Project Specifications

FOR

Hurricane Lake Bell Tract Restoration
DU-MN-383-3

General Conditions

Supplement Conditions

Standard Construction Specifications

Special Provisions

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Aaron M. Weinandt, P.E. 5/1/2017
For Ducks Unlimited, Inc.
License No. 52638
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101 GENERAL CONDITIONS

101.100 DEFINITIONS

101.101 Corporation
Shall mean Ducks Unlimited, Inc.

101.102 Engineer
Shall mean the Engineer 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/Small Job Unit Price Agreement (including all Addenda and attachments thereto), whereby the Contractor is obligated to perform the proposed work, together with the Bid and all Conditions, Special Provisions, and Technical Specifications, Plans, permits, and securities as listed on the Standard Bid Form or Small Job Unit Price Agreement, 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 form 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 Plans
The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract documents.

101.110 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.

101.111 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.

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

101.113 Supplemental Conditions
Supplemental Conditions are additional conditions that apply when listed as a Contract document. Supplemental Conditions contain changes and/or additions to the General Conditions.

101.114 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.

101.115 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.
101.116 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.

101.117 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.

101.118 Completion Date

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

101.119 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.

101.120 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 default under the terms of the Contract, including breach of the Contract. Letters of Credit are not an acceptable form of security bond.

101.121 Notice to Proceed

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

101.122 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. Bids for work over $100,000 will be made by written sealed bid only. Bids for work under $100,000 will be made by written sealed bid unless otherwise specified by the Contracting Officer.
101.202 Delivering the Bid

All Bids must be submitted and signed on the original bid form supplied by the Corporation. Unless otherwise required by the instructions to bidders, each Bid must be submitted in a sealed envelope addressed to the Corporation, at the address listed on the cover page of the Bid documents. Each envelope must be clearly marked “BID”, and shall identify the project name, Contract number and return address of the Bidder. Each envelope shall also have those items required by State Law (Contractors License Number, expiration date, Classification, etc.). 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 will not be accepted.

101.203 Examination of the Site

The Bidder warrants that it has visited and examined the site of the project and is familiar with the location, means of access, physical conditions including surface and subsurface conditions, nature and position of any existing structures, utilities, obstructions and any other factors which may affect the Bid or the execution of the work. Examination of any additional information, if available, may be arranged by notifying the Contracting Officer at their office. Should the Bidder wish to conduct any subsurface exploration or soil testing, he/she shall contact the Contracting Officer prior to such exploration. The Bidder shall not claim, after submission of this Bid, that there was any misunderstanding of the conditions of the Contract relating to the site conditions.

101.204 Bid Quantities

The portion of the work for which the Bidders are to submit prices have been divided into items, in order for the Bidders to Bid for the different portions of the work in accordance with their estimate of cost. If there is an increase or decrease in actual quantity of any particular item of work, the Bidder shall promptly notify the Corporation of the change in writing. No change in quantities shall be permitted until the Corporation approves the change in writing. In the event the Corporation approves such a change, the actual quantity delivered or installed shall be paid for at a Bid unit price for that particular item of work.

101.205 Preparation of Bid

Each Bidder shall submit Bids on the Standard Bid Form supplied by the Corporation. All Standard Bid Forms shall be completed and signed. If required, a Bid bond or cashier's check for five percent (5%) of the Bid amount shall also be included with the Standard Bid Form. Failure to fully complete the Standard Bid Form or to submit the required Bid security may result in the rejection of the Bid. The Plans, Conditions, Special Provisions, and Technical Specifications do not need to be submitted with the Bid but will be considered to be a part of the Bid and shall be retained by the Contractor for the firm’s records. The authorized representative(s) of the Bidder shall sign in the space provided.

101.206 Mathematical Errors in the Bid

No mathematical errors or omissions in the Standard Bid Form shall be corrected by the Corporation except that should a mathematical error occur in the extensions of unit prices and additions of amounts, the unit price shall govern. In such event, the amount and total price shall be corrected accordingly. In the event any other material error or omission should occur, the Contracting Officer, in his or her sole discretion, shall have the option to reject the Bid and/or terminate the Contract.
101.207 Inconsistency

In the event there is an inconsistency or conflict in the Contract documents, Change Orders shall prevail over the Unit Price Agreement; Unit Price Agreement shall prevail over the Standard Bid Form; Standard Bid Form shall prevail over the Flow Down Conditions; Flow Down Conditions shall prevail over Special Provisions; Special Provisions shall prevail over the Technical Specifications; Technical Specifications shall prevail over the Supplemental Conditions; Supplemental Conditions shall prevail over the General Conditions; General Conditions shall prevail over the Plans; Plans shall prevail over other agreements and securities.

In the event of discrepancies or conflicts within the Plans, the drawings drawn to the largest scale shall govern.

In the event of discrepancies or conflicts between figures, dimensions and scaled dimensions, the figured dimensions shall govern.

Except as otherwise provided for herein, any inconsistencies between the Contract documents shall be resolved by the Contracting Officer.

101.208 Withdrawal of Qualifying Bids

A Bidder may, without prejudice, withdraw a Bid after it has been deposited with the Corporation provided the request for such withdrawal is received by the Corporation, in writing, email or fax, before the time set for opening Bids. The Bidder may then submit a revised Bid provided it is received prior to the Bid closing time.

101.209 Discrepancies

Should a Bidder find omissions from or discrepancies in any of the Bid documents or should a Bidder be in doubt as to the meaning of any part of such documents, he should notify the Contracting Officer for clarification before the closing date of Bids. If the Contracting Officer considers a correction or interpretation necessary or desirable, he will issue a written Addendum to all Bidders notifying them of the omissions or discrepancy and setting out the correction or interpretation.

101.210 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. All entries in the Bid shall be made in ink or by typewriter. 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.

101.211 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  Qualification of Bidder

Before awarding the Contract, the Corporation may require any Bidder to submit proof that the Bidder or any identified Subcontractor has successfully carried out work of a similar nature, is financially capable of carrying out the terms of the Contract; has sufficient quantity and type of equipment to perform the work; holds a valid contractor's license; and such other related information as the Corporation shall reasonably require.

101.302  Acceptance of Bid

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

101.303  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.

101.304  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 and shown in the Bid Form. 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.

101.305  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 10 days after the Contract is signed 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 with 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.

101.306 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, 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) working 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.

101.307 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) 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 Contracting Officer 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 Contracting Officer. 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.

If a negotiated rate for the Extra Work cannot be agreed to between the parties, then a rate determined using the Rental Rate Blue Book hourly rate plus fifteen percent (15%) shall be used. 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 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 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 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.
101.404 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.

101.405 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 has obtained written permission of the Contracting Officer.

101.406 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 plus fifteen percent (15%) as agreed upon between the Contractor and Contracting Officer. If an hourly fixed-cost rate for equipment cannot be agreed upon between both parties then a rate determined using one half (1/2) the Rental Rate Blue Book hourly rate plus fifteen percent (15%) shall be used. In both cases the fixed-cost rate shall only include the equipment rental rate plus labor and will not include any operating costs. If the Rental Rate Blue Book is used to determine an hourly rental rate for a piece of equipment the monthly rate divided by one hundred seventy-six (176) hours shall be used. Payment for standby equipment shall be based on an eight (8) hour day not to exceed forty (40) hours per week.

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 order Extra Work, dispense with or change the whole or any part of the work provided for in the Contract.

d) 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 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 superintendent 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 Engineer 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 by the Engineer 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) working 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 is available to inspect the work
provided he 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
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 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’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 onsite 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 shall be responsible for all damage from fires due directly or indirectly to his 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 for:

(a) claims under 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) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees at limits of at least $1,000,000 per occurrence.

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees at limits of at least $1,000,000 or the amount listed as a Special Provision, which ever is greater, per occurrence.

(d) 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, per occurrence.

(e) 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, per occurrence.

(f) claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person at limits of at least $1,000,000 or the amount listed as a Special Provision, which ever is greater, per occurrence.

(g) 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;

(h) 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; and

Such insurance coverages 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; (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) 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.

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.

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 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 and 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.

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) 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) days written notice, terminate the Contract with the Contractor and 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 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 Contracting Officer 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 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) 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) 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 Substantial Performance or 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 Substantial Performance or 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 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 General

All payments to the Contractor will be for materials furnished and work performed as specified in the Contract. Quantities may be measured and verified by the Contracting Officer. Quantities for each pay item will be measured in accordance with the Unit listed on the Standard Bid Form and the method of measurement described in the Contract documents.

101.902 Partial Payments

Payments to the Contractor will be made within thirty (30) days upon receipt of an approved invoice and waiver of lien. 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.

101.903 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.

101.904 Final Payment

Final payment shall not be made until the Contractor, supplier or materialmen submits to the Contracting Officer signed Waivers of Lien from the Contractor and each Subcontractor establishing payment or satisfaction of obligations arising out of the Contract. If any Subcontractor refuses to furnish a signed final Waiver of Lien required by the Corporation, the Contractor shall furnish a bond satisfactory to the Corporation to indemnify the Corporation against any such lien. If any liens remain unsatisfied after all payments are made, the Contractor shall pay all monies necessary to discharge such liens, including all costs and attorney fees.
101.905  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) days after the particular work on which the claim is based has been completed, otherwise such claims shall be waived.

101.906  Statutory Holdback

The Corporation shall be entitled to deduct and withhold payment of any and all amounts required 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.

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.
**102 SUPPLEMENTAL CONDITIONS**

The Supplemental Conditions may contain changes to the General Conditions. 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. Where applicable, this contract incorporates the following Supplemental Conditions unless otherwise specified:

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**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, Copeland 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 Acknowledgement 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

4) The Contractor shall, 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, or national origin.

5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7) The Corporation shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the
prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor’s compliance with the applicable rules, regulations, and orders.

9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

10) The Contractor shall include the terms and conditions of subparagraph (1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Positive efforts shall be made by the Contractor to utilize small businesses, minority-owned firms, and women’s business enterprises, whenever possible. Contractor shall take all of the following steps to further this goal:

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) 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 CFR part 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 CFR parts 247-254).

102.700 DRUG FREE WORKPLACE
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 CFR 1308.22 through 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 a matching requirement; 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:
2) 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;

3) 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);

4) 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;

5) 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;

6) 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;

7) 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

102.801 Definitions

A) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

B) “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

C) “Prime Contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
D) “Prime Contractor,” as used in this clause, means a person who has entered into a prime contract with the United States.

E) “Prime Contractor Employee,” as used in this clause, means any officer, partner, employee, or agent of a Prime Contractor.

F) “Subcontract,” as used in this clause, means a contract or contractual action entered into by a Prime Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

G) “Subcontractor,” as used in this clause,

1) means any person, other than the Prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and

2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier Subcontractor.

H) “Subcontractor Employee,” as used in this clause, means any officer, partner, employee, or agent of a Subcontractor.

102.802 Prohibitions

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

1) Providing or attempting to provide or offering to provide any kickback;

2) Soliciting, accepting, or attempting to accept any kickback; or

3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier Subcontractor.

102.803 Procedures

1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in section 102.802 in its own operations and direct business relationships.

2) When the Contractor has reasonable grounds to believe that a violation described in section 102.802 may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in section 102.802.

4) The Contracting Officer may:

   a) Offset the amount of the kickback against any monies owed by the United States under the prime contract; and

   b) Direct that the Prime Contractor withhold from sums owed the subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under this subdivision of this clause be paid over to the Government unless the Government has already offset those monies under the above subdivision of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph 102.803.5 but excepting subparagraph 102.803.1, in all subcontracts under this contract.

**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 Federal Acquisition Regulation (FAR) 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 CFR 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 AMERICAN

Buy American Act-Construction Materials
(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material. Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials. Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site. Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to §12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic. (b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

Buy American Act-Supplies
(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products. Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. Domestic end product, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract. (b) The contractor shall deliver only domestic end products, except those- (1) For use outside the United States; (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
(3) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
(4) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines the cost to be unreasonable. (See §12.715)

102.1100 CLEAN AIR AND WATER

102.1101 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(d) of the Air Act (42 U.S.C. 7411(d)) 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.

102.1102 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.

102.1200 CERTIFICATION REGARDING LOBBYING

In compliance with 7 CFR 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.

102.1300 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with 7 CFR 3017, 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. On a form provided by the Contracting Officer, Contractors with Contracts that exceed the small purchase threshold of $25,000 shall provide the required certification regarding its exclusion status and that of its principal employees. If this Contract exceeds Twenty-five Thousand Dollars ($25,000.00), the Contractor shall fill out “Attachment B” and submit with the Standard Bid Form.

102.1400 CONTRACT TERMINATION AND DEBARMENT

STANDARD CONSTRUCTION SPECIFICATIONS

DUCKS UNLIMITED

GREAT PLAINS REGIONAL OFFICE

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201 MOBILIZATION

201.10 DESCRIPTION

The work shall include the supply of all labor, material and equipment to transport all needed labor, material and equipment to and from a project site to successfully complete that project as shown on the plans or described by the Engineer. When work consists of construction in a number of different locations at a given project site, mobilization shall include the transportation of the required labor, material and equipment between the various locations at the project site.

201.20 METHOD

The Contractor shall conduct all mobilization operations in a timely orderly, manner. Unless otherwise approved by the Engineer, mobilization operations shall commence no later than one week after the pre-construction meeting. Mobilization shall commence no later than one week after project completion and be finished within two weeks of project completion. During all operations, the Contractor is responsible for maintaining public and private property in original condition.

201.30 METHOD OF MEASUREMENT

Mobilization shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. Mobilization shall be measured in the following manner:
1) Lump Sum (LS): Mobilization shall be measured on a lump sum basis during completion of the entire project.
2) Each (EA): Mobilization shall be measured per (each) mobilization required to complete identified phases of a project that need to be completed at different construction times.

201.40 METHOD OF PAYMENT

The completed work for Mobilization, measured as specified, shall be paid for at the contract unit price. Payment shall be made according to the following schedule:
1) 25% of contract unit price at project start up.
2) 50% of contract unit price at half project completion.
3) 100% of contract unit price at project completion.

The unit price bid for mobilization shall include supplying all materials, equipment, labor and any incidental items necessary for performing all mobilization operations described in this specification. Unless separate mobilizations are required to completed different phases of the work shown on the plans, a Contractor may be eligible for a separate mobilization payment when the Contractor is required to discontinue work by the Corporation for reasons other than seasonal termination of work. The payment shall be commensurate to the amount of equipment and materials that are required to be removed from the project site and that payment shall not exceed the original unit price specified for mobilization.
202 SITE PREPARATION

202.10 DESCRIPTION

This specification shall cover the supply of all labor, materials, and equipment required for clearing and grubbing, and site preparation. The work shall include:

a) Removal from site and disposal of all trees, roots, brush, stone, rubbish and all other surface litter in designated areas by burying or burning.

b) Coordination of necessary clearing and grubbing operations to allow timely completion of construction staking of a project.

c) Grubbing to remove grass and debris.

d) Stripping of six (6) inches of topsoil and re-spreading after construction is completed, unless otherwise specified on the plans.

e) Final clean up of the site prior to demobilization will require the spreading and shaping of all materials stockpiled or moved to facilitate construction including but not limited to vegetative material.

202.20 CONSTRUCTION METHODS

Clearing shall consist of the cutting, removing, disposal and cleaning up of all timber, brush and fallen timber, stumps, shrubs, and rubbish. Trees and shrubs designated for preservation shall be marked and protected from scoring, barking or other injury during construction operations.

Grubbing shall consist of the removal and disposal of all roots, stumps, imbedded logs or objectionable debris to a depth of not less than twelve (12) inches below the original ground surface. Where no trees or brush exist, grubbing shall consist of removal of grass and debris prior to placement of fill material.

Topsoil stripping and stockpiling shall be performed for the footprint of all embankments and at the surface area of all excavations and at the base of temporary stockpiles and waste area unless otherwise noted on the plans. Unless otherwise specified, upon completion of the construction, the stockpiled material shall be spread and finished to a reasonably smooth surface.

Trees, logs, stumps, brush and other debris shall be burned and buried or chipped, or disposed of in areas designated by the Engineer. All burning is subject to local or state ordinances. Areas such as borrow, pits, and excavations so designated shall be left in a neat and finished appearance free from debris. All materials disposed of shall be covered with clean fill and leveled in such a way as to promote drainage.

202.30 METHOD OF MEASUREMENT

Site preparation shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. Site preparation shall be measured in the following manner:

1) Lump Sum (LS): Site preparation shall be measured on a lump sum basis of site preparation operations. No separate measurement will be made for topsoil removal and replacement, clearing and grubbing or coordination of clearing and grubbing operations for construction staking.

2) Cubic Yard-Plan (CY-P): Site preparation shall be measured on a plan quantity basis of site preparation operations. This quantity shall be the neat line site preparation quantity for the specified depth at the footprint of the embankment or the surface area of potholes and channels as...
calculated from the construction plans. This measurement shall not include clearing and grubbing or topsoil stripping and stockpiling of borrow areas as these quantities are considered incidental to embankment construction unless otherwise noted on the plans. No separate measurement for clearing and grubbing or coordination of clearing and grubbing operations for construction staking will be made.

3) **Cubic Yard-Staked Quantity (CY-S):** Site Preparation shall be measured on a staked quantity basis of site preparation operations. This quantity shall be the area of work, as determined by superimposing the construction staking notes on the original ground elevations, multiplied by the specified depth. This measurement shall not include clearing and grubbing or topsoil stripping and stockpiling of borrow areas as these quantities are considered incidental to embankment construction unless otherwise noted on the plans. No separate measurement for clearing and grubbing or coordination of clearing and grubbing operations for construction staking will be made.

4) **Linear Feet (LF):** Site preparation shall be measured on a linear feet basis. The length shall be the actual staked centerline distance of site preparation completed according to plans and specifications.

5) **Acre (AC):** Site preparation shall be measured on an acre basis. The dimension shall be the actual staked outside dimensions of site preparation completed according to plans and specifications.

6) **Hourly-Recorded (HR-R):** Site preparation shall be measured on a per diem basis. The per diem basis shall be the actual hours as recorded from an approved rpm/hr recording system for each piece of equipment used to complete the excavation portion of this project. No separate recording shall be made for mobilization and idling of equipment, unless otherwise specified.

When Site Preparation is not listed on the Standard Bid Form or when a unit price bid has not been entered for Site Preparation, it shall be considered incidental to the excavation, embankment, structure, and piping operations and no measurement shall be made.

### 202.40 METHOD OF PAYMENT

The completed work for site preparation, measured as specified, shall be paid for at the contract unit price. The unit price bid for site preparation shall include supplying all materials, equipment, labor and any incidental items necessary for performing all site preparation operations described in this specification.
203 EXCAVATION

203.10 DESCRIPTION
This specification shall cover the supply of all labor, materials, and equipment required for the excavation, hauling and spreading of materials from within the limits of the cut area as shown on the plans, including but not limited to, excavation of designated areas; peninsula cutoffs; silt removal; pothole and dugout construction; and key trench construction. The work shall include control of water during excavation, the shaping of slopes to the lines and grades shown on the drawings and the disposal of materials within designated areas. Unless otherwise specified, all material to be excavated shall be considered unclassified regardless of their nature or the manner in which they are removed. In the case that drilling and blasting is required, due to size of density of rock encountered, extra work will be considered.

203.20 CONSTRUCTION METHODS

203.21 SITE PREPARATION
Prior to any excavation, sites shall be cleared and grubbed with topsoil removed in accordance with the specification for SITE PREPARATION. Material cleared and grubbed shall be disposed of per the Engineer's directions. Topsoil removed shall be stockpiled and later re-spread on those areas at a thickness of four (4) inches, unless otherwise specified.

203.22 EXCAVATION
Excavation shall mean the removal of all materials encountered within the limits of excavation as shown on the drawings or as staked by the Engineer. Excavation shall be performed in as nearly a continuous operation as possible, trimmed and leveled to conform to the required lines, grades and tolerances. Areas over-excavated shall be replaced with suitable materials compacted to a density at least equal to that of the in-situ material or to the satisfaction of the Engineer.

Suitable material excavated from the excavation areas shown on the plans shall be used in any embankments called for on the plans. This shall include areas stripped of topsoil or unsuitable material that need to be backfilled with suitable material or key trenches. Placement of these embankments or backfills shall be done in accordance with the specification for EMBANKMENT CONSTRUCTION.

Excavated material unsuitable for embankments shall be deposited in locations shown on the plans or as directed by the Engineer. Unsuitable excavated materials shall be deposited as uniformly and continuously as possible in successive layers. No specific compaction will be required but where the material is placed with equipment other than tractor scrapers, blading and leveling is required to minimize voids. The fill shall be leveled upon completion to conform to lines and grades and enable the area to be seeded.

Rock excavation operations shall be controlled by the Contractor to produce the size gradations specified for other parts of the work, if the rock is designated by the Engineer as suitable for use.

203.23 DISPOSAL OF WASTE MATERIALS
All surplus or unsuitable excavated materials designated as waste by the Engineer shall be disposed of at the locations shown on the plans or as directed by the Engineer.
203.24 CONTROL OF SURFACE AND SUBSURFACE WATER

The Contractor is responsible for control of surface water, subsurface water, and drainage during the construction period. All temporary fills, crossings, and culverts necessary to promote drainage during construction will be installed and removed at the Contractor's expense prior to acceptance of the work. 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.

It is the responsibility of the Contractor to control the surface and sub-surface water and drainage in any excavation area, dewatering placement area and borrow area. Should material quality lessen through inadequate drainage, the Contractor may be directed by the Engineer to construct drainage facilities or develop an alternate borrow area at the Contractor’s expense.

203.30 METHOD OF MEASUREMENT

Excavation shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. No measurement for over-excavation shall be made. Excavation shall be measured in the following manner:

1) Lump Sum (LS): Excavation shall be measured on a lump sum basis and no separate measurement shall be made for the volume of material excavated.

2) Cubic Yards-Plan Quantity (CY-P): Excavation shall be measured on a plan quantity basis. This quantity shall be the neat line excavation quantities calculated from the construction plans.

3) Cubic Yards-Staked Quantity (CY-S): Excavation shall be measured on a staked quantity basis. The quantity shall be calculated by superimposing construction staking notes on original ground and using average end area methods of volume calculation.

4) Cubic Yards (CY): Excavation shall be measured on a volume basis. The volume to be paid for shall be made by superimposing final cross-sections on applicable stripped or original ground profile sections and using average end area methods of volume calculation. No measurement for overexcavated materials shall be made.

5) Linear Feet (LF): Excavation shall be measured on a linear feet basis. The length shall be the actual staked centerline distance of excavation completed according to plans and specifications.

6) Hourly-Recorded (HR-R): Excavation shall be measured on a per diem basis. The per diem basis shall be the actual hours as recorded from an approved rpm/hr recording system for each piece of equipment used to complete the excavation operations. No separate recording shall be made for mobilization and idling of equipment, unless otherwise specified.

When a unit price bid has not been entered for Excavation, it shall be considered incidental to the embankment, structure, and piping operations and no measurement shall be made.

203.40 METHOD OF PAYMENT

The completed work for excavation, measured as specified, shall be paid for at the contract unit price. The unit price bid for excavation shall include supplying all materials, equipment, labor and any incidental items necessary for performing all excavation operations described in this specification. No payment shall be made for dewatering or the control and drainage of surface/sub-surface water. No payment for excavation of suitable material will be made when excavating in a designated borrow area to obtain material that is to be placed, measured and paid in accordance with the specification for EMBANKMENT CONSTRUCTION.
206 CONSTRUCTED TOPOGRAPHY

206.10 DESCRIPTION

This specification shall cover the supply of all labor, materials, and equipment required for the construction of potholes, dugouts, basins, meandered channels, or other topographic reconstruction as shown on the plans. The work shall include the excavation, hauling and spreading of materials from within the limits of the cut area, control of water during excavation, the shaping of slopes to the lines and grades shown on the drawings and the disposal of materials within designated areas.

206.20 CONSTRUCTION METHODS

206.21 SITE PREPARATION

Prior to any excavation, sites shall be cleared and grubbed with topsoil removed in accordance with the specification for SITE PREPARATION. Material cleared and grubbed shall be disposed of per the Engineer's directions. Unless otherwise specified, the debris shall be placed in the spoil areas and secured by incorporating it into the earth fill. Preparation of the site shall be done in a manner that destroys as little vegetation as feasible outside the area to be occupied by the topographic feature and the associated spoil areas. Topsoil removed shall be stockpiled and later re-spread on those areas at a thickness of four (4) inches, unless otherwise specified.

206.22 EXCAVATION

Excavation shall mean the removal of all materials encountered within the limits of excavation as shown on the drawings or as staked by the Engineer. Excavation shall be performed in as nearly a continuous operation as possible to conform to the required lines, grades and tolerances. Areas over-excavated shall be replaced with suitable materials compacted to a density at least equal to that of the in-situ material or to the satisfaction of the Engineer. The depth specified is nominal so the actual depth may vary 3 inches (0.25') above and below the specified depth. The side slopes of the excavated basins shall be free of abrupt changes and blend into the existing ground contours.

Connection ditches shall have 3:1 or flatter side slopes. For curved segments, a scour hole effect shall be obtained by over-excavating the outside of the ditch with the inside of the curve being shallower.

Material excavated from the designated locations shall be used to create multiple upland habitat conditions based on the height, shape, and location of habitat mounds. Where designated on plans, spoil shaped into a mound shall be placed 25 to 30 feet from edge of basin. The side slopes of the mound shall be 6:1 or flatter. Large spoil areas may be shaped into multiple mounds. The completed earth fill in the mounds and ridges shall be left rough graded such that the area can be reseeded using conventional seeding equipment. No compaction of the earth fill will be required. Where designated on plans, spoil shaped into a ridge shall be continuous, with a minimum height of 1 foot. The ridge shall be used on the down slope side of a basin to impound additional water over the basin area. Unless otherwise specified, all material to be excavated shall be considered unclassified regardless of their nature or the manner in which they are removed.
206.23 CONTROL OF SURFACE AND SUBSURFACE WATER

The Contractor is responsible for control of surface water, subsurface water, and drainage during the construction period. All temporary fills, crossings, and culverts necessary to promote drainage during construction will be installed and removed at the Contractor’s expense prior to acceptance of the work. 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.

It is the responsibility of the Contractor to control the surface and sub-surface water and drainage in any excavation area, dewatering placement area and borrow area. Should material quality lessen through inadequate drainage, the Contractor may be directed by the Engineer to construct drainage facilities at the Contractor’s expense.

206.30 METHOD OF MEASUREMENT

Constructed topography shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. The Standard Bid Form shall list the appropriate unit of measurement for each applicable feature, i.e., potholes, dugouts, channels, etc. Constructed Topography shall be measured in the following manner:

1) Lump Sum (LS): Topographic features shall be measured on a lump sum basis and no separate measurement shall be made for the volume of material excavated.

2) Acre-Plan Quantity (AC-P): Surface areas shall be measured on a plan quantity basis. This quantity shall be the neat line areas as calculated from the construction plans.

3) Cubic Yards-Plan Quantity (CY-P): Topographic features shall be measured on a plan quantity basis. This quantity shall be the neat line excavation quantities calculated from the plans.

4) Cubic Yards-Staked Quantity (CY-S): Topographic features shall be measured on a staked quantity basis. The quantity shall be calculated by superimposing construction staking notes on original ground and using average end area methods of volume calculation.

5) Cubic Yards (CY): Embankment shall be measured on a volume basis of placed embankment. The volume to be paid for shall be made by cross sectioning designated borrow areas minus topsoil quantities and using the average end method of volume calculation. No measurement shall be made for overbuild areas.

6) Linear Feet (LF): Topographic features shall be measured on a linear feet basis. The length shall be the actual staked centerline distance of excavation completed according to plans and specifications. No measurement shall be made for over-excavation, or excavation quantities or operations conducted outside of given stakes.

7) Each (EA): Topographic features shall be measured on an individual feature basis. The estimated number of features will be shown on the Standard Bid Form. The volume of material excavated from individual sites will vary. A neat line plan quantity estimate of material to be excavated will be shown on the plans.

8) Hourly-Recorded (HR-R): Topographic features shall be measured on a per diem basis. The per diem basis shall be the actual hours as recorded from an approved rpm/hr recording system for each piece of equipment used to complete the constructed topography operations. No separate recording shall be made for mobilization and idling of equipment, unless otherwise specified.

Mobilization of equipment between the individual feature sites will not be measured. This work shall be considered incidental to the construction of the topographic feature.
206.40 METHOD OF PAYMENT

The completed work for constructed topography, measured as specified, shall be paid for at the contract unit price. The unit price bid for constructed topography shall include supplying all materials, equipment, labor, and any incidental items necessary for performing all operations described in this specification. No payment shall be made for dewatering or the control and drainage of surface/sub-surface water. No payment for excavation of suitable material will be made when excavating in a designated borrow area to obtain material that is to be placed, measured and paid in accordance with the specification for EMBANKMENT CONSTRUCTION.
305  RIPRAP, REVETMENT & AGGREGATE PLACEMENT

305.10  DESCRIPTION

This work shall consist of supply and placement of rock riprap, filterstone, concrete revetment or other aggregate as protective covering along the side slopes, bases of channels, slopes around culverts, and on embankments or such other places as may be indicated on the plans, as specified herein, or as directed by the Engineer.

305.20  MATERIALS

305.21  BEDDING MATERIAL

Where called for on the plans and unless otherwise specified, material used for bedding shall be well-graded sand and gravel with the following gradation:

<table>
<thead>
<tr>
<th>Percent (%) Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3” Sieve</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

The bedding material shall be from a source approved by the Engineer.

305.22  FILTER FABRIC

Unless otherwise specified, filter fabric shall be utilized, and considered incidental, in the installation of all riprap and revetment. The filter fabric shall be a nonwoven polyester or polypropylene geotextile. This geotextile shall have a minimum grab tensile strength of 150 pounds as determined by ASTM D4632. The geotextile shall have a maximum opening size equivalent to a #70 U.S. standard sieve.

The contractor shall supply all pins and other items necessary to fasten the filter fabric to the ground so it will not slide or form gaps when placing rock riprap.

All materials shall be handled and stored in a careful and workmen-like manner to the satisfaction of the engineer.

For concrete revetment, the geotextile shall be bonded to the base of the concrete block mats with an overlap of two to three feet incorporated on one end and one side adjacent to each other.

305.23  RIPRAP

The contractor shall supply rock, which will consist of fieldstone or rough, unhewn quarry rock. Stone containing shale, sandstone, or other material that will disintegrate readily shall not be used. Class designations shall be based on the following gradations:

<table>
<thead>
<tr>
<th>Riprap Class</th>
<th>Percent of Total Weight Smaller Than Given Size</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30”</td>
</tr>
<tr>
<td>Class I</td>
<td>100</td>
</tr>
<tr>
<td>Class II</td>
<td>100</td>
</tr>
<tr>
<td>Class III</td>
<td>100</td>
</tr>
<tr>
<td>Class IV</td>
<td>100</td>
</tr>
</tbody>
</table>
If the rock riprap class designation is not specified on the construction plans, CLASS I rock riprap shall be acceptable. The rock shall be approved by the Engineer prior to installation.

305.24 CONCRETE BLOCK REVETMENT

Concrete block revetment systems shall be supplied in a manner that meets the requirements as specified on the plans. Unless otherwise specified, the concrete shall be in accordance with the specification for CAST-IN-PLACE REINFORCED CONCRETE. The cables shall be stainless steel aircraft cable of Type 302 or 304 stainless and of Type 1 x 19 construction. Stainless steel clamps of the type and number recommended by the revetment manufacturer shall be provided. Anchors shall be provided in accordance with the manufacturer’s recommendations.

305.25 OTHER AGGREGATE

Any other aggregate as called for on the plans shall be supplied in a manner that meets the gradation as specified on the plans. The rock shall be approved by the Engineer prior to installation.

305.30 CONSTRUCTION METHODS

305.31 SUBGRADE PREPARATION

The areas on which the rock, revetment or other aggregate is to be placed shall be graded to the lines shown on the plans. The soil surface shall be smooth and free from any obstructions to provide adequate contact area between the soil and the bedding material or filter fabric.

305.32 BEDDING MATERIAL

When called for on the plans, a six (6) inch layer of bedding material shall be placed as shown prior to the placing of any riprap or revetment.

305.33 FILTER FABRIC

The filter fabric shall be placed under all riprap in such a way that there is adequate contact area between the soil and the fabric. Installation shall start on the downstream end of the slope. Pins shall be installed to prevent the filter fabric from sliding or forming gaps during installation of the filter material and placement of the rock riprap.

When filter fabric is to be placed on a slope, an anchor trench shall be constructed on the top of the slope and a toe trench shall be constructed on the lower end of the installation. The trenches shall be perpendicular to the slope and must be at least one foot wide and one foot deep. The filter fabric shall be placed in the anchor trench and the toe trench. The trenches shall be backfilled and compacted to adequately anchor the filter fabric.

Where a seam is needed to provide a continuous coverage of the filter fabric, the two pieces of filter material shall be overlapped a minimum of two feet. Pins shall be placed in the overlap area to prevent slipping during placement of the filter material and rock riprap.

Great care shall be taken to protect the filter fabric from damage either from the wheels or tracks or any sliding caused by the equipment.
The fabric shall not be exposed to the sun for more than seven days. If the fabric meets the requirements of ASTM D4255, less than 30% strength loss at 500 hours, the maximum exposure shall be 30 days.

305.34 **RIPRAP**

Riprap shall be placed by equipment capable of controlling the drop of the rock riprap. The maximum drop of the rock shall be three (3) feet. Pushing or rolling rocks over the geotextile will not be allowed. Placement will be in such a manner that the smaller stones will be uniformly distributed throughout the mass. Sufficient handwork shall be done to provide a neat and uniform surface, with the depth being specified herein and as shown on the plans. The surface may not vary from the theoretical surface by more than 4” at any point for riprap, unless otherwise specified.

305.35 **CONCRETE BLOCK REVETMENT**

The concrete revetment mats shall be laid from the downstream end of the project to the upstream end to ensure the geotextile joints are shingled to direct flow over the joint and prevent undermining. The gaps between each mat shall not be greater than two (2) inches or they shall be filled using a grout mixture as recommended by the manufacturer. The outside edges of the mat system shall be entrenched and buried at least one block into the ground. After installation of the mat system, the top surface shall be covered with topsoil and seeded, if specified on the plans.

305.36 **OTHER AGGREGATE**

Upon completion and approval of the subgrade preparation by the Engineer, the aggregate shall be placed and compacted on the prepared subgrade to the dimensions shown on the plans. The location and method of placement shall be shown on the plans. Equipment used for placement operations shall be approved by the Engineer.

305.40 **METHOD OF MEASUREMENT**

Riprap, revetment and aggregate placement shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. Riprap, revetment and aggregate placement shall be measured in the following manner:

1) **Lump Sum (LS):** Riprap revetment and aggregate placement shall be measured on a lump sum basis of placed riprap. No measurement for volume or weight shall be made.

2) **Square Yard (SY):** Riprap, revetment and aggregate placement shall be measured on a square yard basis. The quantity shall be the neat line measured quantity of the finished surface completed and accepted in-place, at the specified thickness. No separate measurement shall be made for excess riprap or aggregate.

3) **Cubic Yard - Plan (CY-P):** Riprap and aggregate placement shall be measured on a cubic yard-plan basis. The quantity shall be the neat line quantity of installed riprap material calculated from the construction plans. No separate measurement shall be made for excess riprap or aggregate.

4) **Ton (TN):** Riprap and aggregate placement shall be measured on a ton basis. The measurement shall be made by the collection of weight tickets from the supplier and shall be based on the short ton. Measurement shall be based on the actual amount of placed riprap or other aggregate. No measurement shall be made for excess rock.

No separate measurement shall be made for the filter fabric or bedding material used in the riprap placement. The supply and installation of these materials shall be considered incidental to the riprap placement.
305.50 METHOD OF PAYMENT

The completed work for riprap, revetment and aggregate placement, measured as specified, shall be paid for at the contract unit price. The unit price bid for riprap, revetment and aggregate placement shall include supplying all materials, equipment, labor, and any incidental items necessary for performing all riprap and aggregate installation operations described in this specification.
402  SEEDING AND MULCHING

402.10  DESCRIPTION
The work of this section shall include the supply of all labor, materials, equipment and incidental items required to complete the seeding and mulching operations as shown on the plans or specified herein. This specification shall cover the preparation of areas to be seeded, furnishing and placing required seed, fertilizer, and other materials necessary for the complete seeding of the areas of this project requiring the establishment of turf.

402.20  MATERIALS

402.21  SEED MIXTURE
Seed mixtures shall be composed of certified seed of the purity, germination, and proportions, by weight, as specified on the plans or in a special provision. Seed shall be furnished separately or in mixture in standard, sealed containers with (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination and (5) percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Owner duplicate signed copies of a statement by the vendor, certifying that each lot of seed has been tested by a qualified laboratory for seed testing within six months of date of delivery.

402.22  MULCHING MATERIAL
Straw or excelsior mulches shall be of an approved material. Devices used to hold the net in place shall be of the material and design specified on the plans or approved by the Engineer.

402.30  SEEDING SEASON
The Contractor shall obtain the permission of the Owner to proceed with a dormant seeding during the late fall. If fall dormant seeding is not approved, the Contractor shall complete all seeding the following spring prior to June 15.

402.40  SOIL PREPARATION
Areas to be seeded that have been damaged by erosion shall be restored prior to seeding. All areas to be seeded shall be finished to the grades shown on the plans, plus 4" for topsoil thickness, and then cultivated to provide a reasonably firm, but friable seedbed, free of lumps and clods detrimental to seeding operations. A minimum of 1 inch of surface soil shall be in a loose condition.

402.50  APPLICATION
Mechanical seeders, seed drills, landscape seeders, cultipacker seeders, fertilizer spreaders, or other approved mechanical seeding equipment shall be used to apply the seed and fertilizer in the amounts and mixtures shown on the plans. When a hydro-seed method is used, the capability of the equipment shall be adequate as approved by the Engineer to effectively cover the area to be seeded. Areas that are inaccessible may be sown by the broadcast method. All areas shall be visually inspected for uniformity of application. Hand-operated seeding devices may be used when seed and fertilizer are applied in dry form.
Application shall start at the top of the slope and work downward. All application rates shall be approved by the Engineer prior to application.

402.60 QUALITY CONTROL

402.61 WORKMANSHIP AND MATERIALS

All workmanship and materials furnished and supplied under this specification are subject to close and systematic inspection and testing by the Engineer including all operations, from the selection and production of materials, to final acceptance of the specified work.

The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Engineer reserves the right to reject any work or materials that are not in accordance with the requirements of this specification.

402.62 CARE DURING CONSTRUCTION

The Contractor shall be responsible for protecting and caring for seeded areas until acceptance of the work. The Contractor shall repair any damage to seeded areas caused by construction operations without additional compensation.

402.70 METHOD OF MEASUREMENT

Seeding shall be measured on a unit basis. The unit shall be shown in the Unit Price Table of the Standard Bid Form for the pay item corresponding to this specification number. Seeding shall be measured in the following manner:

1) Lump Sum (LS): Seeding shall be measured on a lump sum basis. No measurement of area seeded will be made.

2) Acre-Plan Quantity (AC-P): Seeding shall be measured on a plan quantity basis. This quantity shall be the neat line areas to be seeded as calculated from the construction plans.

3) Acre (AC): Seeding shall be measured on an area basis. The quantity shall be determined by actual field measurements of the number of acres seeded. No measurement will be made for excess seeding of project areas.

No measurement shall be made for the supply and installation of mulch where required. This shall be considered incidental to seeding operations.

402.80 METHOD OF PAYMENT

The completed work for seeding, measured as specified, shall be paid for at the contract unit price. The unit price bid for seeding shall include supplying all materials, equipment, labor and any incidental items necessary for performing all seeding operations described in this specification. No separate payment shall be made for mulching. Mulching will be considered incidental to seeding operations.
402 – SEEDING AND MULCHING – SPECIAL PROVISION

PURPOSE:

The purpose of this Special Provision is to modify the specification for "402 - Seeding and Mulching". Sections 402.20, 402.30, 402.50 and 402.60 have been modified. All other sections of the specification for Seeding and Mulching shall apply.

402.20 MATERIALS

402.21 SEED MIXTURE

See plans for seed mixture

Native grasses shall be of a local ecotype certified by the Minnesota Crop Improvement Association (MCIA)

402.22 MULCHING MATERIAL

MnDOT Type I Mulch - Mulch shall consist of grain straw, hay, cuttings of agricultural grasses and legumes. The material shall be free of seed bearing stalks of noxious grasses or weeds. In addition, mulch shall not contain the following species: cattail, reed canary grass, birds-foot trefoil or crown vetch. At this time of delivery the mulch shall be in an air-dried condition.

MnDOT Type III Mulch - Mulch shall consist of clean agricultural grain straw (wheat, oats, rye barley) certified by the Minnesota Crop Improvement Association (MCIA) to be free of noxious weeds and free of reed canary grass. Provide mulch bales in an air-dried condition at the time of delivery and with an MCIA inspection tag attached indicating the mulch passed inspection.

402.30 SEEDING SEASON

<table>
<thead>
<tr>
<th>Seed Mixture Number</th>
<th>Spring</th>
<th>Fall</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-112</td>
<td>May 1 - Aug. 1</td>
<td>Aug. 1 - Oct. 1</td>
</tr>
<tr>
<td>22-111, 22-112</td>
<td>April 1 - July 20</td>
<td>July 20 - Oct. 20</td>
</tr>
<tr>
<td>25-121, 25-131, 25-141, 25-151</td>
<td>April 1 - June 1</td>
<td>July 20 - Sept. 20</td>
</tr>
<tr>
<td>25-142</td>
<td>April 1 - Sept. 1</td>
<td>---</td>
</tr>
<tr>
<td>Any mix beginning with a 3</td>
<td>April 15 - July 20</td>
<td>Sept. 20 - Oct. 20</td>
</tr>
</tbody>
</table>

Dormant seed after October 20 and when soil temperatures 1 in below the surface are no greater than 40° F.

Perform snow seeding over the top of snow allowing seed to melt through the snow to the soil and germinate upon warm up in the spring.
402.50 APPLICATION

402.51 SEEDING NATIVE MIXES

Seed native mixes with a native seed drill, a drop type seeder, or a hydro seeder at the adjusted bulk application rate for each mixture. Use a drill capable of accurately metering the types of seed planted and capable of maintaining a uniform mixture of seeds during drilling. Use a drill with disk furrow openers and a packer assembly to compact the soil directly over the drill row. Seed native mixes in rows spaced no greater than 8 in apart. Place seeds to a final planting depth from 1/8 in to 3/8 in. Perform drill seeding at a right angle to surface drainage. A drop type seeder equipped with a separate seed box for the fluffy seed and a soil packer assembly may be used in lieu of a drill with disc openers. Use a cyclone or spinner type seeder on areas no greater than 1 acre or on areas inaccessible to other equipment, as approved by the Engineer.

402.52 APPLYING MULCH

Use blower equipment to place Type 1 and/or Type 3 mulch at a rate of 2 ton/acre to provide a uniform distribution over all exposed soil to provide 90 percent uniform soil coverage. If non-uniform distribution occurs, re-mulch areas or remove the excess coverage.

Type 1 and Type 3 mulches shall be anchored with a disk anchoring tool immediately after placement unless otherwise approved by the engineer.

On frozen material, delay mulching until ground is snow covered and perform snow mulching. No disc anchoring is required. Apply snow mulching prior to or during a snowfall event.

Do not mulch with wind velocities greater than 15 mph.

402.60 QUALITY CONTROL

402.63 Final Stabilization

The site shall be considered stabilized by a uniform perennial vegetative cover when a density of 70 percent of its expected final growth over the entire seeded area has been achieved.

3/14/16