



DUCKS UNLIMITED, Inc.

North American Habitat Field Office

6115 East Main Avenue • Bismarck, North Dakota 58501 • Telephone (701) 258-5599

TO ALL INTERESTED BIDDERS

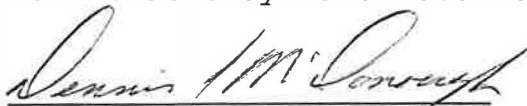
OCTOBER 17, 1986

ADDENDUM #1
MEDICINE LAKE NWR
LAKE CREEK FLATS PROJECT
DU- MT -009

Additional restrictions and comments about the Lake Creek Flats project on the Medicine Lake National Wildlife Refuge near Medicine Lake Montana are listed in the following and are to be considered part of the original project specifications and General Conditions.

1. No construction activities will be allowed until November 17, 1986 unless otherwise approved by US Fish and Wildlife Service.
2. It is the contractors responsibility to make all necessary arrangements with landowners for access to the project area when it is required to cross private land to enter the project area.
3. Contact Steve Martin at the Medicine Lake National Wildlife Refuge for any on-site tours or questions. 406/789-2305
4. Bid closing date and all other project items remain as originally specified.

All Bidders shall indicate on the bid envelope and bid form that they have received this addendum.


Dennis L. McDonough, P.E.
Design Engineer

DLM/jmr



DUCKS UNLIMITED, INC.
FORM 100 - GENERAL CONDITIONS



101 DEFINITIONS:

101-1 Corporation

Shall mean Ducks Unlimited, Inc.

101-2 Engineer

Shall mean the Chief Engineer designated by the Corporation acting directly or through a duly authorized representative.

101-3 Contractor

The individual, partnership or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.

101-4 Subcontractor

Any person or entity who has a direct contract with the Contractor to perform any part of work, and who is approved in writing by the Corporation.

101-5 Contract

The Contract consists of the Unit Price Agreement (including all Addenda and attachments thereto), between the Corporation and the successful Bidder by which such Bidder, as the Contractor, is obligated to perform the proposed work, together with the Bid, Specifications, Plans, General Conditions, Special Provisions, supplemental agreements and securities, and any written change orders thereto signed by both the Corporation and the Contractor. The Contract represents the entire and integrated agreement between the parties thereto and supercedes all prior negotiations, representations or agreements, either written or oral.

101-6 Bid

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

101-7 Bidder

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

101-8 Plans

The Plans 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.

101-9 Addenda

Written or graphic attachments to the Bid and the Contract which modify or interpret the Bidding documents (including Plans and 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 documents when the agreement is executed.

101-10 Specifications

A general term applied to all directions and requirements pertaining to the performance of the work.

101-11 Special Provisions

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

101-12 Extra Work

An item of work not provided for in the Contract as awarded but found essential, by the Engineer, 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.

101-13 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.

101-14 Performance Bond

Without restricting or limiting any other format and acceptable definition of Performance Bond, for the purposes of this agreement the Performance Bond shall also include any form of security acceptable to the Corporation and obtained or provided by the Contractor for the benefit of the Corporation, under the terms of which the Corporation is to be indemnified by the Contractor for any loss or damage howsoever arising, as a result of any failure, neglect, delay or for default under the

terms of the Contract, including breach of the Contract.

102 BID REQUIREMENTS AND CONDITIONS:

102-1 Bid

The accepted Bid shall apply to and be part of the Contract.

102-2 Delivery of the Bid

All Bids must be submitted on the form supplied by the Corporation. 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. The Corporation reserves the right to open the Bids in private. The Bid will be reviewed by the Engineer after which a Contract may or may not be awarded. Any Bid received after the closing time will not be accepted.

102-3 Examination of the Site

The Bidder warrants that he 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, obstructions and any other factors which may affect the Bid or the execution of the work. The Bidder shall not claim, after submission of this Bid, that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions. Examination of existing soil information can be arranged by notifying the Engineer at his office. Should the Bidder wish to conduct any subsurface exploration or soil testing, he shall contact the Engineer prior to such exploration.

102-4 Tender Quantities

The quantities set forth in the Bid form are approximate only. 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 the bid unit price for that particular item of work.

102-5 Preparation of Bid

Each Bid shall include the fully completed and signed Bid form including all statements and security as required. The complete set of documents, including the General Conditions, Specifications, Special Provisions and Plans, must be submitted as the Bid and the Bid form must not be separate nor removed from the other documents. The authorized representative(s) of the Bidder shall sign in the space provided.

102-6 Mathematical Errors in the Bid

No mathematical errors or omissions in the 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 Engineer, in his sole discretion, shall have the option to terminate the Contract.

102-7 Inconsistency

In the event there is an inconsistency or conflict in the Contract documents, Special Provisions shall prevail over Plans, Specifications and General Conditions.

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 General Conditions, Specifications and Plans shall be resolved by the Engineer.

102-8 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 or by telegram, 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.

102-9 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

Engineer for clarification before the closing date of Bids. If the Engineer 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.

102-10 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.

102-11 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 calendar days from the Bid closing time.

103 AWARD AND EXECUTION OF CONTRACT:

103-1 Qualification of Bidder

Before awarding the Contract, the Corporation may require any Bidder to submit proof that he 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; and such other related information as the Corporation shall reasonably require.

103-2 Acceptance of Bid and Award of Contract

Within thirty days of the Bid closing time, the successful Bidder will be notified. The successful Bidder shall execute a Unit Price Agreement on the Corporation's standard form, and furnish any required information within fifteen days thereafter. After the Unit Price Agreement is signed, any security held by the Corporation shall be returned to the successful Bidder. If the Contractor fails to execute the Unit Price Agreement, the security will be forfeited to the Corporation, which 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.

103-3 Execution of Contract

Upon acceptance of the Bid from the Contractor, an agreement shall be executed on the Corporation's standard form Unit Price Agreement, at which time the Contractor shall deliver to the Corporation a Performance Bond, supplied by a surety company acceptable to the Corporation. The Contractor shall also include delivery of a certificate of the specified comprehensive general liability insurance to the Corporation.

103-4 Performance Bond

A Performance Bond shall be provided on a form acceptable to the Corporation. The Performance Bond shall be conditional on the satisfactory performance of the work provided for in the Contract and shall be in the amount shown on the Tender for Bid document. For projects involving construction of impoundments and/or water control structures, the Bond shall remain in effect for a period of one year after the date on which the work has been substantially completed and a notice of Substantial Performance issued. For projects involving construction of islands, level ditching, etc., the Engineer may reduce the one year time requirement. This reduction in the time period shall be shown on all Bid Forms prior to bidding.

103-5 Commencement of Work

Time is of the essence. The Contractor shall initiate work in sufficient time to complete the works by the date indicated on the agreement. If the Contractor has, in the opinion of the Engineer, delayed the commencement of the work to the extent that the Date of Completion cannot be met, then the Contractor may be subject to the penalties of default or delay as described herein.

104 SCOPE OF WORK:

104-1 Changes in Work

The Corporation may, without invalidating the Contract, order the Contractor to perform Extra Work or may order other changes or deletions in the work. In such event, the Contract price and date of completion shall be adjusted accordingly, by the mutual consent of the parties. The Contractor shall not commence any Extra Work unless the work has been ordered in writing by the Engineer. Extra Work shall be paid for in accordance with the rate or rates as set out in the Extra Work order.

If a method of payment for the Extra Work cannot be agreed to between the parties, then it shall be paid for on the basis of actual cost plus fifteen percent. The Contractor shall keep a daily record of each piece 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 Engineer for approval.

All invoices in connection with the Extra Work shall be submitted by the Contractor to the Engineer, on certified duplicate statements, not later than the tenth day of the month following that in which the Extra Work was performed.

104-2 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 Engineer.

104-3 Stop Work Order

The Engineer 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 Engineer.

105 CONTROL OF WORKS:

105-1 Engineer's Rights and Obligations

The Engineer shall:

- (a) decide whether all work has been completed as required by the Contract and decide what the Contractor is required by the Contract to do, including the acceptability of: the quality of quantity of any labor plant or material used in the execution of the work; the quality and quantity of work, and the timing and scheduling of the various phases of the work.

- (b) be authorized to order work insufficiently or improperly performed or defective materials supplied to be re-executed or removed and replaced by the Contractor to his satisfaction.
- (c) have the right to order Extra Work, dispense with or change the whole or any part of the work provided for in the unit price table or in the Plans and Specifications.

105-2 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.

Any person employed by the Contractor who, in the opinion of the Engineer, 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 Engineer 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.

105-3 Inspection

The following construction operations shall not be in progress when the Engineer is not on site unless otherwise authorized by the Engineer:

- (a) Pipelaying.
- (b) Backfilling.
- (c) Placing control structures or water control devices.
- (d) Construction involving existing works or utilities.
- (e) Pouring concrete.
- (f) Blasting.

The Contractor shall give the Engineer no less than three days written notice of Contractor's intention to commence construction on any of these operations. It shall be the Engineer's responsibility to ensure that he is available to inspect the work provided he has been given the appropriate notice.

This inspection shall not relieve the Contractor of his responsibility to perform the work in a proper and workmanlike manner.

105-4 Survey Stakes and Plans

The Engineer will provide the Contractor with lines and grades. In general, construction stakes will be set to mark the location, alignment, elevation and grade of the work. 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 Engineer with minor construction staking.

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

105-5 Accommodation of Traffic

The Contractor shall make proper provisions for maintaining traffic on roads and railways. Vehicular and pedestrian traffic shall not be stopped, restricted or diverted except when specified in the Special Provisions.

105-6 Access to Work

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

105-7 Subcontracts

The 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.

106 CONTROL OF MATERIALS:

106-1 Materials Supplied by the Corporation

(a) Acceptance of Materials

The Contractor shall, upon delivery to the site or to his 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 Engineer responsible for the work.

(b) Shortage and Care of Materials

- (i) 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.
- (ii) 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 Engineer to determine its fitness for the purpose for which it was supplied.
- (iii) Materials supplied by the Corporation to the Contractor shall not be used by him for any purpose other than that for which they were supplied.

106-2 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 specifications 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, may 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 Engineer 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.

107 LEGAL RELATIONS AND RESPONSIBILITIES:

107-1 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 comprehensive General Liability Insurance which shall be in the joint names of the Contractor and the Corporation with limits not less than one million dollars inclusive per occurrence for bodily injury, death and for damage to property including loss of use. Proof of such coverage must be provided to the Corporation at the time of execution of the Contract by the Contractor and shall be maintained throughout the duration of the Contract.

107-2 Indemnity

The Contractor shall indemnify and save harmless the Corporation and its agents and employees from and against all claims, costs, damages and actions arising out of any work done or activities of the Contractor, his Subcontractors, employees, agents, servants or assigns.

107-3 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 knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

107-4 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.

107-5 Taxes

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

107-6 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.

107-7 Existing Fencing

Any existing fencing dismantled or removed by the Contractor so as to accomodate 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.

107-8 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 similar or equal 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.

107-9 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 Engineer. Pending a cultural examination, a determination will be made to continue or cease all construction activities in that area.

Contractor will be compensated for work completed to the point of ceasation of activities. Any additional claims will be reviewed by the Engineer.

107-10 Safety

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, safety in accordance with all the applicable laws, regulations and generally accepted practices. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) all employees on the work and all other persons who may be affected thereby;
- (b) all the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the case, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

108 PROGRESS OF WORK:

108-1 Neglect or Delay by the Corporation

No extra payment, in addition to the Contract price, will be made to the Contractor for an extra expense, loss or damage due to neglect or delay, unless the Engineer 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, or by the usage of the trade. The Contractor shall, within thirty days from commencement of such neglect or delay, give written notice to the Engineer of a claim for such extra expense, loss or damage. If such notice is not given within the thirty day period, any claim the Contractor may have for extra payment shall be waived.

108-2 Default by the Contractor

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or 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 fails to make prompt payment to Subcontractors or for materials or labor, or persistently 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 surety, if any, four days' written notice, terminate the employment of 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 was relieved.

Where the work is subsequently completed by the Corporation, the Engineer 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.

108-3 Extension of Time

The Engineer may, in writing, extend the time for completion of the work or any part of the work.

108-4 Suspension of the Contract

The Engineer may suspend the Contract at any time by giving notice to that effect to the Contractor. If the period of suspension is thirty 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 Engineer and the Contractor. If the period of suspension is more than thirty days, the Contractor shall resume operations at such time in accordance with any terms and conditions agreed upon by the Engineer 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.

108-5 Termination of the Contract

The Engineer may terminate the Contract at any time for cause or due to a supervening possibility by giving written notice to that effect to the Contractor. Any compensation due to the Contractor will be in accordance with sub-section 109-1.

108-6 Final Acceptance

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

Thereafter, the Engineer will issue a written notice of Substantial Performance or Final Acceptance of the work done if, in his opinion, 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.

When conditions dictate that a small amount of work must be postponed until a later date, then only a letter of Substantial Performance 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.

109 PAYMENTS:

109-1 General

All payments to the Contractor will be for materials actually furnished and work actually performed by the Contractor. Quantities will be measured and verified by the Engineer. The extension amounts shown in the Bid are for comparative purposes only and in no way constitute an actual amount for which the Corporation will be liable.

109-2 Partial Payments

Payments to the Contractor will be made monthly. All payment for materials furnished and work performed will be based on estimates prepared and certified by the Engineer. Monthly estimates and payments are approximate only. Such payments shall be as close to the actual value of the completed work as is practical and shall be subject to correction by the Corporation in the final estimate and payment.

109-3 Final Payment

Final payment will be made at the earliest practical date following final inspection and the Corporation's written acceptance. The Contractor shall be paid based on final, verified quantities, after deducting all previous partial payments and all amounts to be retained or deducted under provisions of the Contract. By acceptance of the final payment, the Contractor shall waive any and all claims it may have against the Corporation in any way arising from or related to the Contract.

Final payment shall not be made until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Corporation or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required

by the Corporation, other date establishing payment or satisfaction of all such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Corporation. If any Subcontractor refuses to furnish a release or waiver required by the Corporation, the Contractor may furnish a bond satisfactory to the Corporation to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Corporation all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

109-4 Claims

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

109-5 Statutory Holdbacks

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.

SPECIFICATION FOR BLASTING POTHOLES

1. GENERAL CONDITIONS

The General Conditions and Special Provisions attached hereto shall apply to and be part of this specification.

2. DESCRIPTION

This specification shall cover the supply and installation of all blasting apparatus as well as blasting the specified number of potholes as described herein.

3. METHOD

The desired results may be accomplished by blasting using various methods. The method choose by the Contractor shall be approved by the Engineer prior to accepting the bid. A detailed outline of the proposed method including but not limited to manufactures receommendations, planned safety precautions, test results of the proposed method, a resume of the proposed blasting contractor including past experience and references. All state, federal, and specific product blasting procedures must be followed.

4. APPLICABLE LAW AND LICENSE

The Contractor responsible for the blasting shall have all applicable state and or federal licenses. A copy of which shall be supplied to the Engineer prior to accepting the bid.

5. BLASTING RESULTS

The potholes produced by blasting shall be shaped as shown on the plans with a minimum surface area and a minimum depth of 6'. The blast shall be planned in a manner which will cause the blasted material to be thrown outward spread as evenly as practical. Potholes shall be located as shown on the plans and shot in a manner that will prevent blasted material from falling on existing potholes or on areas where potholes are planned.

6. MEASUREMENT AND PAYMENT

Full payment per unit price will be made on potholes which meet or exceed a surface area of

1500 square feet. Partial payment will be made on potholes which do not meet required surface dimensions. No payment shall be made on potholes that do not meet or exceed the minimum required depth.

Payment shall constitute full compensation for all mobilization, materials, labor, clean up, and incidental work associated with the blasting.

SPECIFICATION FOR BROOD POND COMPLEX (WINTER)

1. GENERAL CONDITIONS

The General Conditions and Special Provisions hereto attached shall apply to and be part of this specification.

2. DESCRIPTION

This work shall include the supply of all labor, material, and equipment required to complete the construction of the Brood Pond Complex as shown on the plans or as staked in the field by the Engineer, and in accordance with these specifications.

The work shall include:

- Removing all ice from the excavated areas and from areas within the complex where spoil will be placed.

- Excavating to the lines and grades shown on the plans or staked in the field.

- Place spoil material into designated waste areas shown on the plans or as approved by the Engineer.

- Level, trim and place 4 inches of topsoil on the designated waste areas.

3. CONSTRUCTION METHODS

3.1 TOPSOIL EXCAVATION AND PLACEMENT

Topsoil excavation shall be the excavation of organic surface soils, peat or black mineral soils in the area of the proposed excavation or borrow sites as staked or in accordance with plans and specifications to depths designated and approved by the field engineer. The work shall include the excavation, stockpiling and placement of the topsoil over the surface of the designated waste areas.

The topsoil shall be placed in a uniform layer, 4 inches in depth over the entire crest and side slopes of the designated waste areas. The placed material shall be trimmed to specified tolerances to the lines and grades shown on the plans.

3.2 EXCAVATION

Excavation procedure shall be subject to the

3.2 EXCAVATION

Excavation procedure shall be subject to the approval of the Engineer. Excavation shall mean the removal and disposal of all material encountered within the limits of excavation as shown on the drawings or as set out by the Engineer in the field.

Excavation shall be performed in as nearly a continuous fashion as possible, with due regard to completion of works.

The Contractor shall not overexcavate by digging below specified lines and grades. If, in the opinion of the Engineer, the Contractor overexcavated an area, he shall replace at his expense the overexcavated material with suitable site material and compact that material to equal the insitu-material surrounding, or to the satisfaction of the Engineer.

3.3 EMBANKMENT

Borrow material shall be deposited in a continuous fashion. Materials shall be shaped to the lines, grades, and levels shown on the plans.

4. METHOD OF MEASURE

The Dugouts shall be measured on a per unit basis for each Dugout completed as shown on the plans. The excavation volumes have been calculated by the average end area method and are estimated quantities listed only for the contractors edification.

5. BASIS OF PAYMENT

The construction of the Dugouts will be paid for at the contract unit price per unit for "DUGOUT CONSTRUCTION" to be measured as specified herein, which price shall be payment in full for supplying all labor and equipment and for performing all operations herein described and all work incidental to the work included in this specification.