

Milltown State Park
BDG Access Improvements

2022

SPECIFICATIONS

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Montana Fish, Wildlife & Parks

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1. PROJECT DESCRIPTION

The Project involves construction work associated with:

**Milltown State Park BDG Access Improvements
Fish, Wildlife & Parks (FWP) project # 7215502
Located near Bonner, Montana, in Missoula County**

The project generally includes improving an existing trailhead parking lot surface, installing concrete wheel stops to designate parking spaces, and installing chain link fencing and gate. This work includes site preparation, clearing and grubbing, excavation, placing crushed sub base material, placing recycled asphalt pavement with tack coat as surfacing, installing fencing and gates, and incidentals.

2. PROJECT RELATED CONTACTS

Project contacts are designated as follows:

Owner:

Montana FWP
1420 E. Sixth Ave.
PO Box 00701
Helena, MT 59620-0701

FWP Project Representative:

Randi Rognlie
FWP Project Manager
1522 9th Avenue
Helena, MT 59620
406-841-4019 (wk)
406-431-9797 (cell)
406-841-4004 (fax)

3. SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any - investigations necessary to assess the nature of the construction and the difficulties to be encountered, see General Conditions, Article 3.

4. SOILS INFORMATION

Geotechnical investigation work has not been done for this Project. It is the responsibility of the Bidders to conduct all investigations and determine the soil type and digging conditions that may be encountered with this Project prior to bid preparation, see General Conditions, Article 3.

5. PROJECT REPRESENTATIVE, INSPECTIONS, AND TESTING

The Project Representative will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Project Representative does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, personnel, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the

Special Provisions

Contractor's attention, who shall immediately correct the discrepancy. Failure of the Project Representative to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required, see General Conditions, Article 3.

The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled observation by the Project Representative, the Contractor shall again inspect the work and certify to the Project Representative that he has inspected the work and it meets the requirements of the Contract Documents. The Project Representative may require uncovering of work to verify the work was installed according to the contract documents, see General Conditions, Article 12.

The work will be subject to review by the Project Representative. The results of all such observations, and all contract administration, shall be directed to the Contractor only through the Project Representative.

5.1 Services Required by the Contractor. The Contractor shall provide the following services:

- a. Any field surveys to establish locations, elevations, and alignments as stipulated on the Contract Documents. FWP reserves the right to set preliminary construction staking for the project. The Contractor is responsible to notify FWP for any construction staking discrepancies.
- b. Preparation and certification of all required shop drawings and submittals as described in the General Conditions, Article 3.
- c. All testing requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Project Representative. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards. Costs associated with laboratory testing is incidental to the bid items.

- d. Preparation and submittal of a construction schedule, including submittals, see General Conditions, Article 3. The schedule shall be updated as required, as defined in the Contract Documents.
- e. All Quality Control testing as required by the Contractor's internal policies.
- f. All Quality Assurance testing and/or re-testing as stated in the Contract Documents, see General Conditions, Article 13.

5.2 Services Provided by the Owner. The Owner shall provide the following services at no cost to the Contractor except as required for retests as defined in the Contract Documents.

- a. The Project Representative may check compaction of backfill and surfacing courses using laboratory testing submittal information supplied by the Contractor. These tests are to determine if compaction requirements are being fulfilled in accordance with the Contract Documents. It is ultimately the responsibility of the Contractor to ensure that this level of compaction is constant and met in all locations.
- b. Any additional Quality Assurance testing deemed appropriate by the Owner, at the Owner's expense.

6. ENGINEERING INTERPRETATIONS

Timely Engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. When engineering interpretation affects a plan design or specifications change, it should be realized that more than 24 hours may be required to gain the necessary Owner participation in the decision process including time for formal work directive or change order preparation as required.

7. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced with work or materials conforming to the provisions of the Contract Documents, see General Conditions, Article 12. Failure on the part of the Project Representative to condemn or reject bad or inferior work, or to note nonconforming materials or equipment on the Contractors submittals, shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period (MCA 27-2-208).

Only the Project Representative will have the authority to reject work which does not conform to the Contract Documents.

8. UTILITIES

The exact locations of existing utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. **One Call Locators, 1-800-424-5555**

The Contract Documents may show utility locations based on limited field observation and information provided to the Project Representative by others. The Project Representative cannot guarantee their accuracy. The Contractor shall immediately notify the Project Representative of any discrepancies with utility locations as shown on the Contract Drawings and/or their bury depths that may in any way affect the intent of construction as scoped in these specifications.

There will be no separate payment for exploratory excavation required to locate underground utilities.

- 8.1 Notification. The Contractor shall contact, in writing, all public and private utility companies that may have utilities encountered during excavation. The notification includes the following information:
- a. The nature of the work that the Contractor will be performing.
 - b. The time, date and location that the Contractor will be performing work that may conflict with the utility.
 - c. The nature of work that the utility will be required to perform such as moving a power pole, supporting a pole or underground cable, etc.
 - d. Requests for field location and identification of utilities.

A copy of the letter of notification shall be provided to the Project Representative. During the course of construction, the Contractor shall keep the utility companies notified of any change in schedule, or nature of work that differs from the original notification.

- 8.2 Identification. All utilities that may conflict with the work shall be the Contractor's responsibility to locate before any excavation is performed. Field markings provided by the utility companies shall be preserved by the Contractor until actual excavation commences. All utility locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.
- 8.3 Removal or Relocation of Utilities. All electric power, street lighting, gas, telephone, and television utilities that require relocation will be the responsibility of the utility owner. A request for extending the specified contract time will be considered if utility owners cause delays.
- 8.4 Public Utilities. Water, sewer, storm drainage, and other utilities owned and operated by the public entities shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All such work shall be in accordance with these Contract Documents, or the Owner's Standard Specifications or written instructions when the work involved is not covered by these Specifications.
- 8.5 Other Utilities. Utilities owned and operated by private individuals, railroads, school districts, associations, or other entities not covered in these Special Provisions shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All

work shall be in accordance with the utility owner's directions, or by methods recognized as being the standard of the industry when directions are not given by the owner of the utility.

- 8.6 Damage to Utilities and Private Property. The Contractor shall protect all utilities and private property and shall be solely responsible for any damage resulting from his construction activities. The Contractor shall hold the Owner and Project Representative harmless from all actions resulting from his failure to properly protect utilities and private property. All damage to utilities shall be repaired at the Contractor's expense to the full satisfaction of the owner of the damaged utility or property. The Contractor shall provide the Owner with a letter from the owner of the damaged utility or property stating that it has been repaired to the utility owner's full satisfaction.
- 8.7 Structures. The Contractor shall exercise every precaution to prevent damage to existing buildings or structures in the vicinity of his work. In the event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.
- 8.8 Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during construction of this project.
- 8.9 Buried Gas Lines. The Contractor shall provide some means of overhead support for buried gas lines exposed during trenching to prevent rupture in case of trench caving.
- 8.10 Pavement Removal. Where trench excavation or structure excavation requires the removal of curb and gutter, concrete sidewalks, or asphalt or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spade-bitted air hammer, concrete saw, colter wheel, or similar approved equipment to obtain a straight, square clean break. Pavement cuts shall be 2 feet wider than the actual trench opening.
- 8.11 Survey Markers and Monuments. The Contractor shall use every care and precaution to protect and not disturb any survey marker or monuments, such as those that might be located at lot or block corners, property pins, intersection of street monuments or addition line demarcation. Such protection includes markings with flagged high lath and close supervision. No monuments shall be disturbed without prior approval of the Project Representative. Any survey marker or monument disturbed by the Contractor during the construction of the project shall be replaced at no cost to the Owner by a licensed land surveyor.
- 8.12 Temporary Utilities. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

9. CONSTRUCTION SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees and subcontractors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other

applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein, see General Conditions, Article 10.

10. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE

- 10.1 Construction Limits. Where construction easements or property lines, are not specifically called out on the Contract Documents, limit the construction disturbance to ten (10) feet, when measured from the edge of the slope stake grading, or to the adjacent property line, whichever is less. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Project Representative and the Owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction reclamation or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.
- 10.2 Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas may require reclamation and revegetation operations, including grading to the original contours, top soiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein. Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance, see General Conditions, Articles 3 and 10. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

11. DECONTAMINATE CONSTRUCTION EQUIPMENT

Power wash all construction equipment entering the project site to prevent the spread of noxious weeds and aquatic invasive species. This applies to all FWP projects, whether or not individual construction permits specifically address cleaning of equipment.

12. TREE PROTECTION AND PRESERVATION

The Contractor and the Owner shall individually inspect all trees within the project construction limits prior to construction. The Owner shall determine which trees are to be removed and which trees are to be preserved. Construction of the grading, utilities and various roadway facilities must not significantly damage the trees root system or hinder it's chances for survival. Reasonable variations from the Contract Documents, as directed by the Project Representative, may be employed to ensure the survival of trees.

13. CONSTRUCTION SURVEYS

The Contractor will be responsible for all layout and construction staking utilizing the Project Representative's existing control and coordinate data for the project. Dimensions and elevations indicated in layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Project Representative for adjustment before work is performed. The Project Representative may set location and grade

stakes prior to construction; however, it is ultimately the responsibility of the Contractor to check and verify all construction staking for the project.

Existing survey control (horizontal and vertical) has been set for use in the design and ultimately the construction of these improvements. A listing of the coordinates and vertical elevation for each of these control points may be included in the project drawings.

The Contractor will be responsible for preserving and protecting the survey control until proper referencing by the Contractor has been completed. Any survey control obliterated, removed, or otherwise lost during construction will be replaced at the Contractor's expense.

Contractor shall be aware of property pins and survey monuments. Damage to these pins will require replacement of such by a registered land surveyor at no cost to the owner.

The Contractor shall provide construction staking from the Contractor's layouts and the control points. Contractor's construction staking includes at a minimum:

1. Slope stakes located at critical points as determined by the Project Representative.
2. Blue tops every longitudinally and transversely for subgrade and crushed base to verify finish grading of course.
3. Location and grade stakes for drainage features and retaining walls.
4. Location stakes for roadside safety items, permanent and temporary traffic control, and misc. items as determined by the Project Representative.

Original field notes, computations and other records take by the Contractor for the purpose of quantity and progress surveys shall be furnished promptly to the Project Representative and shall be used to the extent necessary in determining the proper amount of payment due to the Contractor.

14. MATERIAL SOURCES AND CONSTRUCTION WATER

The Contractor shall be responsible for locating all necessary material sources, including aggregates, earthen borrow and water necessary to complete the work. The Contractor shall be responsible for meeting all transportation and environmental regulations as well as paying any royalties. The Contractor shall provide the Project Representative with written approvals of landowners from whom materials are to be obtained, prior to approval.

The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

Water for compaction efforts shall be supplied by the Contractor.

15. MATERIALS SALVAGE AND DISPOSAL

Notify the Owner for any material salvaged from the project site not identified in the Contract Documents. The Owner reserves the right to maintain salvaged material at the project site, compensate the Contractor for relocation of salvaged material, or agreed compensation to Owner for material salvaged by the Contractor.

Haul and waste all waste material to a legal site and obey all state, county, and local disposal restrictions and regulations.

16. STORED MATERIALS

Contractor shall use an approved storage area for materials. Materials and/or equipment purchased by the Contractor may be compensated on a monthly basis. For compensation, provide the Project Representative invoices for said materials, shop drawings and/or submittals for approval, and applicable insurance coverage, see General Conditions, Article 9..

17. STAGING AND STOCKPILING AREA

Contractor shall use staging and stockpiling sites for to facilitate the project as approved by the Owner. Contract Documents may show approved staging and stockpiling locations. Notify Owner within 24 hours for approval of staging and stockpiling sites not shown on the Contract Drawings.

18. SECURITY

The Contractor shall provide all security measures necessary to assure the protection of equipment, materials in storage, completed work, and the project in general.

19. CLEANUP

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the Owner reserves the right to withhold final payment.

Review these Contract Documents for additional Final Cleanup specifications for specific measures, associated with Contractor responsibilities and final payment.

20. ACCESS DURING CONSTRUCTION

The existing parking lot is presently closed to the public as controlled by the existing gate. The parking lot is to remain closed to the public throughout the duration of the project. Always provide Railroad access to the project site – refer to Special Provision Item 25. Public access to Milltown State Park along the access road passing beneath MRL Bridge 113 and Interstate 90 is presently not allowed. Members of the Clark Fork Arena have Railroad permission to use the access road to reach their facilities on the south side of I-90. Coordinate and provide access to the Clark Fork Arena as described in the Contract drawings.

21. CONSTRUCTION TRAFFIC CONTROL

The Contractor is responsible for providing safe construction and work zones within the project limits by implementing the rules, regulations, and practices of the Manual on Uniform Traffic Control Devices, current edition.

22. SANITARY FACILITIES

Provide on-site toilet facilities for employees of Contractor and Sub-Contractors and maintain in a sanitary condition.

23. CONTRACT CLOSEOUT

The Contractor's Superintendent shall maintain at the project site, a "Record Set of Drawings" showing field changes, as-built elevations, unusual conditions encountered during construction, and such other data as required to provide the Owner with an accurate "as constructed" set of record drawings. The Contractor shall furnish the "Record Set" to the Project Representative following the Final Inspection of the Project.

The Contractor's final payment will not be processed until the "Record Set" of drawings are received and approved by the Project Representative.

24. MEASUREMENT AND PAYMENT

Review these Contract Documents for additional Measurement and Payment specifications for definitions. Quantities are listed on the Bid Proposal for Payment Items. Additional material quantities, volumes, and measurements may be shown on the Contract Document drawings and/or specifications.

Unit Price quantities and measurements shown on the Bid Proposal are for bidding and contract purpose only. Quantities and measurements supplied, completed for the project, and verified by the Project Representative shall determine payment. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each bid item.

The Owner or Contractor may make a Claim for an adjustment in Contract Unit Price if the quantity of any item of Unit Price Work performed by the Contractor differs materially and/or significantly (increase or decrease by 50%) from the estimated quantity indicated on the Bid Proposal.

Lump sum bid item quantities will not be measured. Payment for these lump sum bid proposal items will be paid in full amount listed on the Bid Proposal when accepted by the Project Representative, unless specified otherwise.

25. RAILROADS

The entire project site is located on railroad property controlled by Montana Rail Link (MRL). The Scope of Work includes various improvements to railroad property including installation of chain link fencing on the wing walls of MRL's Bridge 113. The Contractor is responsible for coordinating with MRL and meeting MRL's requirements and stipulations for performing work on railroad property including, but not limited to, insurance requirements, railroad flagging, and communication.

- 25.1 Construction and Maintenance Agreement. The executed Construction and Maintenance Agreement is provided as Attachment 25A. The Contractor is subject to this agreement in all respects as the DEPARTMENT'S contractor. The Contractor shall pay particular attention to Exhibit "C" – Requirements for Contractors, Public Employees, and Private Individuals When Working on the Railroad's Right of Way.
- 25.2 Temporary Occupancy Permit. The Contractor shall obtain a Temporary Occupancy Permit (TOP) from MRL prior to mobilizing to the site. A paper application is included as Attachment 25B and additional information is available at the following website: <https://www.montanarail.com/real-estate-site-lease/>.

26. SITE PREPARATION AND GRADING

The Contractor shall perform all site preparation, excavation, and grading according to the Contract drawings and/or specifications.

A. General

1) Site Preparation.

- a) The Contractor shall prepare the site by clearing and disposing of all vegetation from the existing ground surface inside the boundary of the Proposed Gravel Lot Perimeter as indicated on the Contract drawings, except for the existing 30" Ponderosa Pine tree which shall remain and be protected in place.
- b) The Contractor shall remove all existing boulders from within the Proposed Gravel Lot Perimeter and place in a suitable location on-site as approved by the Project Representative.
- c) The Contractor shall grade within the boundary of the Proposed Gravel Lot Perimeter filling in holes, low areas, and otherwise providing a uniform and smooth surface as approved by the Project Representative. Grade the site to maintain existing drainage patterns.
- d) The Contractor shall take care to protect in place the existing fences and gates identified on the Contract drawings to "remain" and/or "protect in place".

2) Excavation and Borrow.

- a) The Contractor shall perform excavation to remove the existing loose gravel or otherwise unsuitable material near the east end of the existing gravel lot as indicated on the Contract drawings. The excavated material shall become the property of the Contractor and removed from the site or may be utilized or wasted on site as approved by the Project Representative.
- b) The Contractor shall replace the excavated material with 3" Minus Crushed Sub Base Course per the requirements of MPWSS Section 02234. The 3" Minus Crushed Sub Base Course shall be placed and compacted prior to the placement of the RAP surfacing.

3) BMP Silt Fence and Post. The Contractor shall maintain existing site drainage patterns and use Best Management Practices (BMP) to prevent soil erosion at all times during construction. The Contractor shall install temporary silt fence near the top of slope at the east end of the existing gravel lot as indicated in the Contract drawings.

B. Measurement and Payment

- 1) Site Preparation is measured and paid by the square yard (SY).
- 2) Excavation & Borrow
 - Embankment shall be paid by the cubic yard (CY) of 3" Minus Crushed Sub Base Course installed. Measurement will be based on a 38-ft by 79-ft area and 6-in installation thickness rounded to the nearest cubic yard.

- Excavation is incidental to the work and not measured for payment.
- 3) BMP Silt Fence and Post is measured and paid by the lineal foot (LF).

27. CHAIN LINK FENCING

A. General

The Contractor shall furnish and install Chain Link Fencing according to Montana Department of Transportation (MDT) Standard Drawing 607-25, MDT Standard Specifications Section 607 – Fences, and Section 712 – Fencing Materials.

The work under this section consists of the performance of all operations as required to construct the 6-ft chain link fencing and gates.

B. Materials

Furnish fencing materials from acceptable sources meeting MDT Section 712 requirements.

- Fence materials shall be Type 1 Class C zinc-coated steel.
- Top and bottom fabric selvage shall be knuckled.
- Fence posts installed on the wingwalls of MRL's Bridge 113 shall be 2 3/8" diameter as indicated on the drawings.
- Gates shall be steel gates.

C. Construction Requirements

Construct the chain link fencing and gates according to the Contract drawings and the requirements of MDT Standard Drawing 607-25, and MDT Standard Specifications Section 607 for Chain Link Fence.

The Contractor shall coordinate the installation of Chain Link Fence on the wingwalls of MRL's Bridge 113 with Montana Rail Link (MRL). As part of improvements to Bridge 113, MRL will install fence post inserts along the top of each wingwall as indicated in the Contract drawings. The Contractor will install fence posts over each fence post insert and secure the fence posts to the fence post inserts using bolts according to the fence post connection detail in Contract drawings. The fence post spacing on the wingwalls will depend upon the as-constructed location of the fence post inserts installed by MRL.

D. Measurement and Payment

Chain link fence is measured and paid for by the lineal foot. Chain link gates are measured and paid for each. Payment is for full compensation for producing, furnishing, loading, transporting, stockpiling, and installing fence materials; for all materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work in full compliance with the plans and specifications. Fence preparation including, but not limited to, clearing, grubbing, excavation and grading is not measured or paid for and is incidental to the contract unit price of the fencing items.

28. RECYCLED ASPHALT PAVEMENT SURFACING WITH ASPHALT TACK COAT

A. General

The work under this section consists of the performance of all operations as required to construct the Recycled Asphalt Pavement surfacing and Asphalt Tack Coat.

- 4) Recycled Asphalt Pavement (RAP)
 - a) This work is the supply and placement of RAP materials to provide a stabilized parking lot surface meeting the plans and specifications.
- 5) Asphalt Tack Coat
 - a) This work is the single application of emulsified asphalt material as specified in the contract documents on a prepared surface of compacted recycled asphalt pavement meeting the plans and specifications.

B. Materials

- 1) Recycled Asphalt Pavement
 - a) Obtain and furnish RAP materials from acceptable sources produced by either cold milling or crushing of an existing asphalt pavement. Stockpiled RAP shall meet MDT Standard Section 303. 100% of the milled/pulverized material must pass the 2-inch sieve. Submit RAP material source to the Project Representative for approval.
- 2) Asphalt Tack Coat
 - a) Furnish Emulsified Asphalt Grade SS-1h according to MPWSS Section 02502, Table 1.

C. Construction Requirements

- 1) Recycled Asphalt Pavement
 - a) Spread the RAP with a blade or device which strikes off the material uniformly to laying thickness and produces an even distribution of the RAP.
 - b) Compaction roll RAP surfacing to 95% of the maximum density, or as approved by the Project Representative, achieving a minimum 4-inch thickness according to the Contract drawings. Where the width of the construction is not sufficient to permit use of standard compaction equipment, perform compaction using vibratory compactors, trench rollers, or other special equipment which will provide the density requirements
- 2) Asphalt Tack Coat
 - a) Apply emulsified asphalt tack coat only when the RAP base meets the specified density requirements and moisture content in the top half is within 2% of optimum. Ensure that the surfacing is free of debris, firm, unyielding, and in such condition that no undue distortion will occur.
 - b) Apply emulsified asphalt when the surface is dry or slightly damp, and when the air temperature in the shade is at least 50° Fahrenheit.

- c) Distribute emulsified asphalt according to MPWSS Section 02502, Part 3.1.
- d) Dilute the asphalt emulsion with water at one part emulsion to one part water. Apply the diluted emulsion using a pressure distributor at the rate of 0.2 gallon per square yard to the surface of the compacted RAP allowing it to penetrate and bind the RAP materials.
- e) After the emulsified asphalt has been applied, assure it is left undisturbed for at least 24 hours or until it is cured.

D. Measurement and Payment

- 1) Recycled Asphalt Pavement
 - a) Placed RAP surfacing is measured and paid for by the ton.
- 2) Asphalt Tack Coat
 - a) Emulsified Asphalt is measured and paid for by the gallon and according to MPWSS Section 02502, Part 4.2.

END OF SPECIAL PROVISIONS

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR IMPROVEMENTS TO BRIDGE 113
BONNER, MT**

RAILROAD 3rd SUBDIVISION

RAILROAD MILEPOST 113.10

AGREEMENT, made this 20th day of September, 2022, between the STATE OF MONTANA acting through its DEPARTMENT OF FISH, WILDLIFE AND PARKS, an executive branch agency of the State of Montana, hereinafter referred to as "DEPARTMENT", and MONTANA RAIL LINK, INC., hereinafter referred to as "RAILROAD".

WHEREAS, the DEPARTMENT is proposing to undertake a project, which includes improvements necessary for a public access route/roadway beneath RAILROAD's Bridge 113.

WHEREAS, the said access route/roadway will require construction of improvements by RAILROAD's forces appurtenant to RAILROAD's Bridge 113 including the following: raising the existing ballast retainers, raising the top of the concrete wing walls, installing bridge railings, and installing chain link fences in Missoula County, Montana, as is more particularly shown on map marked as Exhibit "A" attached;

WHEREAS, the parties want this project to be constructed in accordance with plans and specifications prepared by the DEPARTMENT, approved by RAILROAD, and marked as Exhibit "A1";

WHEREAS, it will be necessary for RAILROAD to perform certain work on its facilities for this project;

WHEREAS, the RAILROAD will undertake certain portions of the construction of said project and will consent to the construction of said project upon the terms and conditions hereinafter stated and will receive no net benefit.

NOW, THEREFORE, in consideration of the premises herein contained, the parties agree:

I

The DEPARTMENT will construct or cause to construct, the chain link fence along the wing walls of Bridge 113 in compliance with plans and specifications developed by the DEPARTMENT. The DEPARTMENT will hold harmless RAILROAD or contractors of railroad to damages to said fence. The RAILROAD will construct or cause to construct and thereafter own all appurtenant improvements made to the Bridge 113 structure. Nothing provided in this agreement will be construed or deemed to be ratification or an adoption by the RAILROAD of either or both said plans and specifications as its own.

The DEPARTMENT will present the attached Exhibit "C", contractor requirements for work on the right-of-way of the RAILROAD, to its contractor. The DEPARTMENT's contractor will comply with all aspects of this attachment. There will be no equipment, manpower or work on the right-of-way of the RAILROAD prior to approval by the RAILROAD. **The DEPARTMENT's**

**Special Provision
Attachment 25A**

contractor(s) will telephone the RAILROAD's Communication Network Control Center at (800) 338-4750 (a 24-hour number), and Utilities Underground Location Center (800) 424-5555, to determine if underground utilities or communication facilities are buried anywhere in the area.

Should it become necessary for the RAILROAD to obtain the services of a consultant engineer or a contractor after this agreement is completed, and due to any exigency of the RAILROAD and the project, the DEPARTMENT and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant or contractor.

II

The DEPARTMENT and the RAILROAD will perform various items of work as follows:

PART A

WORK TO BE PERFORMED BY THE DEPARTMENT OR ITS CONTRACTOR AT DEPARTMENT EXPENSE:

1. Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the project, complete in all details.
2. Perform all work not specifically mentioned as work performed by the RAILROAD necessary to complete the project in accordance with plans and specifications including installing posts, bracing and metal fabric along the top of four (4) wing walls of Bridge 113.
3. Any work or modification which, under this contract, may be performed by the contractor will nevertheless be the obligation of the DEPARTMENT, and the RAILROAD will be entitled to look to the DEPARTMENT for full performance thereof.

PART B

WORK TO BE PERFORMED BY THE RAILROAD AT THE DEPARTMENT'S EXPENSE:

1. Provide railroad flagging protection during construction as deemed necessary by the RAILROAD.
2. Raise existing ballast retainers on the Bridge 113, remove existing handrail, install a new fabricated pipe handrail with ¾-inch mesh up to the mid rail and pour a place a 12" concrete extension to the four (4) wing walls.

PART C

SEQUENCE OF OPERATION:

The DEPARTMENT's Contractor will hold a preconstruction conference not sooner than 30 days prior to commencement of its construction work with the RAILROAD at the project location and at a mutually agreeable date and time for all parties.

III

All work to be done by the DEPARTMENT or its contractor on the RAILROAD's right-of-way, will be done in a manner satisfactory to the RAILROAD and will be performed so as not to unnecessarily interfere with the movement of trains or traffic upon the track. The DEPARTMENT will require its contractor to take precautions to avoid damage to or interfere with the RAILROAD's track or trains and to notify the RAILROAD, as per Exhibit "C", whenever the contractor is about to perform work on, or adjacent to its track to enable the RAILROAD to furnish flagging and other necessary protective services and devices to ensure the safety of railway operations. The RAILROAD can furnish such flagging and protective services and devices that, in its judgment, are necessary to ensure the safety of railway operations, and the DEPARTMENT will reimburse the RAILROAD for the cost thereof. Whenever safeguarding of the trains or traffic of the RAILROAD is mentioned in this agreement, it is intended to include all permitted users of the RAILROAD's track.

The DEPARTMENT, its contractors and subcontractors shall plan, schedule, coordinate and conduct all work so as not to cause any delay to any train.

IV

The DEPARTMENT will reimburse the RAILROAD for the work it performs pursuant to this agreement. The RAILROAD may assign any receivables due under this Agreement, provided, however, such assignment will not relieve the assignor of any of its rights or obligations under this agreement.

The estimated cost of work, except flagging, to be performed under this agreement by the RAILROAD's forces at the expense of the DEPARTMENT is shown on detailed estimate attached as Exhibit "B" and made a part of this agreement.

The RAILROAD has reviewed and inspected the materials in the field prior to signing this agreement. The salvage value of the materials, if any, to be retained by the RAILROAD is shown on the attached Exhibit "B." The RAILROAD will dispose of all scrap from the railroad's work covered in this agreement at RAILROAD expense.

The RAILROAD may submit progress bills to the DEPARTMENT during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. The DEPARTMENT will reimburse the RAILROAD for the actual cost and expense incurred in connection with said work.

It is further agreed that the final and complete billing of all incurred costs will be made by the RAILROAD at the earliest practical date and that a final audit and review will be made by the DEPARTMENT. Records are to be available to the DEPARTMENT or their authorized representatives for audit during the contract period and for a period of three (3) years from the date of final payment.

V

All contracts between the DEPARTMENT and a contractor, for the construction provided for, or maintenance work on the roadway within the RAILROAD right-of-way, will require the contractor to indemnify, defend, and hold harmless the RAILROAD and any other railroad company occupying or using the RAILROAD's right-of-way, or line of RAILROAD, against all loss, liability and damage including attorney's fees arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor will carry insurance of the kind and amount hereinafter specified:

A. Commercial General Liability Insurance

Each Occurrence	Not less than \$2,000,000
Personal Injury & Advertising Injury	Not less than \$1,000,000
General Aggregate	Not less than \$2,000,000
Products – Completed OPS Aggregate	Not less than \$2,000,000

**RAILROAD must be listed as additional insured
Commercial General Liability policy shall be endorsed “Contractual Liability – Railroads”
ISO form CG 2417 or equivalent**

B. Automobile Insurance

Combined Single Limit	Not less than \$1,000,000
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RAILROAD must be listed as additional insured

C. Workers Compensation Statutory

Certificates of Insurance must be provided to the RAILROAD prior to commencement of work for all policies described above.

- D. Railroad Protective Liability** insurance naming only the RAILROAD as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:
- *Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - *Endorsed to include the Limited Seepage and Pollution Endorsement
 - *Endorsed to remove any exclusion for punitive damages
 - *No other endorsements restricting coverage may be added

The original policy must be provided to the RAILROAD prior to performing any work or services under this Agreement.

**Special Provision
Attachment 25A**

Not more frequently than every five years, RAILROAD may ask to reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RAILROAD shall not be limited by the amount of the required insurance coverage.

ALL certificates of insurance required for contractor performed construction and/or maintenance work will be forwarded to the RAILROAD at the following address:

**MONTANA RAIL LINK INC.
Office of the Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
(406) 523-1440 Office
(406) 523-1529 Fax**

If the DEPARTMENT, its contractor, subcontractors, or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILROAD, such damage or destruction shall be corrected by the DEPARTMENT in the event its contractor or the insurance carriers fail to repair or restore the same.

VI

Upon completion of the work herein stated, the DEPARTMENT will require its contractor to leave the RAILROAD right-of-way in a condition satisfactory to the RAILROAD. This determination shall be made by the RAILROAD's Chief Engineer or his designee.

VII

The DEPARTMENT agrees that in removing snow from said roadway/access route, that the DEPARTMENT will perform such snow removal in a manner as not to deposit the snow or debris on the roadbed or tracks of the RAILROAD. Any snow or debris deposited on the roadbed or track sections by actions of the DEPARTMENT will be removed by the RAILROAD with such costs of removal billed against the DEPARTMENT. The RAILROAD agrees to notify the DEPARTMENT of any ongoing problem in this area.

VII

The RAILROAD will own the improvements appurtenant to Bridge 113, and the RAILROAD will repair and maintain these appurtenances at DEPARTMENT's expense. The DEPARTMENT will be responsible for the costs of all future maintenance, repair, improvement, modification or replacement, as needed for these appurtenances, based upon prevailing warrants, guidelines and conditions.

The DEPARTMENT agrees that it will do nothing and permit nothing to be done in the maintenance of the access route/roadway which will interfere with or endanger facilities of the RAILROAD.

IX

In the event said access route/roadway shall, at any time, cease to be used by the public or otherwise become vacated or abandoned, the rights and benefits of the DEPARTMENT under this agreement shall immediately cease.

X

All notices, billings, payments, and other required communications ("Notices") to the Parties shall be in writing, and shall be addressed respectively as follows:

If to **DEPARTMENT:** DEPARTMENT OF FISH, WILDLIFE AND PARKS
Region 2 Park Manager
3201 Spurgin Road
Missoula, MT 59804
Telephone (406) 542-5517

If to **RAILROAD:** MONTANA RAIL LINK INC.
Office of the Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone (406) 523-1440
FAX (406) 523-1529

All notices shall be given (i) by personal delivery to the Parties, or (ii) by electronic communication, with a confirmation sent by mail, or (iii) by mail. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication on the next business day following receipt of the electronic communication, or (iii) if solely by mail on the next business day after actual receipt. Any Party may change its address by notice to the other Parties.

**Special Provision
Attachment 25A**

XI

This agreement will be binding on the parties hereto, their successors and assigns.

MONTANA RAIL LINK, INC.

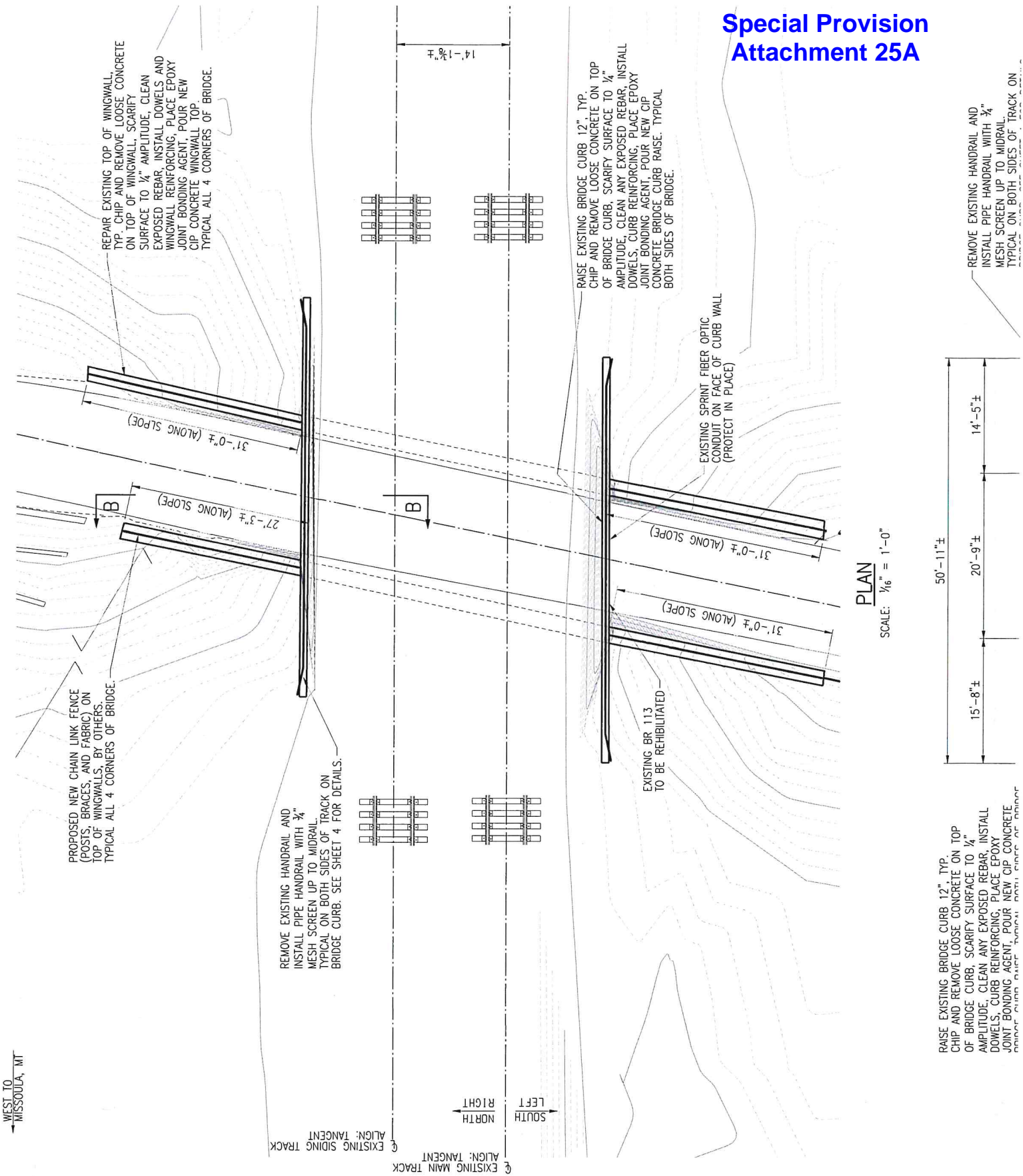
DocuSigned by:
By: *Heather Mattson*
Heather Mattson

Title: VP Finance and Accounting

DEPARTMENT OF FISH, WILDLIFE AND PARKS

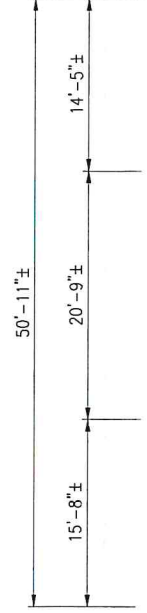
By: *[Signature]*
Title: *Deputy Director*

EXHIBIT A-1



Special Provision Attachment 25A

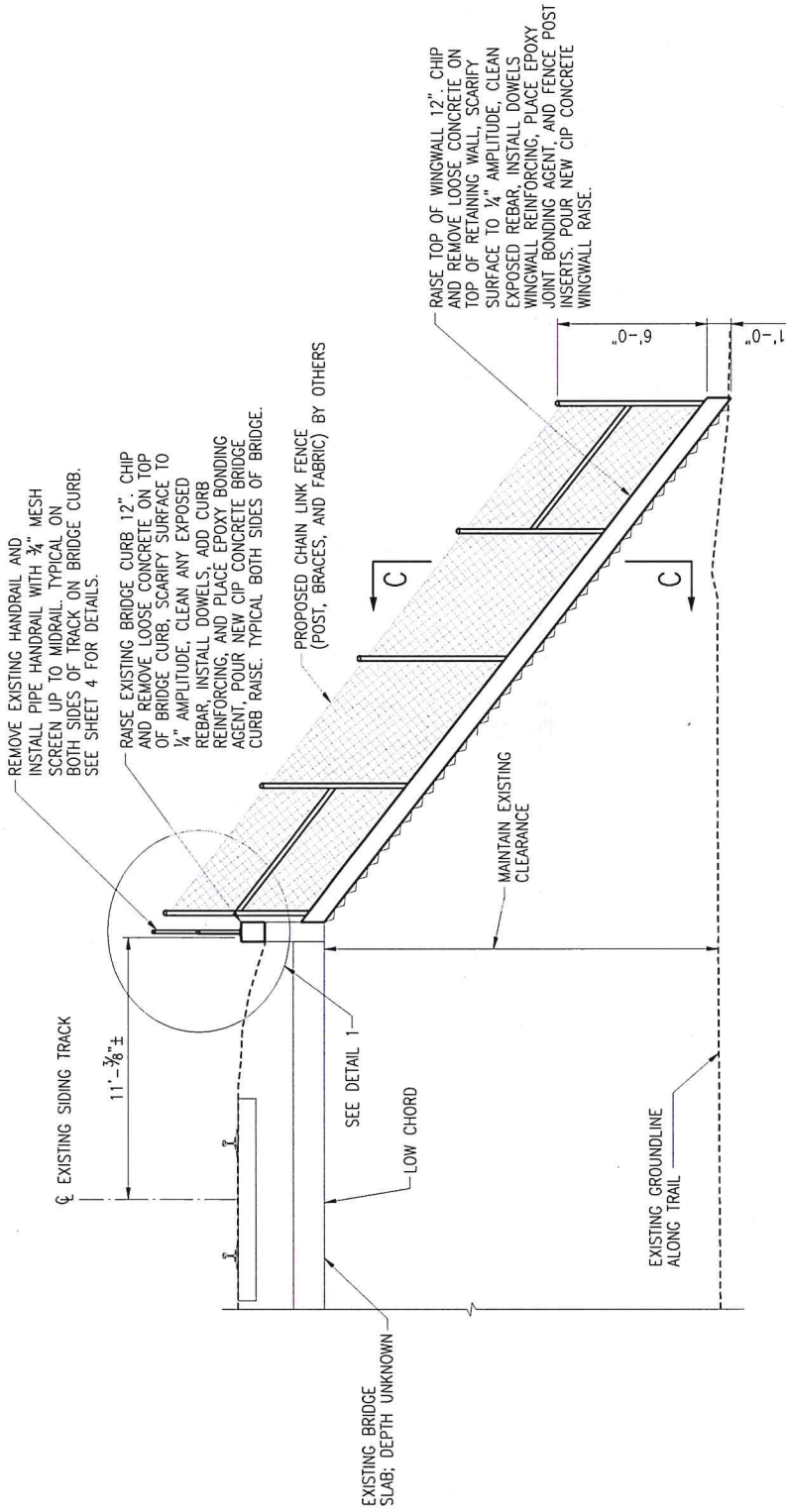
PLAN SCALE: 1/16" = 1'-0"



RAISE EXISTING BRIDGE CURB 12" TYP. CHIP AND REMOVE LOOSE CONCRETE ON TOP OF BRIDGE CURB, SCARIFY SURFACE TO 1/4" AMPLITUDE, CLEAN ANY EXPOSED REBAR, INSTALL DOWELS, CURB REINFORCING, PLACE EPOXY JOINT BONDING AGENT, POUR NEW CIP CONCRETE BRIDGE CURB RAISE. TYPICAL BOTH SIDES OF BRIDGE.

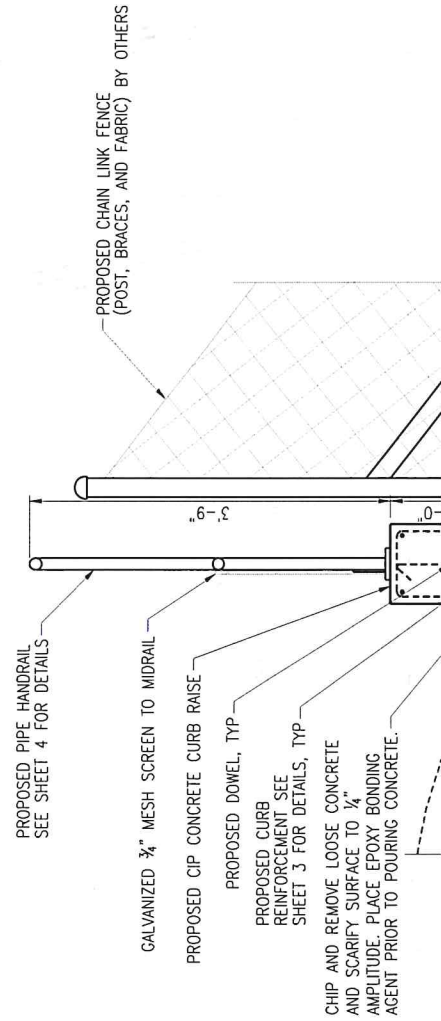
REMOVE EXISTING HANDRAIL AND INSTALL PIPE HANDRAIL WITH 3/4" MESH SCREEN UP TO MIDRAIL. TYPICAL ON BOTH SIDES OF TRACK ON

EXHIBIT A-1

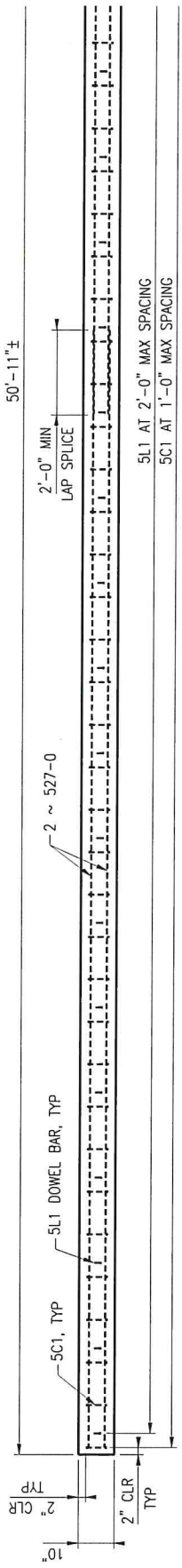


SECTION B-B

$\frac{1}{8}" = 1'-0"$

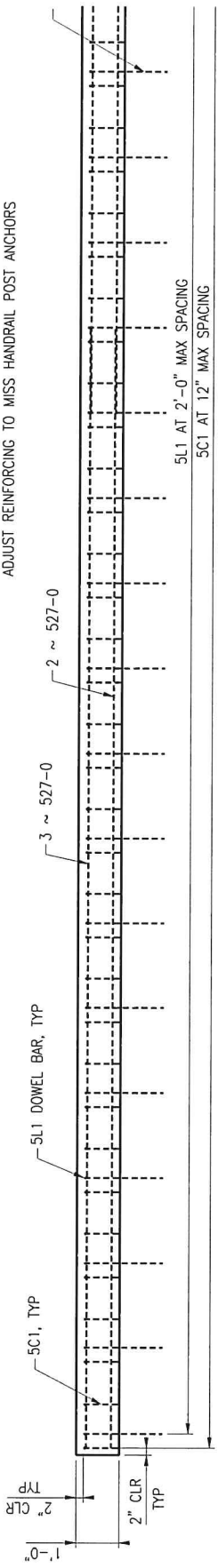


Special Provision Attachment 25A



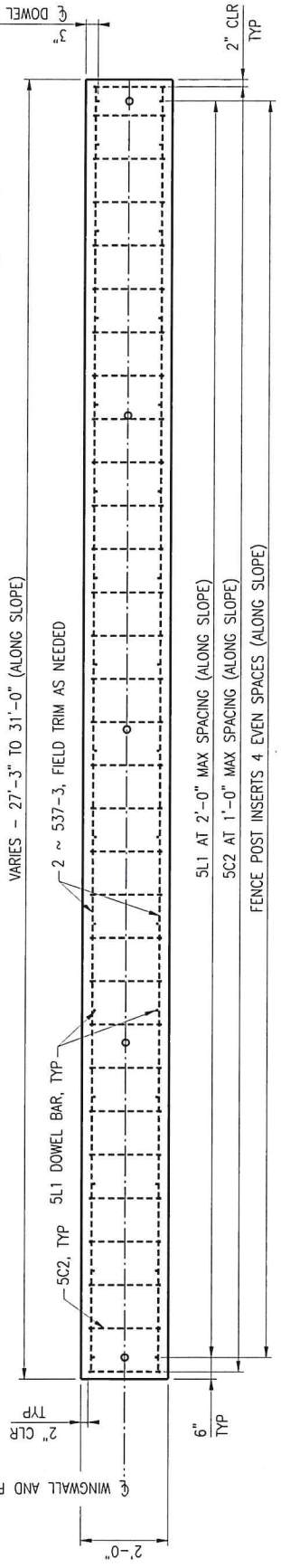
CURB EXTENSION PLAN

ADJUST REINFORCING TO MISS HANDRAIL POST ANCHORS
1/4" = 1'-0"



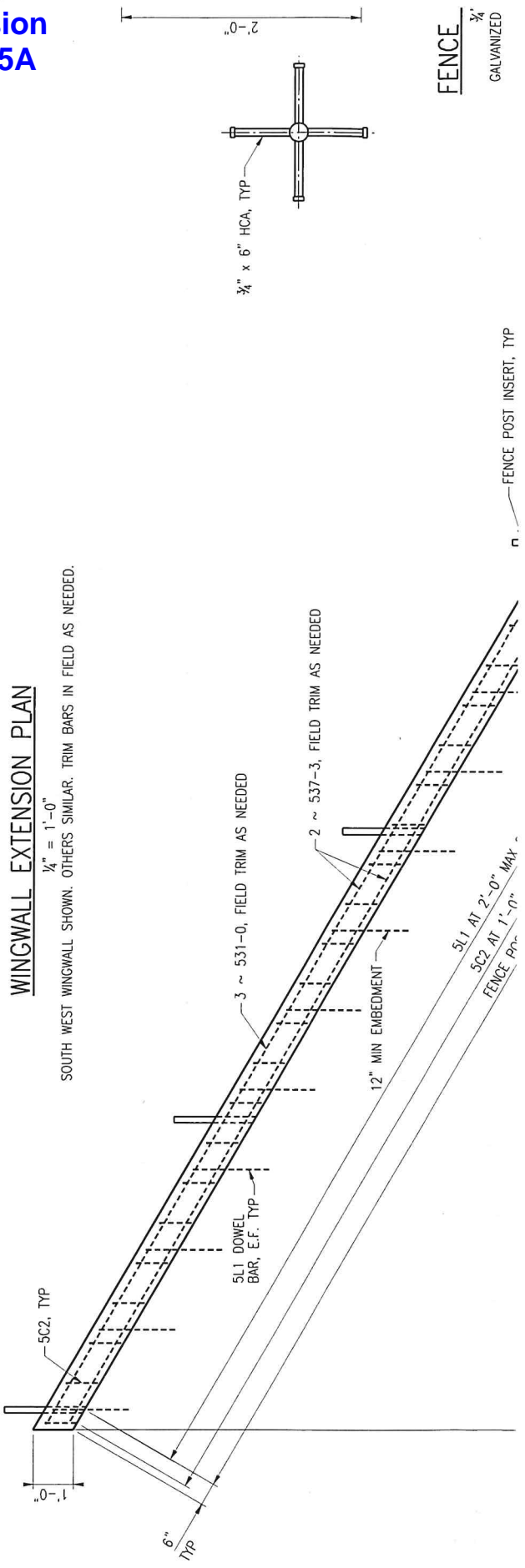
CURB EXTENSION ELEVATION

1/4" = 1'-0"



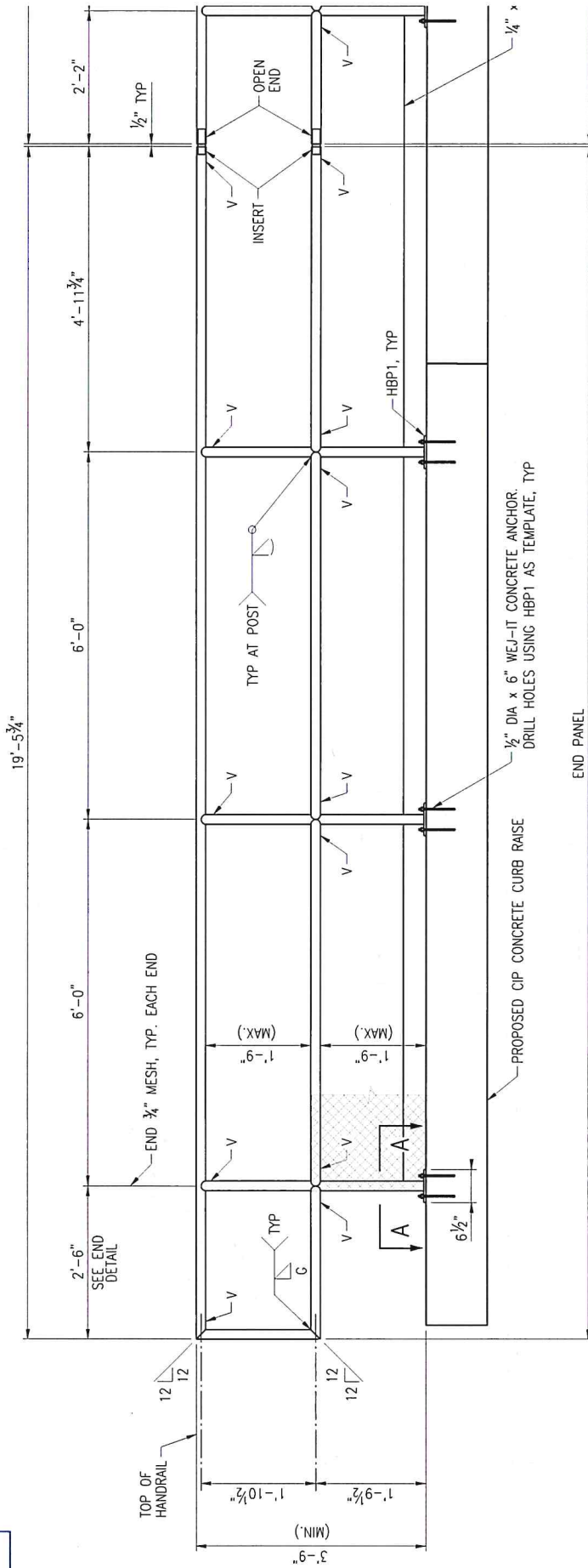
WINGWALL EXTENSION PLAN

SOUTH WEST WINGWALL SHOWN. OTHERS SIMILAR. TRIM BARS IN FIELD AS NEEDED.
1/4" = 1'-0"



FENCE
3/4"
GALVANIZED

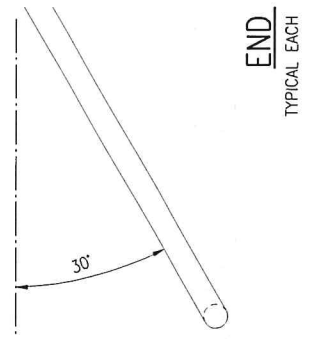
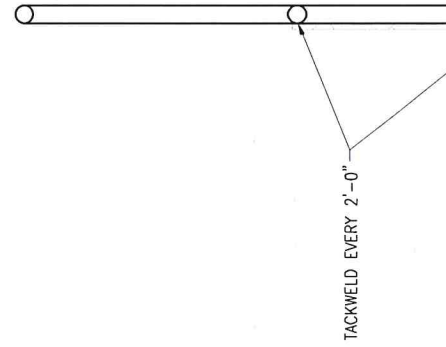
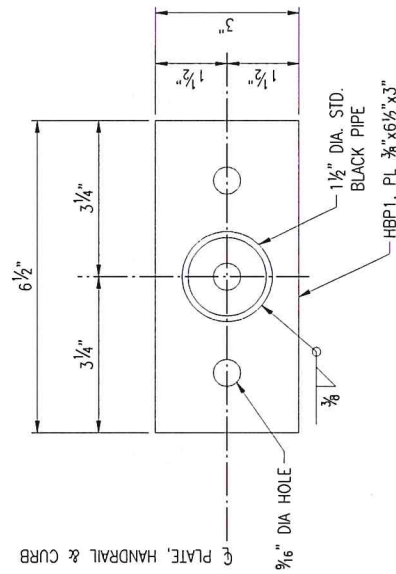
**EXHIBIT
A-1**



**Special Provision
Attachment 25A**

PIPE HANDRAIL LAYOUT

- 3/8" = 1'-0"
- TYPICAL BOTH SIDES OF BRIDGE.
- V=3/8" DRILLED VENT HOLE 1" FROM JOINT.
- 4 END PANELS REQUIRED, 2 EACH SIDE.
- 2 INTERIOR PANELS REQUIRED, 1 EACH SIDE.
- GALVANIZE AFTER FABRICATION.



ESTIMATE FOR GENERAL BRIDGE & BUILDING WORK**Description of Project****Bridge 113, Install Ballast Retainer****EXHIBIT "B"**

ACCOUNT 28 - MISC BUILDINGS & STRUCT.		OP=0 CAP=1	UNIT	NUMB UNITS	LABOR	MAT'L	OPER.	CAPITAL	TOTAL
4803	Safety Days	1	Crew Day	0.0	0	0	0	0	0
4803	Mobilize & Demobilize	1	Crew Day	0.0	0	0	0	0	0
4803	Prep existing concrete	1	Crew Day	2.0	2,911	0	0	2,911	2,911
4803	Form and Tie Rebar	1	Crew Day	3.0	4,366	0	0	4,366	4,366
4803	Pour Concrete	1	Crew Day	1.0	1,455	0	0	1,455	1,455
4803	Strip forms	1	Crew Day	1.0	1,455	0	0	1,455	1,455
4803	Install hand rail	1	ManDay	1.0	0	0	0	0	0
4803	Labor to Cleanup Project	1	Crew Day	1.0	1,455	0	0	1,455	1,455
4803	Other B&B Help	1	ManDay	0.0	0	0	0	0	0
4803	Work Train Crew	1	Crew Day	0	0	0	0	0	0
4803	Contingencies - Labor	1	PerCent	5.00%	582	0	0	582	582
	LABOR - TOTAL				12,225	0	0	12,225	12,225
4805	Overtime	1	PerCent	10.00%	1,223	0	0	1,223	1,223
4805	Overtime - Travel	1	CrewDay	0.0	0	0	0	0	0
	OVERTIME - TOTAL				1,223	0	0	1,223	1,223
4813	LABOR ADDITIVES -TOTAL	1	PerCent	70.00%	9,413	0	0	9,413	9,413
4820	B & B Inventory Materials	1	Lot	0	0	0	0	0	0
4820	Misc Materials	1	Item	0	0	0	0	0	0
	INVENTORY MATERIALS - TOTAL				0	0	0	0	0
4821	B & B Non-Inventory Materials	1	Lot	1	0	0	0	0	0
4821	Rebar	1	Item	1	0	2,000	0	2,000	2,000
4821	Expendables, Tie wire, bolts	1	Item	1	0	1,000	0	1,000	1,000
4821	Concrete	1	Yrd	6	0	900	0	900	900
4821	Handrail Pacific Steel	1	Item	1	0	7,250	0	7,250	7,250
4821	Misc Materials	1	Item	1	0	0	0	0	0
4821	Transportaion of Materials	1	Item	1	0	0	0	0	0
	NON-INVENTORY MATERIALS-TOTAL				0	11,150	0	11,150	11,150
5515	TAXES - MATERIALS - TOTAL	1	PerCent	0.00%	0	0	0	0	0
4923	Equipment Rental - Contract	1	Day	7	0	595	0	595	595
4923	Equipment Rental - Sanitary	1	Month	7	0	126	0	126	126
	EQUIPMENT RENTAL - TOTAL				0	721	0	721	721
1585	Equipment Useage - Company B&B	1	Day	9	0	1,170	0	1,170	1,170
1585	Locomotive Crane	1	MachDay	0	0	0	0	0	0
1585	Other Machine	1	MachDay	0	0	0	0	0	0
1585	Equipment Useage - Work Train	1	Day	0	0	0	0	0	0
	EQUIPMENT USEAGE - TOTAL				0	1,170	0	1,170	1,170
4841	Contract Engineering	1	Item	0	0	0	0	0	0
4841	Contr Cost Pump Truck	1	Item	1	0	1,600	0	1,600	1,600
4841	Contr Cost Miscellaneous	1	Item	0	0	0	0	0	0
4841	Contr Cost Miscellaneous	1	Item	0	0	0	0	0	0
4841	Contr Cost Miscellaneous	1	Item	0	0	0	0	0	0
4841	Contr Cost Miscellaneous	1	Item	0	0	0	0	0	0
	PURCHASED SERVICES - TOTAL				0	1,600	0	1,600	1,600
5221	Lodging & Meal Expense-B&B	1	CrewDay	9.0	5,209	0	0	5,209	5,209
5221	Lodging & Meal Expense-Other B&B	1	ManDay	0.0	0	0	0	0	0
5221	Lodging & Meal Expense-Oper	1	CrewDay	0	0	0	0	0	0
5221	Lodging & Meal Expense-Cranes	1	ManDay	0	0	0	0	0	0
	PER DIEM - TOTAL				5,209	0	0	5,209	5,209
	ACCOUNT 28 - TOTAL				28,070	14,641	0	42,711	42,711

Special Provision Attachment 25A

ACCOUNT 14 - RAIL AND OTHER TRACK MATERIAL

4803	Track Work	1	CrewDay	0	0	0	0	0	0
4803	Track Work	1	CrewDay	0	0	0	0	0	0
4803	Track Work	1	CrewDay	0	0	0	0	0	0
4803	Track Work	1	CrewDay	0	0	0	0	0	0
4803	Contingencies - Labor	1	PerCent	0.00%	0	0	0	0	0
	LABOR - TOTAL				0	0	0	0	0
4805	OVERTIME TOTAL	1	PerCent	0.00%	0	0	0	0	0
4813	LABOR ADDITIVES-TOTAL	1	PerCent	70.00%	0	0	0	0	0
4820	Track Inventory Materials	1	Lot	0	0	0	0	0	0
4820	Misc Materials	1	Item	0	0	0	0	0	0
4820	Misc Materials	1	Item	0	0	0	0	0	0
4820	Misc Materials	1	Item	0	0	0	0	0	0
4820	Contingencies - Material	1	PerCent	0.00%	0	0	0	0	0
	INVENTORY MATERIALS - TOTAL				0	0	0	0	0
4821	Track Non-Inventory Materials	1	Lot	0	0	0	0	0	0
4821	Misc Materials	1	Item	0	0	0	0	0	0
	NON-INVENTORY MATERIALS-TOTAL				0	0	0	0	0
5515	TAXES - MATERIALS	1	PerCent	0.00%	0	0	0	0	0
1585	Track Equipment Costs	1	DAY	0	0	0	0	0	0
	EQUIPMENT EXPENSES - TOTAL				0	0	0	0	0
5221	Lodging & Meal Exp-Track Crew	1	CrewDay	0	0	0	0	0	0
	LODGING & MEAL EXP - TOTAL				0	0	0	0	0
	TOTAL ACCOUNT 14				0	0	0	0	0

ACCOUNT 39 - DISMANTLING RETIRED PROPERTY

4803	Labor to Retire Old Property	0	CrewDay	0.0	0	0	0	0	0
4803	Labor - TOTAL				0	0	0	0	0
4803	Overtime - TOTAL	0	PerCent	10.00%	0	0	0	0	0
4813	Labor Additives - TOTAL	0	PerCent	70.00%	0	0	0	0	0
4841	Contract Cost to Cleanup Bridge Mat	0	Item	0	0	0	0	0	0
	Purchased Services - TOTAL				0	0	0	0	0
5221	Lodging & Meal Exp-Retire Old Propert	0	CrewDay	0.0	0	0	0	0	0
	Lodging & Meal Expense - TOTAL				0	0	0	0	0
	TOTAL ACCT 39 - NET SALVAGE				0	0	0	0	0
	COST TO RECOVER SALV				0	0	0	0	0
	NET SALVAGE & TOTAL ACCOUNT 39				0	0	0	0	0

GROSS COST OF PROJECT
NET COST OF PROJECT

28,070	14,641	0	42,711	42,711
28,070	14,641	0	42,711	42,711

SUMMARY OF ACCOUNTS

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>LABOR</u>	<u>MAT'L</u>	<u>OPER.</u>	<u>CAPITAL</u>	<u>TOTAL</u>
4803	LABOR	12,225	0	0	12,225	12,225
4805	OVERTIME	1,223	0	0	1,223	1,223
4813	LABOR ADDITIVES	9,413	0	0	9,413	9,413
4820	INVENTORY MATERIALS	0	0	0	0	0
4821	NON-INVENTORY MATERIAL	0	11,150	0	11,150	11,150
5515	TAXES - MATERIALS	0	0	0	0	0
4841	PURCHASED SERVICES	0	1,600	0	1,600	1,600
4923	LEASED EQUIPMENT	0	721	0	721	721
1585	EQUIPMENT EXPENSES	0	1,170	0	1,170	1,170
5221	PER DIEM EXPENSES	5,209	0	0	5,209	5,209
	TOTAL OF ALL ACCOUNTS	28,070	14,641	0	42,711	42,711

EXHIBIT "C"

**Requirements for Contractors, Public Employees, and Private Individuals
(Hereinafter Referred to as Contractor) When Working on the Railroad's
Right of Way**

(Note – these requirements **do not** apply to railroad workers and/or contractors or firms working for the Railroad. Any railroad worker, contractor, or firm doing work for the Railroad shall comply with the terms and conditions of their contract)

1.01 General

1.01.01 The Contractor shall plan, schedule, and conduct all work activities so as not to interfere with the movement of any trains on Railroad Property.

1.01.02 The Contractor's right to enter Railroad's Property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's Property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's Property, employees, and/or operations. Railroad has the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railroad; (ii) Contractor (or any of its subcontractors), in Railroad's opinion, prosecutes the Project work in a manner which is hazardous to Railroad property, facilities or the safe and expeditious movement of railroad traffic; (iii) any of the insurances required by Railroad are canceled during the course of the Project. The work stoppage continues until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railroad's Chief Engineer or his designee, or until additional insurance has been delivered to and accepted by Railroad. Any such work stoppage under this provision does not give rise to any liability on the part of Railroad. Railroad's right to stop the work is in addition to any other rights Railroad may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railroad desires to stop construction work on the Project, Railroad agrees to notify the following individual as soon as possible in writing:

Region 2 Park Manager
Department of Fish, Wildlife and
Parks
3201 Spurgin Road
Missoula, MT 59804
Phone: (406) 542-5517

It is understood that written notification by Railroad may be secondary to safeguarding Railway's employees, Property, and equipment in the event of a hazardous or unsafe situation.

1.01.03 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor shall be responsible for and indemnify

and save the Railroad harmless from all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railroad which arise out of Contractor's work.

1.01.04 For any demolition, false work above any tracks, or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, furnish the Railroad a pdf electronic file (with included working drawings to be legibly printable on 11"x17" paper) showing details of construction affecting Railroad Property and tracks. Ensure the working drawings include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and ensure each of the sets of plans includes complete structural calculations of any demolition, falsework, shoring, or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" (<http://www.bnsf.com/in-the-community/pdf/bnsf-up-shoringguide.pdf>) must be used for determining design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSFUPRR Guidelines for Temporary Shoring". For all demolition and false work plans, the current "BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan Over the BNSF Railroad" (<http://www.bnsf.com/in-the-community/pdf/bnsf-demolition-guideline.pdf>) Sections I, II, III, IV and Appendixes must be followed. Ensure all submittal drawings and calculations are sealed by a currently registered Professional Engineer licensed in the State of Montana. Ensure all calculations take into consideration railroad surcharge loading and are designed to meet American Railroad Engineering and Maintenance-of-Way Association (previously known as American Railroad Engineering Association)(AREMA) Coopers E-80 live loading standard. The Railroad will notify the City and Contractor of Railroad's comments, and Railroad will advise the City and Contractor at the time when the Railroad has no objections to submittals. Contractor may not begin work covered under submittals provided in accordance with this section until Railroad has provided, in writing, a statement of no objections. The Contractor will be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railroad's tracks. The Contractor is in no way to be relieved of responsibility for results obtained by the implementation of said plans. **Railroad has 30 calendar days to review each submittal and provide comments.**

1.01.05 Subject to the movement of the Railroad's trains, the Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor shall have no claim whatsoever for any type of damages in the event his work is delayed by the Railroad.

1.01.06 The Contractor shall take protective measures as are necessary to keep the Railroad's facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by the Railroad and the cost of

such repairs or replacement shall be paid for by the Contractor. Notify Railroad's Public Works Engineer as listed in this Section at least two weeks prior to the anticipated substantial completion of the Project to arrange for a site inspection at a mutually agreeable date and time for Railroad and Contractor.

Notify the Railroad's Director of Engineer in writing, by email at: jbieber@mtrail.com or by letter to: Director of Engineering Jim Bieber, Montana Rail Link, PO Box 16390, Missoula, MT 59808 and provide blasting plans to the Railroad for review and approval at least seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railroad's Property.

1.01.07 The Contractor shall abide by the following clearances during construction, maintenance or improvements.

Abide by the following temporary clearances during construction:

15'-0" Horizontally from center line of nearest track.

22'-6" Vertically above top of rail (temporary falsework clearance may be reduced to 21'-6" Subject to specific Railroad approval)

27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts

34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

Upon completion of the project, ensure the following clearances have been maintained:

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

1.01.08 The Contractor shall not move any equipment or materials across the Railroad's track unless at a public road crossing or at an approved temporary crossing and permission has been obtained from the Railroad.

1.01.09 Discharge, release or spill on Railroad Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited, and Contractor shall immediately notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of any discharge, release or spills. Contractor shall not allow Railroad Property to become a treatment or

storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.01.10 The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railroad's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause the Railroad's Property to be left in a condition acceptable to the Railroad's representative.

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

1.02.01 To initially commence flagging and/or to resume flagging after an extended period of non-use of flagging, give a minimum of thirty (30) calendar days notice to Railroad's Director of Engineering Jim Bieber, at jbieber@mtrail.com in advance of when flagging services are required in order to bulletin the Flagger position per Railroad's labor agreement requirements. If flagging services are scheduled in advance by the Contractor, and it is subsequently determined by the parties hereto that Flagger services are no longer necessary, provide a minimum of five (5) business days notice in writing to the Director of Engineering and Roadmaster per Section 1.01.06 to abolish the position per Railroad's labor agreements.

1.02.02 Once the Project has commenced, submit schedules of required flagging needs to Railway's local Roadmaster, local Assistant Roadmaster, and Director of Engineering and any persons designated by the CITY on a weekly basis. Submit schedules for the subsequent week's flagging needs. Submit schedules electronically by email to the addresses provided by the Railroad **not later than 1400 hours (2 pm) every Thursday**. The weekly schedule is needed for Railroad's work force utilization. Failure to submit a weekly flagging schedule may result in a Flagger not being assigned to the Project when needed by Contractor. Ensure the required flagging needs emails contains the following information each week: Dates of Schedule, Days of Week, Flagger Needed (Yes/No), Contractor Work Hours, Brief Work Description. An example of one day of such a schedule is as follows:

Date	Day	Flagger	Yes/No	Contractor	Hours	Work	Description	Jan 14	Mon	Flagger	Yes
0700-1730						Setting	forms				

1.02.03 Railroad Flagger and protective services and devices are required and furnished when Contractor's work activities are located over or under and within twenty-five (25) feet measured horizontally from center line of the nearest track or railroad structures and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.02.03a When in the opinion of the Railroad's Flagger, Roadmaster, or Public Works Engineer, it is necessary to safeguard Railroad's Property; employees; trains; engines; and facilities, or when other conditions warrant.

1.02.03b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's Flagger, Roadmaster, or Public Works Engineer, track or other Railroad facilities may be subject to movement or settlement.

1.02.03c When work in any way interferes with the safe operation of trains at timetable speeds.

1.02.03d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.02.03e Special permission must be obtained from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.02.04 Flagging services are performed by a qualified Railroad Flagger. The sole and exclusive function of the Flagger is to protect Railroad's operations from interference by, and adverse effects from, the Contractor's activities on Railroad Right of Way. Performance of this function includes, but is not limited to: (1) setting any required protective devices and making all necessary communications with Railroad's operating groups prior to Contractor's work start time, (2) a required Job Briefing with the Contractor's on-site crew boss each day prior to work commencement, (3) providing the Contractor with advance notice of approach of railroad owned and/or operated trains or other "on-track" equipment, and (4) removing required protective devices and making necessary communications with Railroad's operating groups after Contractor work has ceased. Upon notice of approach, Contractor employees must immediately cease work within 25 feet of tracks and/or place cranes which are in positions to foul tracks in the event of a tip over into safe configurations and move to the places designated in the morning Job Briefing. Railroad flagging personnel do not have the authority to modify or change the contract plan or specifications. **Obey any Flagger safety instructions immediately and without question. Failure to comply may result in Project shut down until the situation can be resolved to Railroad's sole satisfaction and/or additional consequences for the Contractor.** Direct questions or requests for modifications, changes, or interpretations of the contract plans and/or specifications, which require railroad approval, to the railroad's Public Works Engineer as listed in Section 1.01.06.

1.02.05 The cost of Flagger services provided by the Railroad will be borne by the CITY. The current base cost per hour for one (1) Flagger is \$50.50 which includes vacation allowance, paid holidays, Railroad and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging

and supervision for an eight (8)-hour basic day with time and one-half or double time for non-standard start work times, overtime, rest days and holidays. Per diem at the current rates may be charged if paid to Flagger by Railroad's labor agreements. In addition, there will be an estimated current \$30.00 per hour charge for vehicle rental, or mileage, from headquarters to set protective devices, while at Project site, remove protective devices, then return to headquarters. This rate is for the classification of Laborer 5+ Years and is shown solely for the Contractor's information, and there is no guarantee that this class of labor will actually be used or that the rates of pay shown in column will be those in effect at the time the work is undertaken. These rates are subject to any increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The flagging rates in effect at the time of performance by the Contractor hereinunder are used to calculate the actual costs of flagging pursuant to this Section 1.02.

1.02.05a A Flagger generally consists of one (1) employee. However, additional personnel may need to be assigned as a Flagging Crew at Railroad's sole discretion. Additional personnel including, but not limited to, Communications Technicians and/or Signalmen, used to protect communications and signal facilities, may be required to protect Railroad Property and operations, if deemed necessary by a Railroad Supervisor.

1.02.05b Each time a Flagger is called, the minimum period for billing is the eight (8)hour basic day, provided the Contractor has been working 8-hour days during the week. However, two exceptions may raise the minimum billing period: (1) if overtime, as provided for in Railroad's labor agreement, was performed on a day, the minimum billing period includes the overtime plus the minimum 8-hour day, and (2) if the typical work schedule for the Contractor has been 10-hour days, the minimum billing period is the 10-hour day, plus any overtime performed that day.

1.03 Contractor Safety Requirements

1.03.01 Work in the proximity of railroad track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. Ensure all work performed by Contractors within 25 feet of the centerline of any track(s) is in compliance with Federal Railroad Administration Roadway Worker Protection regulations.

1.03.02 Any Contractor employee, its subcontractor's employee, agents or invites under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railroad's Property and subsequently released to the custody of a representative of the Contractor. Future access to the Railroad's Property by that employee will be denied.

1.03.03 All persons are prohibited from having pocketknives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railroad Property.

1.03.04 All personnel protective equipment used on Railroad Property shall meet applicable OSHA and ANSI specifications. Contractor personnel protective equipment requirements are; a) safety glasses with side shields, b) hard hats, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

1.03.05 The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railroad track. At highway/rail at-grade crossings, materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor may establish a staging and/or storage area with concurrence of the Railroad's representative.

1.03.06 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railroad Property must be left inoperable and secured against movement.

1.03.07 Contractor must not create and leave any temporary or permanent conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

1.03.08 Contractor must immediately report any damage to Railroad's Property, or any hazard that is noticed on passing trains, to the Railroad Flagger if present at the project site or to Railroad's Emergency Hotline at 1-800-498-4838. Report any vehicle or machine which has or may have come in contact with a track, signal equipment, or structure and could result in a train derailment by the quickest means possible to the Railroad Flagger if present at the job site or to the Railroad's Emergency Hotline at 1-800498-4838.

1.04 Excavation

1.04.01 Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located within the project's work area. Excavating on Railroad Property could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **A minimum of three (3) business days before any excavation commences, the Contractor must contact the Railroad's Signal Supervisor Joe Samek at (406) 370-1916 and Roadmaster Dustin Hayes at (406) 370-6683 and advise them of the upcoming excavation and allow them to**

arrange for any signal and communications lines to be located by Railroad's personnel. If neither the Signal Supervisor nor the Roadmaster are reached, contact Railroad's main office at (406) 523-1440 and advise the Director of Engineering of the situation. Railroad is not a party to One-Call Locates. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.02 The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if unexpected obstructions are encountered. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.03 All excavations shall be conducted in compliance with applicable OSHA regulations, and regardless of depth, shall be shored where there is any danger to tracks, structures or personnel.

1.04.04 Any excavations, holes or trenches on Railroad Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, all areas must be secured and left in a condition that will ensure that Railroad employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.05 Hazardous Waste, Substances and Material Reporting

1.05.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to the railroad's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify the Railroad's Chief Dispatcher at 1-800-338-4750, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.06 Insurance Requirements

1.06.01 For projects involving construction or demolition on the Railroad's Property or Right of Way, the Contractor will provide proof of insurance which conforms to the current requirements of the Railroad. The current insurance requirements of the Railroad can be obtained from the Director of Engineering at (406) 523-1550. Unless specifically notified that Railroad Protective Insurance is not required, the Contractor should assume

Railroad Protective Insurance is a requirement of any work on Railroad Property or Right of Way.

1.07 Personal Injury Reporting

1.07.01 The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invites while on the Railroad's Property must be reported immediately (by phone mail if unable to contact in person) to the Railroad's representative in charge of the project. **The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railroad at 1(406) 523-1529** and a copy to the Railroad's Flagger, if present, no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

- 1. Accident City/St _____ 2. Date: _____ Time: _____
- County: _____ 3. Temperature: _____ 4. Weather _____
- 5. Social Security # _____
- 6. Name (last, first, mi) _____
- 7. Address: Street: _____ City: _____ St. _____ Zip: _____
- 8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
- 9. (a) Injury: _____ (b) Body Part: _____
[i.e. (a) Laceration (b) Hand]
- 11. Description of Accident (to include location, action, result, etc.): _____
- 12. Treatment:
 - G First Aid Only
 - G Required Medical Treatment
 - G Other Medical Treatment
- 13. Dr. Name _____ 30. Date: _____
- 14. Dr. Address:
 - Street: _____ City: _____ St: _____ Zip: _____
- 15. Hospital Name: _____
- 16. Hospital Address:
 - Street: _____ City: _____ St: _____ Zip: _____
- 17. Diagnosis: _____

FAX TO

**Special Provision
Attachment 25A**

**RAILROAD AT (406) 523-1529
AND COPY TO
RAILROAD FLAGGER (IF PRESENT)**



Agreement Holder Information:

Name of Agreement Holder:	Phone No:
Email Address:	Contact Name & Phone No:
Corporation (if any):	State in which incorporated:
Complete Business Address (if different from below):	
Complete Billing Address & Phone Number:	
If not a corporation, name(s) of owners or partners:	

Location Information (attach copy of Railroad right of way map with area requested outlined):

Name of the nearest city or town:	County:	State:
Distance and direction from nearest Railroad milepost:		
Quarter Section, Section, Township, Range:		
What will site be used for?		
Will use of the site involve use of any hazardous materials? Yes _____ No _____ If yes, please list materials:		
What buildings or structures are currently on site?		
Will any buildings or structures be placed on site? Yes _____ No _____ If yes, list buildings/structures to be placed on site, include the estimated cost and attach 2 sets of complete site plans.		
Will 3 rd party financing be involved? Yes _____ No _____ If yes, please include a letter from the financial institution giving the term of the loan you are requesting.		
Do you have any other property at/near this location under lease? Yes _____ No _____ If yes, Agreement No.(s):		
Do you own the land adjoining the area you are interested in leasing? Yes _____ No _____		
Do you need access across railroad tracks? Yes _____ No _____ If yes, have you received written permission from Railroad for access across its tracks? Yes _____ No _____ If yes, Agreement No.(s):		

For construction on site the following must be included with the application:

- A photograph of the site
- A copy of the site plan
- A copy of your business plan

Failure to provide all of the requested information will result in the automatic cancellation of this application.

Applicant's Signature: _____

Date: _____

Montana Fish, Wildlife & Parks

SPECIFICATIONS FOR WORK

TECHNICAL PROVISIONS

Incorporation of Montana Public Works Technical Specifications.

The Technical Specifications as found in Montana Public Works Standard Specifications (MPWSS), Seventh Edition, April 2021 and/or current Addendums or Revisions; are hereby incorporated by reference and made a part of this Contract:

Incorporation of Montana Fish, Wildlife & Parks Technical Specifications and Modifications to MPWSS Technical Specifications.

In addition to the MPWSS Technical Specifications are the following Montana Fish, Wildlife & Parks Technical Specifications (modifications to MPWSS Technical Specifications).

SECTION 01010 – Summary of Work

SECTION 01450 – Mobilization

SECTION 01010

SUMMARY OF WORK

Modified Section.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Owner and Contractor Responsibilities.
- B. Contractor use of site.
- C. Scope of Work.

1.2 OWNER AND CONTRACTOR RESPONSIBILITIES

- A. Owner's Responsibilities
 - 1. Responding to project questions.
 - 2. Final Acceptance and inspections.
 - 3. Submittal and material review.
- B. Contractor's Responsibilities
 - 1. Quality control of work.
 - 2. Completion of project as bid.
 - 3. Coordination with FWP Personnel.
 - 4. Compliance with Railroad requirements.

1.3 CONTRACTOR USE OF SITE

- A. Limit use of site to allow:
 - 1. Coordinate with FWP to limit public usage in work areas as necessary.

1.4 SCOPE OF WORK

- A. Project Objective: Improve safe access to Milltown State Park.
- B. Scope of Work:

Work includes the following but is not limited to the general description contained herein:

- 1. Mobilization
 - General: This bid item shall include the costs associated with mobilizing to the project site, insurance, bonding, permitting, and submittals and as described in Technical Provision Section 01450.
 - Work Included:
 - All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
Milltown State Park Access Improvements

- Transport and set up all equipment, materials, and other items needed to complete the project;
- All permits, coordination, and compliance inspections required for the work;
- Installation of all BMP's and BMP plans;
- Insurance and bonding;
- Prepare and provide submittals, construction schedule, and all other paperwork required by the contract documents prior to construction startup.
- Measurement: No measurement shall be taken for this item.
- Payment: Payment shall be by the price bid for the lump sum bid item listed "Mobilization" in the proposal according to the schedule shown in Section 01450.

2. Site Preparation

- General: This bid item shall include the cost to clear vegetation, relocate boulders, and grade within the proposed gravel lot perimeter as described in Special Provision Item 26.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Clearing and disposal of vegetation and debris from the surface of the proposed gravel lot.
 - Relocation of existing boulders to a suitable location on-site.
 - Perform site grading to achieve a smooth and uniform surface.
- Measurement: Measurement shall be taken per square yard (SY) of prepared site.
- Payment: Payment shall be by the price bid per square yard (SY) "Site Preparation" as listed in the proposal.

3. BMP Silt Fence and Post

- General: This bid item shall include the cost to place BMP Silt Fence and Post as described in Special Provision Item 26.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Install temporary silt fence and post along the east end of the existing gravel lot as a Best Management Practice.
- Measurement: Measurement shall be taken per lineal foot (LF) of installed silt fence and post.

- Payment: Payment shall be by the price bid per lineal foot (LF) “BMP Silt Fence and Post” as listed in the proposal.

4. Excavation and Borrow

- General: This bid item shall include the cost to excavate unsuitable material and replace with 3” Minus Crushed Sub Base Course as described in Special Provision Item 26.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Excavate existing unsuitable loose gravel material.
 - Remove excavated materials from the site and properly dispose or waste on-site if approved by the Project Representative.
 - Install 3” Minus Crushed Sub Base Course prior to placement of RAP surfacing.
- Measurement: Measurement shall be taken per cubic yard (CY) of installed 3” Minus Crushed Sub Base Course and as described in Special Provision item 26.
- Payment: Payment shall be by the price bid per cubic yard (CY) “Excavation and Borrow” as listed in the proposal.

5. Recycled Asphalt Pavement Surfacing

- General: This bid item shall include the cost to furnish and install Recycled Asphalt Pavement (RAP) Surfacing as described in Special Provision Item 28.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Source and furnish RAP materials from an acceptable source meeting maximum size requirement.
 - Spread the RAP uniformly and distribute evenly across the site.
 - Compaction roll the RAP to 95% maximum density achieving a minimum 4-inch surfacing thickness.
- Measurement: Measurement shall be taken per ton (TON) of installed RAP surfacing.
- Payment: Payment shall be by the price bid per ton (TON) “Recycled Asphalt Pavement Surfacing” as listed in the proposal.

6. Emulsified Asphalt Tack Coat

- General: This bid item shall include the cost to place Asphalt Tack Coat as described in Special Provision Item 28.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Furnish Emulsified Asphalt Grade SS-1h.
 - Distribute emulsified asphalt using appropriate equipment.
 - Apply asphalt emulsion at a rate of 0.2 gal per square yard to the surface of the compacted RAP.
- Measurement: Measurement shall be taken per gallon (GAL) of applied asphalt emulsion.
- Payment: Payment shall be by the price bid per gallon (GAL) “Emulsified Asphalt Tack Coat” as listed in the proposal.

7. 8' Concrete Wheel Stops

- General: This bid item shall include the cost to furnish and install 8-ft long precast concrete wheel stops according to the Contract drawings.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Furnish 8-ft concrete wheel stops and rebar pins. Concrete wheel stops shall be precast concrete per MPWSS 03310 Structural Concrete from an acceptable source.
 - Paint one 8-ft concrete wheel stop blue and install at the proposed ADA parking stall as indicated on the Contract drawings.
 - Install the 8-ft concrete wheel stops at the locations indicated in the Contract drawings.
 - Install rebar pins at each concrete wheel stop according to the Contract drawings.
- Measurement: Measurement shall be taken per 8-ft concrete wheel stop installed.
- Payment: Payment shall be by the price bid per “8' Concrete Wheel Stop” as listed in the proposal.

8. Signage

- General: This bid item shall include the cost to furnish and install one MUTCD Handicap Parking and Supplemental Van Accessible sign and post.
- Work Included:

- All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
- Furnish and install one MUTCD Handicap Parking and Supplemental Van Accessible sign according to the Contract drawings.
- Measurement: No measurement will be taken for this item.
- Payment: Payment shall be by the price bid for the lump sum bid item listed "Signage" in the proposal.

9. 6' Chain Link Fencing – Ground Mount

- General: This bid item shall include the cost to furnish and install 6-ft Chain Link Fencing which is not located on the wingwalls of MRL's Bridge 113 according to the Contract drawings and as described in Special Provision Item 27.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Furnish Type 1 Class C zinc-coated steel fence materials.
 - Install the 6-ft Chain Link Fence according to the Contract drawings.
 - Completion of fence per the requirements of Special Provision Item 27.
- Measurement: Measurement shall be taken per lineal foot (LF) of installed chain link fence.
- Payment: Payment shall be by the price bid per lineal foot (LF) "6' Chain Link Fence – Ground Mount" as listed in the proposal.

10.6' Chain Link Gate – 4'

- General: This bid item shall include the cost to furnish and install a 4-ft wide 6-ft Chain Link Gate according to the Contract drawings and as described in Special Provision Item 27.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Furnish Type 1 Class C zinc-coated steel fence materials.
 - Install the 4-ft wide 6-ft Chain Link Gate according to the Contract drawings.
 - Completion of gate per the requirements of Special Provision Item 27.
- Measurement: Measurement shall be taken per 4-ft wide 6-ft chain link gate installed.

- Payment: Payment shall be by the price bid per “ 6’ Chain Link Gate – 4’ ” as listed in the proposal.

11.6’ Chain Link Fence – Wingwall Mount

- General: This bid item shall include the cost to furnish and install 6-ft Chain Link Fencing located on the wingwalls of MRL’s Bridge 113 according to the Contract drawings and as described in Special Provision Item 27.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified.
 - Furnish Type 1 Class C zinc-coated steel fence materials.
 - Install the 6-ft Chain Link Fence according to the Contract drawings.
 - Completion of fence per the requirements of Special Provision Item 27.
- Measurement: Measurement shall be taken per lineal foot (LF) of installed chain link fence.
- Payment: Payment shall be by the price bid per lineal foot (LF) “6’ Chain Link Fence – Wingwall Mount” as listed in the proposal.

C. CONTRACTS:

All work shall be done under one general contract provided by the Montana Department of Fish Wildlife and Parks Design and Construction.

D. PROPOSAL:

Proposal shall include all costs to complete the work as described in the plans and specifications, utility locates, railroad permitting, required insurance costs, and 1% MDOR Contractor Gross Receipts Tax of 1%.

END OF SECTION 01010

SECTION 01450

MOBILIZATION

Added Section.

PART 1 GENERAL

1.5 DESCRIPTION

- A. This item shall consist of the preparatory work and operations necessary performed by the Contractor for the movement of personnel, equipment, supplies, and incidentals to and from the work site. The work includes those actions necessary for obtaining necessary permits required for mobilization including Railroad temporary occupancy permit; for the establishment of all offices and facilities necessary to work on the project; for premiums on contract bonds; for insurance for the contract including Railroad Protective Liability Insurance; and for other work on the various items on the project site. Mobilization costs for subcontracted work shall be considered included.
- B. Contractor's cost for administration, bonding, insurance, and site documents shall be included in mobilization and shall not be paid as a separate item.
- C. All equipment moved to the project sites shall be in good mechanical condition and free of fuel, oil, lubrication, or other fuel leaks. The Contractor shall immediately remove any equipment potentially or discharging environmentally damaging fluids.
- D. All equipment moved to the project sites shall be thoroughly cleaned before it is brought to the sites to prevent the introduction of weed seeds. Equipment removed from the sites may not be returned to the sites again until it is thoroughly cleaned again.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. There will be no direct measurement of this item.

4.2 PAYMENT

- A. Partial payments for mobilization/demobilization will be made based on the lump sum bid price as follows:
 - 25% of the amount bid for mobilization/demobilization when the Contractor has moved on-site and begun construction activities.
 - 50% of the amount bid for mobilization/demobilization when 25% of the contract amount (exclusive mobilization/demobilization) has been

completed.

- 75% of the amount bid for mobilization/demobilization when 50% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 100% of the amount bid for mobilization/demobilization when 75% of the contract amount (exclusive mobilization/demobilization) has been completed.

END OF SECTION 01450