amount of this Agreement paid to Contractor;
- (f) Insurance Service Officer Pollution Liability coverage covering claims for damages because of bodily injury, sickness or disease, death of any person, or injury to or destruction of tangible property (including resulting loss of use and cleanup costs) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants, at limits of at least \$1,000,000 or the amount listed as a Special Provision, whichever is greater, per occurrence;
- (g) Insurance Services Office Commercial Auto Liability covering claims for damage because of bodily injury, death or personal property damage arising out of the ownership, maintenance and/or use of a motor vehicle at limits of at least \$1,000,000 or the amount listed as a Special Provision, which ever is greater, per occurrence;
- (h) Professional Liability (Errors and Omissions) coverage. If the Contractor or any of its subcontractors will perform professional services as part of the Work—including, but not limited to, construction surveying, materials testing, geotechnical evaluations, engineering, or other services requiring professional judgment—then the Contractor shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim, written on a claims-made basis. The policy shall have a retroactive date on or before the first date on which the Contractor (or its subcontractor) began providing such professional services for the Project. Insurance shall be maintained throughout performance of the professional services and for not less than two (2) years following final completion of the Work; and
- (i) When applicable to Work being performed by the Contractor or any of its subcontractors, Herbicide and Pesticide Application Liability insurance covering claims for damages because of bodily injury, sickness or disease, death of any person, or injury to or destruction of tangible property (including resulting loss of use) arising out of the Contractor's application, handling, storage, or dispersal of herbicides, pesticides, or similar chemicals, at limits of at least \$1,000,000 or the amount listed as a Special Provision, whichever is greater, per occurrence.

Such insurance coverages, as deemed necessary by the Corporation, shall be purchased from and maintained with a company or companies lawfully authorized to do business in the state in which the work is performed. Liability coverages shall include: products and completed operation coverage; independent contractors coverage; explosion, collapse, underground ("ECU") coverage; and broad form contractual liability coverage. Such coverages shall insure claims which arise out of or result from the Contractor's operations under the Contract whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

All insurance coverages required to be obtained and maintained by Contractor under the Contract: (1) name Ducks Unlimited, its officers, directors, employees and agents as additional insureds, along with any additional entity or person as identified in a Special Provision; (2) must be written as primary policy

coverage and not contributing with or in excess of any coverage of which the Corporation may carry; (3) must contain an express waiver of any right of subrogation by the insurance company against the Corporation and its employees, officers, directors and agents; and (4) must provide that the policy may not be cancelled unless the Corporation shall have received Ten (10) (or as otherwise provided in the policy, whichever is longer) calendar days prior written notice of cancellation.

Contractor shall deliver to Corporation with the signed Contract, certificates of insurance evidencing that the coverages listed herein are in effect. Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of the execution of the Contract by the Contractor until Corporation consents in writing upon completion of the project as determined by Contracting Officer. If there is any conflict between the requirements of this Section 101.701 and the Flow Down Conditions, the Flow Down Conditions shall prevail.

101.702 Indemnity

The Corporation shall bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Contractor, any Subcontractor, or their respective employees', agents', servants' and assigns' activities under this Contract. Contractor agrees that it will indemnify, defend and save Corporation harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, judgements, costs and expenses of every nature and description brought or recovered against the Corporation or expended by the Corporation, including the payment of attorneys' fees arising from the performance by Contractor, any Subcontractor, and/or their respective employees, agents, servants and assigns of Contractor's obligations under this Contract. This provision shall survive the termination of this Contract.

101.703 Regulations, Acts and By - Laws

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority that apply to the work carried out under this Contract. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, he/she shall assume full responsibility and shall bear all costs attributable thereto.

101.704 Severability

If any term or provision of the Contract shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of the Contract shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

101.705 Licenses and Permits

The Contractor shall obtain and pay for all necessary permits and licenses required by statute or by any by-law, order or regulation having the force of law.

101.706 Taxes

The Contractor shall pay all applicable taxes, excise taxes and duties on materials supplied by the Contractor for the Contract.

101.707 Existing Utilities

It shall be the Contractor's responsibility to determine and verify the location of existing utilities before commencing any work in the vicinity. The Contractor shall indemnify and save harmless the Corporation from and against any and all claims, actions, suits, demands, damage or costs howsoever arising because of any damage to existing utilities.

101.708 Existing Fencing

Any existing fencing dismantled or removed by the Contractor so as to accommodate the construction or access to site shall be replaced or rebuilt to its original condition prior to the Contractor leaving the site. Before any dismantling or removing of fence on private property, the Contractor shall get written permission from the local landowner of that property. All costs incurred for this dismantling or removing shall be borne entirely by the Contractor.

101.709 Roads

The Contractor shall be responsible for all damage and/or restoration of roads whether existing or created, public or private, used in conjunction with the construction of a project. All roads shall be returned to a condition equal or better to that existing prior to their use in construction of the project. Repair and or restoration work of roads shall be at the expense of the Contractor.

101.710 Cultural or Historic Resources

Federal law protects any cultural or historic resources found on the project land. If any cultural or historic resources (artifacts) are found during construction, all work shall immediately cease and Contractor shall notify the Contracting Officer. The Contracting Officer shall determine whether to continue or cease construction activities as appropriate and shall inform the Contractor of his decision.

Contractor will be compensated for work completed to the point of cessation of activities. Any additional claims will be reviewed by the Contracting Officer.

101.711 Habitat and Wildlife Protection

The project site and adjacent areas contain sensitive habitat areas for protected wildlife, and may include endangered species. The Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and by methods that: 1) comply with environmental regulations, 2) adhere to special provisions and/or permits included in the Contract, 3) comply with environmental awareness training provided to project personnel, 4) protect wildlife and water quality, and 5) minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Wildlife or plant life shall not be intentionally harmed or destroyed.

101.712 Safety

The Contractor shall be responsible for initiating, providing, maintaining and supervising all safety programs and precautions in connection with the work in accordance with federal, state and local laws and regulations and with generally accepted safety practices. The Contractor shall provide protection devices including barricades, fencing, warning signs, lights, and other devices necessary to ensure security and safety within the project site during all aspects of the Work. The Contractor shall ensure access and safety are maintained continuously during the performance of the Work.

101.713 Limitation of Liability

Contractor covenants that it will not, under any circumstances, bring lawsuit or claim against Ducks Unlimited's individual employees, officers or directors and that Contractor's sole remedy shall be against Ducks Unlimited, Inc. This provision shall survive the termination of this Contract.

101.800 PROGRESS OF WORK

101.801 Neglect or Delay by the Corporation

No extra payment, in addition to the Contract price, will be made to the Contractor for any extra expense, loss or damage due to neglect or delay, unless the Contracting Officer has first certified in writing that such extra expense, loss or damage is directly attributable to any neglect or delay on the part of the Corporation in providing any information or doing any act which is expressly required to do by the Contract. The Contractor shall, within five (5) calendar days from commencement of such neglect or delay, give written notice to the Contracting Officer of a claim for such extra expense, loss or damage. If such notice is not given within the five-day (5) period, any claim the Contractor may have for extra payment shall be waived.

101.802 Default by the Contractor

If the Contractor is adjudged as bankrupt, or if he/she makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his/her insolvency, or if he/she repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough, properly skilled workmen or proper materials, or if he/she fails to make prompt payment to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of any provision of the Contract, then the Corporation may, without prejudice to any right or remedy and after giving the Contractor and his/her surety, if any, four (4) calendar days written notice, terminate the Contract with the Contractor and, when permitted by law, take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he/she may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Where the Contractor is so relieved of the work the Contractor will reimburse the Corporation for all costs and damages incurred or sustained by the Corporation by reason of the Contractor's non-completion of the work. The Contractor will continue to be liable for any legal or contractual obligations other than the physical completion of the work of which he/she was relieved.

Where the Contractor has subsequently completed Contracted work, the Corporation will determine the amount, if any owing to the Contractor that is not required, by the Corporation, for the purpose of completing the Contract and will authorize payment of that amount to the Contractor.

101.803 Extension of Time

At the request of the Contractor, the Contracting Officer may extend the time for completion of the work or any part of the work. Extensions will be provided for delays caused by reasons of Force Majeure as provided in Section 101.804 "Force Majeure" and for changes made to the scope of the work by the Corporation that would increase the time to complete the work. No extensions shall be provided because of Contractor's failure to provide or cause Subcontractors to provide sufficient equipment, labor and material for the completion of the work in the time period provided in the Contract. Any extension request by the Contractor shall be made in writing and document the reasons and need for an extension. A revised construction schedule shall also be provided. A Change Order shall be issued for any extension granted by

the Contracting Officer. Contractor's failure to provide needed documentation or a revised construction schedule in a timely manner may result in the denial of the request for an extension of time.

101.804 Force Majeure

Contractor shall not be liable to the Corporation for failure or delays in performance of any duties or obligations hereunder resulting from any cause beyond its reasonable control, including, but not limited to: weather (flood, hurricane, tornado or earthquake), an act of God, an act of war, an embargo, a strike, governmental action or inaction or other law, rule or regulation which delays or prohibits the performance hereof. If such conditions occur, Contractor shall affirmatively attempt to eliminate, remove and/or cure such condition. In the event that the Contractor is unable to eliminate, remove and/or cure such condition, it shall give notice thereof to the Corporation and be excused from performance hereunder during the currency of any such event. If the condition exists for more than one (1) month from the date notice of any such event is given to the other party, either party may terminate this Contract by giving written notice to the other party. Contractor's failure to provide or cause Subcontractors to provide sufficient equipment, labor and material for the completion of the work in the time period provided in the Contract shall be deemed to be within the Contractor's control and shall not excuse or delay Contractor's performance.

101.805 Adverse Weather

The Contractor shall anticipate and plan for average monthly adverse weather in his/her schedule for all weather dependent activities. An extension of time to the Contract may be considered by the Contracting Officer only when the following conditions are met: 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, and 2) The unusually severe weather must actually cause a delay to the completion of the project. Actual adverse weather delay days must prevent work on critical activities for fifty (50) percent or more of the Contractor's scheduled work day. The delay must be beyond the control and without the fault or negligence of the Contractor.

Average monthly adverse weather and actual weather measured shall be based on data provided by National Oceanic and Atmospheric Administration (NOAA) for the project site location.

101.806 Liquidated Damages

If the Contractor fails to complete the work within the time allowed by the Contract, the Contracting Officer, if satisfied that the Contractor is carrying the work forward with reasonable progress, may allow the Contractor to continue in control of the work. A revised construction schedule will be developed between the Contractor and the Contracting Officer. The Contractor will prosecute the work at as many different places, at such times, and with such forces as necessary to adhere to the revised construction schedule.

For each calendar day that any work shall remain uncompleted after the contract completion date or the time extension date, the sum specified in the Bid Form will be deducted from any money due the Contractor, not as a penalty but as liquidated damages: provided, however, that due account shall be taken of any adjustment of the completion date.

The Contracting Officer may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use.

101.807 Suspension of the Contract

The Contracting Officer may suspend the Contract at any time by giving notice to that effect to the Contractor. If the period of suspension is thirty (30) calendar days or less, the Corporation shall reimburse the Contractor for the Contractor's out-of-pocket expenses involved in complying with the suspension. These costs shall be as mutually agreed upon between the Contracting Officer and the Contractor. If the period of suspension is more than thirty (30) calendar days, the Contractor shall resume operations at such time in accordance with any terms and conditions agreed upon by the Contracting Officer and the Contractor, or failing such agreement, the Contract shall be terminated. In the event of such termination, work done prior to the date of suspension will be paid for at the Contract Unit Prices.

101.808 Termination of the Contract

The Contracting Officer may terminate the Contract at any time for cause, due to a supervening possibility or because of the loss or termination of any funding for the work to be performed under the Contract, by giving written notice to that effect to the Contractor. Any compensation due to the Contractor will be in accordance with Section 101.900 "Payments."

101.809 Final Acceptance

When the Contractor believes the work set forth in this Contract has been completed and is ready for operation, the Contractor shall notify the Corporation and a joint inspection shall be undertaken at which time any deficiencies will be identified.

In the case that any unacceptable deficiencies remain, a written "punch list" of the deficiencies shall be provided to the Contractor. When the Contractor believes the items on the punch list have been completed, the Contractor shall notify the Contracting Officer for an additional inspection. In the event that subsequent deficiencies remain following the second inspection, the Contractor shall be responsible for all travel and hourly expenses incurred by the Corporation necessitated by any and all additional inspections required to ensure the suitability of Contractor's work prior to final acceptance of said work by the Corporation. The Contractor will be provided an invoice of all such expenses. Final retainage shall not be released until said invoice has been paid in full.

Thereafter, the Contracting Officer will issue a written notice of Final Acceptance of the work done if, in the opinion of the Contracting Officer, all requirements of the Contract have been fulfilled. Nothing other than this acceptance shall imply completion of any part of the works, or the fulfillment of the Contract requirements. Until a letter of Final Acceptance is issued the Contractor shall be responsible for injury or damage to any part of the project resulting from the action of the elements or from any other cause. The Contractor shall rebuild, repair, restore or make good all injuries or damages to any portion of the work prior to the final inspection.

When conditions dictate that a small amount of work must be postponed until a later date, then only a letter of Substantial Completion may be issued on that work which has been completed with a letter of Final Acceptance to follow when all the work has been completed.

101.810 Post Construction Warranty

The Contractor warrants to the Corporation that work performed under the Contract will be free from defects not inherent to the quality required and will conform with the requirements of the Contract for a period of one (1) year after the date of Final Acceptance, or Substantial Completion if issued, by the Corporation. During that one (1) year period, if the Contracting Officer determines that the work is defective or does not conform with the requirements of the Contract, the Contractor shall within ten (10)

calendar days of notice from the Corporation perform corrective work to remedy any such defect at its own expense. Failure to correct such defects shall be a breach of Contractor's performance under the Contract, and the Corporation may, in addition to any other remedies at law or in equity, seek redress for nonperformance under the Performance Bond required pursuant to Section 101.304 "Bonds." Warranties for equipment or materials supplied as part of the Contract shall be transferred or assigned to the owner of the site.

101.900 PAYMENTS

101.901 Measurement

All payments to the Contractor will be for acceptable materials furnished and work satisfactorily completed as specified in the Contract. Quantities for each pay item will be measured in accordance with the Unit listed on the Unit Price Table and the method of measurement described in the Technical Specifications.

For bid items that are specified to be measured on a plan quantity basis, the quantities set forth in the bid will be the pay quantities, unless changes are made to the drawings. The actual quantities placed in accordance with the plans and specifications will not be measured for payment. Payment will be made on the bid quantities times the unit price bid.

For bid items that are specified to be measured in the field, as staked, as installed or for time recorded, the quantities set forth in the Bid are approximate only. Final quantities will be verified by the Construction Manager as indicated in the Measurement and Payment sections of the Technical Specifications. The extension amounts shown in the Bid are for comparative purposes only and in no way constitute an actual amount for which Ducks Unlimited, Inc. will be liable.

For bid items that are paid on a lump sum basis, payment will be made based on completion of the bid item. Actual quantities placed in accordance with the plans and specifications will not be measured for payment. The Contracting Officer may consider requests made by the Contractor for progress payments on lump sum bid items. The Contractor shall submit to the Contracting Officer for approval a Schedule of Values identifying costs of major items of work for lump sum (LS) bid items. The major items of work shall be further broken down into definable features of work for which progress payments may be requested. The Contracting Officer may request data to verify accuracy of dollar values, including invoices, receipts, etc. for work completed and materials installed.

Payments to the Contractor are made on completion and acceptance of the work by the Corporation. The partial payments for all bid items may be subject to retention. Payments to the Contractor will be made within thirty (30) calendar days upon receipt of an approved invoice and Waiver and Release form. Invoices are to be submitted on a monthly basis, but not more than bi-monthly, subject to the instructions of the Contracting Officer. The Contracting Officer may waive the frequency of payment requirement if no significant work has been accomplished on a project.

101.902 Payment for Materials on Hand

Partial payments may be made to the extent of delivered cost of approved materials to be incorporated in the work, when delivered to the project or stored in acceptable storage places in the vicinity of the project. This provision shall be applicable to those materials only that are durable in nature and represent a significant portion of the project cost, such as pipe, aggregates, steel and precast concrete, etc. Small warehouse items shall not be included unless approved by the Contracting Officer.

101.903 Final Payment

Final payment shall not be made until the Contractor submits to the Contracting Officer a signed Waiver and Release form. The Corporation at its sole discretion may require a signed Waiver and Release from each Subcontractor, supplier, and materialmen establishing payment or satisfaction of obligations arising out of the Contract before final payment is made to the Contractor. If any Subcontractor, supplier, and materialmen refuses to furnish a signed final Waiver and Release form required by the Corporation, the Contractor shall furnish a bond satisfactory to the Corporation to indemnify the Corporation against any such lien or stop notice. If any liens or stop notices remain unsatisfied after all payments are made, the Contractor shall pay all monies necessary to discharge such liens and stop notices, including all costs and attorney fees.

Payment for work completed under this Contract is subject to terms contained in project funding agreement(s), including fund expiration dates. An approved invoice for final payment must be received by the Contracting Officer within 30 calendar days of Final Acceptance. Failure of the Contractor to submit an invoice approved by the Contracting Officer, and the signed final Waiver and Release form as described above, within the stipulated allowable time shall relieve the Corporation of any outstanding obligation of payment for work completed.

101.904 Claims

Any claims, which the Contractor may have arising out of or related to the Contract, must be presented in writing to the Contracting Officer within thirty (30) calendar days after the particular work on which the claim is based has been completed, otherwise such claims shall be waived.

101.905 Statutory Holdback/Retention

The Corporation shall be entitled to deduct and withhold payment of any and all amounts allowed by law to be so withheld, for whatever period of time and in whatever amounts prescribed; and whether in regards to progress payments or for final payment for services rendered, materials supplied for work done. Such withholding shall not constitute a breach of the Corporation's obligations hereunder and the Corporation shall not be liable to the Contractor for any amounts so withheld, except to the extent and in the manner provided for in the applicable Municipal, State or Federal legislation.

Subject to local law, holdback on projects shall be from zero percent (0%) to ten percent (10%) of the invoice amount as determined by the Contracting Officer at the time the invoice is submitted. The Contracting Officer may increase the retainage above ten percent (10%) when the Contracting Officer has not been given ample opportunity for inspection of the completed work or if the work is only partially completed. Retentions may be released on a schedule as determined by the Contracting Officer. All retentions yet to be paid shall be released on the final invoice once the project has been accepted.

SUPPLEMENTAL CONDITIONS

2022 Edition



Requirements		Applicable	
		Yes	No
102.1000	Buy America		
102.1700	Davis Bacon		
102.1800	E-Verify		

102 SUPPLEMENTAL CONDITIONS

The Supplemental Conditions may contain changes to the General Conditions. These Supplemental Conditions may be further supplemented with any provisions required by the Federal agency or non-Federal entity under a federal award. Where any part of the General Conditions is altered herein, the unaltered provisions shall remain in effect. The applicability of each Supplemental Condition may be dependent upon the monetary value of the contract as noted below, and the notation on the preceding page. Where applicable, this contract incorporates the following Supplemental Conditions unless otherwise specified:

<u>Supplemental Condition</u>	<u>Applicability</u>	<u>Page</u>
102.100 Retention and Examination of Records	All	3
102.200 Subcontracts	All	3
102.300 Equal Employment Opportunity	All	3
102.400 Small, Minority-Owned and Women's Business Enterprises	All	5
102.500 Rights to Inventions	All	5
102.600 Resource Conservation and Recovery Act	All	5
102.700 Drug Free Workplace	All	5
102.800 Copeland Anti-Kickback Act	All > \$2000	7
102.900 Contract Work Hours and Safety Standards Act-Overtime Compensation	All > \$150,000	7
102.1000 Buy America	All*	8
102.1100 Domestic Preference	All	9
102.1200 Clean Air and Water Act	All > \$150,000	9
102.1300 Certification Regarding Lobbying	All > \$100,000	10
102.1400 Certification Regarding Debarment and Suspension	All > \$25,000	11
102.1500 Contract Termination and Debarment	All	11
102.1600 Covered Telecommunication Equipment	All	11
102.1700 Davis Bacon Act and Related Acts	All > \$2000*	12
102.1800 Employment Eligibility Verification	All Contracts*	17

* NOTE – IF INDICATED ON PREVIOUS COVER PAGE

102.100 RETENTION AND EXAMINATION OF RECORDS

The Contractor agrees to retain all financial records, supporting documents, statistical records and all other records pertinent to an award for a period of three (3) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency.

The Contractor agrees to give Ducks Unlimited, Inc., (Corporation herein) the Government or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this contract.

102.200 SUBCONTRACTS

The Contractor or subcontractor shall insert in any subcontracts the applicable clauses entitled Retention and Examination of Records, Equal Employment Opportunity, Small, Minority-Owned and Women's Business Enterprises, Rights to Inventions, Resource Conservation and Recovery Act, Drug Free Workplace, Anti-Kickback Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Buy American Act, Davis Bacon and Related Acts, Clean Air and Water Act, Contract Termination and Debarment, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Corporation shall be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses cited in this paragraph.

Within fourteen (14) days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in the above paragraph of this clause have been included in the subcontract.

Within fourteen (14) days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed Statement and Acknowledgment Form for such additional subcontract.

102.300 EQUAL EMPLOYMENT OPPORTUNITY

If, during any twelve-month period (including the twelve (12) months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of Ten Thousand Dollars (\$10,000.00), the Contractor shall comply with subparagraphs (1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

During the performance this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

102.400 SMALL, MINORITY-OWNED AND WOMEN'S BUSINESS ENTERPRISES

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- 2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- 3) Consider in the sub-contract process whether firms competing for larger sub-contracts intend to contract with small businesses, minority-owned firms and women's business enterprises.
- 4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a sub-contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.
- 6) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

Contact the Ducks Unlimited, Inc., Director of Conservation Services for assistance with any of the above steps.

102.500 RIGHTS TO INVENTIONS

As applicable, for the performance of experimental, developmental, or research work under an Agreement, Contractor shall provide for the rights of the Federal Government and Corporation in any resulting invention in accordance with 37 C.F.R. § 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the Federal awarding agency.

102.600 RESOURCE CONSERVATION AND RECOVERY ACT

Contractor shall give preference in procuring goods, supplies and/or materials for work on this Project to the purchase of products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (40 C.F.R. § 247).

102.700 DRUG FREE WORKPLACE

Under 41 U.S.C. § 8103, by signing this agreement, the Contractor is providing the certification set out below. If it is later determined that the Contractor knowing rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, Corporation may take action authorized under the Drug Free Workplace Act.

102.701 Definitions

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. § 1308.11 to 1308.15).

“Conviction” means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use or possession of any controlled substance.

“Employee” means the employee of a Contractor directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the Contract and who are on the Contractor's payroll. This definition does not include workers not on the payroll of the Contractor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not on the Contractor's payroll; or employee of subrecipients or subcontractors in covered workplaces).

102.702 Certification

The Contractor certifies that he/she will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- 1) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The danger of drug abuse in the workplace;
 - b) The Contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 2) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 3) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- 4) Notifying Corporation in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 5) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted:

- a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- 6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Agencies shall keep the original of all disclosure reports in the official files of the agency.

The Contractor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

102.800 COPELAND ANTI-KICKBACK ACT

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, Contractors and Subcontracts on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

102.900 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION

102.901 Overtime requirements.

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (*see* 48 C.F.R. §22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

102.902 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the provisions set forth in section 102.901, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in section 102.901 in the sum of Ten Dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty 40 hours without payment of overtime wages required by provisions set forth in section 102.901.

102.903 Withholding for Unpaid Wages and Liquidated Damages

The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Corporation, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Corporation, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in section 102.902.

102.904 Payrolls and Basic Records

- 1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 C.F.R. § 5.5(a)(3) implementing the Davis-Bacon Act.
- 2) The records to be maintained under section 102.904.1 shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

102.905 Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in sections 102.901 through 102.905 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Corporation shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in sections 102.901 through 102.905.

102.1000 BUY AMERICA REQUIREMENTS

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project.

102.1001 Iron and Steel

All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,

102.1002 Manufactured Products

All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components

of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent, or as adjusted by law, of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

102.1003 Construction Materials

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

102.1100 DOMESTIC PREFERENCE

To the greatest extent practicable the Contractor shall purchase, acquire, and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for this Project. The requirements of this section must be included in all subcontracts and purchase orders for work or products under this agreement.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

102.1200 CLEAN AIR AND WATER

102.1201 Definitions

- A) “Air Act,” as used in this clause, means the Clean Air Act (42 U.S.C. § 7401 et seq.).
- B) “Clean air standards,” as used in this clause, means:
 - 1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - 2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. § 7410(d));

- 3) An approved implementation procedure or plan under section 111© or section 111(d) of the Air Act (42 U.S.C. § 7411(c) or (d)); or
- 4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 7412(d)).
- C) “Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. § 1251 et seq.).
- D) “Clean water standards,” as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).
- E) “Compliance,” as used in this clause, means compliance with:
 - 1) Clean air or water standards; or
 - 2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
- F) “Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA), determines that independent facilities are collocated in one geographical area.

102.1202 Requirements

The Contractor agrees:

- 1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. § 7414) and section 308 of the Clean Water Act (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- 2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when the contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- 3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- 4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph.

102.1300 CERTIFICATION REGARDING LOBBYING

In compliance with 7 C.F.R. § 3018, Contractors who apply or bid for Contract of \$100,000 or more shall file the required certification on a form provided by the Contracting Officer. The Contractor certifies that he/she will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. If this agreement exceeds One Hundred Thousand Dollars (\$100,000.00), the Contractor shall fill out “Attachment A” and submit with the Standard Bid Form.

102.1400 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with 2 C.F.R. § 200.213, no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Orders 12549. Pursuant to 48 C.F.R. § 52.209-6(c), on a form provided by the Contracting Officer, Contractors with Contracts that exceed \$35,000 shall provide the required certification regarding its exclusion status and that of its principal employees, except for providing commercially available off-the-shelf items. If this Contract exceeds \$35,000.00, the Contractor shall fill out “Attachment B” and submit with the Standard Bid Form.

102.1500 CONTRACT TERMINATION AND DEBARMENT

A breach of the contract clauses entitled Retention and Examination of Records, Subcontracts, Equal Employment Opportunity, Small, Minority-Owned and Women’s Business Enterprises, Rights to Inventions, Resource Conservation and Recovery Act, Drug Free Workplace, Anti-Kickback Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Davis-Bacon Act and Related Acts, and Clean Air and Water Act, may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

102.1600 COVERED TELECOMMUNICATION EQUIPMENT

102.1601 PROHIBITION

The contractor and its subcontractors may not provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

102.1602 EXCEPTIONS

This clause does not prohibit contractors from providing (a) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (b) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

This clause also does not apply to (a) covered telecommunications equipment or services that: (i) are not used as a substantial or essential component of any system; and (ii) are not used as critical technology of any system; or (b) other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

102.1603 REPORTING REQUIREMENT

In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system,

during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

102.1700 DAVIS-BACON ACT AND RELATED ACTS

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. § 1, 3 and 5 are hereby incorporated by reference in this Contract.

102.1701 Davis Bacon Act

- A) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. § 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (D) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraphs B(1-4) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the

Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- B) (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- a) Except with respect to helpers, as defined in section 22.401 of the Federal Acquisition Regulation, the work to be performed by the classification requested is not performed by a classification in the wage determination.
- b) The classification is utilized in the area by the construction industry.
- c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- d) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (B) (2) and (B) (3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- C) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- D) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the

Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

102.1702 Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the Corporation, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the Corporation, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

102.1703 Apprentices and Trainees

- A) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprenticeship in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefit in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an

apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- B) Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- C) The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. § 30.

102.1704 Payrolls and Basic Records

- A) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B)

- 1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.
- 2) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
 - i. That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR part 3; and
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- 3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by subparagraph (b)(2) of this clause.
- 4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

- C) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

102.1705 Disputes Concerning Labor Standards

The United States Department of labor has set forth in 29 C.F.R. § 5, 6 and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

102.1706 Certification of Eligibility

- A) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of the Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- B) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
- C) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

102.1800 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, 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. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within

30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Consultant/Contractor's Insuranc
Address

SAMPLE

CONTACT NAME: Broker's Name

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Consultant/Contractor
Address

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	Y	Y				BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☒ Coll \$5,000						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						
	☒ Comp \$5,000						
	UMBRELLA LIAB						
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As required by written contract, Ducks Unlimited, Inc., its officers, directors, employees and agents are listed as additional insureds in regards to commercial general liability, automobile liability. Waiver of subrogation on commercial general liability; automobile liability; workers compensation. Earlier Notice of Cancellation (30 Days).

Project # _____

CERTIFICATE HOLDER**CANCELLATION**

Ducks Unlimited, Inc.
One Waterfowl Way
Memphis, TN 38120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Your Authorized Signature

ADDITIONAL INFORMATION

DATE (MM/DD/YY)

	COMPANIES AFFORDING COVERAGE	
	COMPANY	
	E	
	COMPANY	
INSURED	F	
	COMPANY	
	G	
	COMPANY	
	H	

TEXT

Contractor agrees that it will indemnify, defend and save Corporation harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, judgements, costs and expenses of every nature and description brought or recovered against the Corporation or expended by the Corporation, including the payment of attorneys' fees arising from the performance by Contractor, any Subcontractor, and/or their respective employees, agents, servants and assigns of Contractor's obligations under this Contract.

CERTIFICATE HOLDER

Sample

OWEB FLOW DOWN TERMS AND CONDITIONS

This contract is, in whole or in part, funded by a state contract. The below listed supplemental terms and conditions are required by the funding agency, Harney County Watershed Council (HCWC), via the Oregon Watershed Enhancement Board (OWEB), to be passed on by Ducks Unlimited, Inc. (DU) to all consultants, contractors and subcontractors (Contractor). Unless otherwise specified, references to the 'Board' herein shall include both the Harney County Watershed Council (HCWC), Oregon Watershed Enhancement Board (OWEB), and Ducks Unlimited, Inc. ('DU'), and references to the 'Grantee' shall include both DU and the Contractor, as applicable, whether considered individually or collectively.

Retention of Records

Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.

Termination of Grant Agreement

This Agreement may be terminated:

1. At any time by mutual written consent of all parties;
2. Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
3. Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
4. At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.

Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as

amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

Insurance.

Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities facilitation, data analysis, web design, etc. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Oregon Prevailing Rate Wage Law

The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). If applicable, Grantee shall:

comply with PWR, require its contractors and subcontractors to pay the applicable PWR rates and to comply with all other Oregon Bureau of Labor and Industries ("BOLi") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and

pay to BOLi, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.

Grantee represents and warrants that it is not on the BOLi current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

Pursuant to ORS 279C.817, Grantee may request that the Commissioner of BOLi make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

Information regarding prevailing wage rate law can be found on the BOLi website at https://www.oregon.gov/BOLI/WHI/PWR/Pages/W_PWR_Pwrbk.aspx.

OREGON PREVAILING WAGE REQUIREMENTS

This project is subject to Oregon State prevailing wage requirements. All contractors and subcontractors must comply with Oregon BOLI rules.

1. The hourly wage rate that a contractor or subcontractor must pay to workers upon all public works may not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where the labor is performed. See [ORS 279C.840](#) for more details.
2. **Contractors and subcontractors are required to file a \$30,000 bond with Construction Contractors Board (CCB) before starting work on a PWR project, unless exempt.**
 - a. Requirement includes temp. employment agencies, landscaping companies, and sole proprietors.
 - i. **Exemptions to \$30K bond requirement include:**
 1. Exemptions allowed for certified DBE/MWESB and veteran-owned businesses.
 2. Exemption is allowed if the total project cost is \$100,000 or less. Emergency projects if declaration of emergency are made in accordance with rules adopted under ORS 279A.065. See [ORS 279C.836\(9\)](#).
3. **Oregon State prevailing wage rates are available on the BOLI (Oregon Bureau of Labor Industries) website. Contractors are required to verify wage rates available on the BOLI website found [here](#).**
4. Prevailing wage rates for a project will be the rates in effect at the time the initial specifications were ***first advertised for bid solicitation***. These rates will be the rate for the duration of the project.
5. Pay rates are determined by the type of work being performed, not according to the worker's title.
6. Contractors and subcontractors will be required to become party to a project labor agreement (PLA) if labor costs constitute 15% or more of the total construction, reconstruction, or major renovation project costs. (BOLI has no enforcement authority of this. It is an Executive Order 24-31 issued by Governor Kotek on December 18, 2024).
7. For projects subject to both state and federal prevailing wage rate laws, the higher rate between state and federal Davis-Bacon rates are required to be paid to workers on non-residential projects in accordance with [ORS 279C.838](#).
 - a. Federal Davis-Bacon rates can be found online at www.sam.gov.
8. Overtime (OT) is due after 8 hrs./day and 40 hrs./week. Daily overtime applies even if employee hasn't worked 40 hours in a week.
 - a. OT is anything over 40/hrs. week and all Saturday/Sunday/Holidays.
9. A 4/10 schedule can be used if it is permanent and not designed to evade overtime. Four 10-hour days include ALL hours worked in the week, both PWR and non-PWR. Employees must be notified in writing of hours that may be required to work.

10. As a condition to receiving payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to Ducks Unlimited the request for payment, and all applicable and necessary certified payrolls if requested by DU (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with all required mandates and include all backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, and proof of training.
- 11. All certified payroll information, including all additional labor compliance documents, must be submitted through the use of LCPtracker. Hard copies are not acceptable.**
12. Ducks Unlimited shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. If certified payroll forms do not comply with all requirements, Ducks Unlimited may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 13. Ducks Unlimited has hired Contractor Compliance and Monitoring, Inc. (CCMI) to audit the certified payroll and ensure that all labor compliance requirements have been met. The contractor shall cooperate with CCMI's requests for payroll and related labor compliance documents. CCMI will assist the contractor through learning LCPtracker and answer questions regarding the process.**