

AGREEMENT
between the
STATE OF MONTANA NATURAL RESOURCE DAMAGE PROGRAM
and
THE CITY AND COUNTY OF BUTTE-SILVER BOW

This Agreement is made by and between the State of Montana through the Montana Natural Resource Damage Program ("NRDP"), and the City and County of Butte-Silver Bow ("BSB"), according to the following terms, covenants and conditions.

WHEREAS, the Butte Area One Final Restoration Plan, approved by the Governor on January 3, 2013, ("BAO Plan") calls for removal of mine wastes left in place along the floodplain of Upper Silver Bow Creek;

WHEREAS, NRDP and BSB (together the "Parties") acknowledge that it is in the best interest of the people of Butte and the State of Montana to address certain historic mine waste materials (and associated overburden) located on and under certain property owned by BSB;

WHEREAS, the BAO Plan noted the demolition, reconstruction, or relocation of the BSB Shops currently located on top of the waste area would need to be a component of the waste removal;

WHEREAS, a revised BAO Parrot Amendment for Parrot Tailings Waste Removal ("Parrot Amendment") was approved by the Governor on December 27, 2016; and

WHEREAS, as described in the BAO Plan and Parrot Amendment, BSB would need, and is agreeable to, relocate its Shops and operations to another location, and then allow access to its property for the removal of the specified mine wastes;

WHEREAS, BSB has identified, after a public process, a new site for its Shops, and is willing to relocate its Shops and operations from the present site to a parcel that is approximately 20 acres located in Butte, Montana that is immediately adjacent to and north of Beef Trail Road and West of Montana Street and the Mount Mariah Cemetery ("New BSB Shops Location");

WHEREAS, BSB would need funding from NRDP to relocate and replace, in like kind, cost, form and function, but including code-compliant updates, its Shops and operations, and agrees to prepare and submit a fixed timetable to complete these relocations that is agreeable to NRDP;

WHEREAS, NRDP is agreeable to reimbursing BSB for the costs of relocating and replacing its Shops based on an agreed-upon project scope, budget and schedule, from funds available to NRDP;

WHEREAS, the Parties accept and agree that the funds to be provided by NRDP are to be used for the BSB Shops relocation and replacement only. BSB agrees to provide NRDP with design documents and a transition plan upon which an agreed-upon project scope, budget, and

schedule can be based, and BSB will make every reasonable attempt to control and minimize its construction and relocation costs;

WHEREAS, BSB is willing to grant access to its property to the NRDP to perform its actions under the BAO Plan and Parrot Amendment;

WHEREAS, this MOU supersedes and replaces the December 22, 2016, BSB-NRDP Access Agreement; and

WHEREAS, the Parties agree that the BSB Shops' present site is owned and held by BSB, which title would not be affected by work undertaken by NRDP there and, at the end of removal work the possession of that site would revert back to BSB, and its ownership and title shall not be changed from what it is as of the date of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, it is mutually agreed as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this section.

“BSB” shall mean the City and County of Butte-Silver Bow.

“BSB Shops” shall mean the buildings, equipment, material, tools, personnel and operations of the BSB Public Works Department at 1700 Civic Center Road, and presently located on the Parrot Site.

“Day” shall mean a calendar day unless otherwise specified. Where the last day would fall on a Saturday, Sunday, or official State holiday, the act may be performed on the next business day.

“New BSB Shops Location” shall mean the new location for the BSB Shops and consists of a parcel that is approximately 20 acres located in Butte, Montana that is immediately adjacent to and north of Beef Trail Road and West of Montana Street and the Mount Mariah Cemetery.

“NRDP” shall mean the State of Montana Natural Resource Damage Program.

“Parrot Site” shall mean property owned by BSB, and the location of the Removal Project as depicted in the project map attached to this Agreement as Exhibit 1. The Parrot Site shall further be defined as the “Phase I Parrot Site” and “Phase II Parrot Site,” which are as depicted on Exhibit 1. The Parrot Site includes both removal areas and evapotranspiration cover system (“ET cover”) areas. The Parrot Site may also come to include portions of the ET Cover Property and Tailings Removal Area within the Parrot Site, not currently owned by BSB at the time of the Agreement, if the requirements of Section 25 are met.

“Relocation Project” shall mean the project to relocate and replace, in like kind, cost, form, and function, including code-compliant updates, the BSB Shops presently located at 1700

Civic Center Road, for purposes of allowing the Removal Project to be conducted at the Parrot Site. Further, the Relocation Project shall mean, without limitation, BSB vacating its present location at the Parrot Site and surrendering temporary possession of the Parrot Site to NRDP, the construction of equivalent buildings and facilities at the New BSB Shops Location, and the complete and permanent relocation of all of BSB's Shops equipment, material, tools, personnel and operations to the New BSB Shops Location.

"Relocation Specifications" shall mean the design, architectural and engineering documents setting forth the specific manner in which BSB and its contractors will move, relocate and re-build the BSB Shops, in like kind, cost, form, and function with the shops presently in existence, but including updates to reflect present day building, electrical, plumbing and health and safety codes, at the new location. BSB may also include within its specifications whether there is an ability to move any BSB Shops, such as the two newer bus barns, between the present location and the New BSB Shops Location. The Relocation Specifications shall further contain a transition plan specifying the schedule, sequence and timing of the Relocation Project and related activities, and an estimate of the costs necessary to implement the Relocation Project. The Relocation Specifications will be developed by providing a 30% Design Relocation Specifications and 90% Design Relocation Specifications to the NRDP for NRDP review and discussion, and subsequent drafts of the bid package documents, if needed. The Final Relocation Specifications Bid Package will consist of a document that is agreed upon by BSB and NRDP.

"Removal Project" shall mean implementation of the mine waste removal and capping construction project described generally in the BAO Plan and the Parrot Amendment, and any amendments or modifications thereto.

"Removal Specifications" shall mean the final design and engineering documents setting forth the specific manner in which NRDP and its contractors will excavate, remove, replace, cap, transport, and place mine wastes located at the Parrot Site, and reclaim the surface post removal. The Removal Specifications shall further contain a plan specifying the schedule, sequence, and timing of the Removal Project and related activities necessary to implement all phases of the removal project. The primary objectives of the Removal Specifications is for completion of the transportation and placement in a manner that protects public health, safety, and welfare, and the environment and maximizes efficiency, and for completion of the surface reclamation of the Parrot Site to complement reasonably anticipated future uses. NRDP will coordinate with BSB on the schedule, sequence, and timing of all phases of the Removal Project, and include BSB in the review of design documents and specifications. NRDP will work with BSB to incorporate or otherwise resolve all BSB comments. BSB and NRDP must agree in writing to any changes to the property end state that is depicted in Exhibit 2 (Narrative, PAL seed mix of 2015, Figures 7-3, 7-5, 10-1, and 10-2). Any changes must be agreed to in writing prior to NRDP putting the Removal Project or a phase of the Removal Project out for bid.

"State" shall mean the State of Montana and its agencies, instrumentalities, and employees.

2. **Purpose.** The purposes of this Agreement are to: (i) establish mutually agreeable terms, conditions, and requirements for NRDP to provide funds to BSB for reimbursement of certain

costs incurred for the planning, design, construction, and completion of the Relocation Project; and (ii) to establish the terms and conditions under which BSB shall grant NRDP access to and exclusive possession of the Parrot Site for the purposes and for the duration of the Removal Project.

3. **Term.** The term of this Agreement shall be for: (i) four (4) years from the Effective Date of this Agreement, or the time needed to complete the Removal Project and the Relocation Project in accordance with an agreed-upon project plan, schedule, budget, transition plan, and operation and maintenance plan for the ET Cover Property, whichever is sooner; or (ii) until July 1, 2018, if the Parties cannot agree on the Relocation Specifications pursuant to Subsection 5.e., below. The Parties may agree in writing to an extension of any of the above dates for good cause. This Agreement is a contract for a term of more than one year, within the meaning of Mont. Code Ann. § 28-2-903. No promises or representations have been made concerning renewal of this contract, and neither party has agreed to any continued contractual relationship beyond the term of this contract. However, it is the Parties' intention that this contract may serve as the format for future contracts, if any, between the NRDP and BSB regarding this project. Such contracts, if any, will be negotiated separately.
4. **NRDP's Funding Role.** The NRDP is administering restoration funds provided by the Governor to ensure that the funds are used according to the intent of the Governor and the purposes, objectives, and procedures of the BAO Plan and Parrot Amendment. The NRDP will monitor project expenditures to assure reimbursement eligibility. Except as specifically provided by this Agreement, the NRDP assumes no responsibility for BSB's obligation to perform the tasks and activities necessary to implement and complete the Relocation Project. All requests for information and assistance shall be submitted to the NRDP liaison/designee stated in Section 20.
5. **Stages of Work.** The Shop Relocation Project, and NRDP's funding for the same, shall be divided into two stages.

Stage 1: Stage 1 of this Agreement shall consist of the following tasks and deliverables:

- a. Within 60 days of the Effective Date of this Agreement, BSB shall provide to NRDP an architectural, engineering and design proposal (including a budget, schedule, and scope of work) ("Design Proposal") to accomplish the tasks outlined in Subsection 5.e, below. BSB and NRDP shall immediately commence discussions toward reaching agreement regarding the Design Proposal so that NRDP can timely provide approval for BSB to begin work on the 30% Design Relocation Specifications.
- b. Upon written NRDP approval to begin work on the 30% Design Relocation Specifications, BSB shall proceed with the tasks and activities outlined in the Design Proposal and prepare the 30% Design Relocation Specifications as set forth in Subsection 5.e below, and NRDP shall make disbursement to BSB for the same as provided in Section 11, below.
- c. Within 30 days of NRDP's written request, but no sooner than 30 days from NRDP's written approval to begin work on the 30% Design Relocation Specifications, BSB shall

vacate and tender possession to NRDP of the Phase I Parrot Site. BSB will also provide access to the entire Parrot Site. If and to the extent the project is terminated after beginning work on Phase I, but before beginning Phase II, the Phase I area will be graded so that it complements surrounding topography and anticipated future uses of the land. The vacation and tender of possession shall be done in accordance with the specifications set forth in Section 8, below.

- d. Within 60 days of NRDP's written approval set forth in Subsection 5.b, above, BSB shall present to NRDP the 30% Design Relocation Specifications. NRDP shall make reimbursement to BSB for costs incurred to prepare the same as provided in Section 11, below.
- e. Design and Bid Package Preparation:
 - 1. Upon receipt of the 30% Design Relocation Specifications specified in Subsection 5.d, above, NRDP will review and provide comments to BSB.
 - 2. Within 90 days of NRDP approval of the 30% Design Relocation Specifications, BSB shall prepare and submit to NRDP a 90% Design Relocation Specifications. The 90% Design Relocation Specifications will include, but not be limited to, an Engineer's Estimate of Costs and the Relocation Specification plans. The parties will endeavor to reach agreement on the Final Relocation Specifications Bid Package by September 1, 2018.
 - 3. NRDP will endeavor to review each document within seven days, if possible. NRDP shall retain the right, in its reasonable discretion, to disapprove, in whole or in part, any portion of the Relocation Specifications, based solely on considerations of cost, schedule, scope, and "like kind, cost, form and function." All NRDP "approvals" in this Section 5 will be based solely on considerations of cost, schedule, scope, and "like kind, cost, form and function." For clarity, NRDP shall not be liable or responsible for the engineering, architectural and technical specifications pertaining to the Relocation Specifications.
- f. At the time the Final Relocation Specifications Bid Package specified in Subsection 5.e. is agreed upon, NRDP will provide written approval to BSB to proceed with the Relocation Project, as described in Subsection 5.g., below.

Stage 2: Stage 2 of this Agreement shall consist of the following:

- g. Within forty-five (45) days of a written notice from NRDP to proceed under Subsection 5.f., above, BSB shall award one or more contracts for the completion of the Relocation Project in compliance with state and local procurement requirements. The Relocation Project shall be completed on the schedule, in the manner, and for the amounts set forth in the agreed-upon Relocation Specifications pursuant to Subsection 5.e.
- h. As set forth in the agreed-upon schedule between NRDP and BSB referenced in Subsection 5.e, above, BSB shall vacate and tender possession to NRDP of the Phase II Parrot Site. The vacation and tender of possession shall be done in accordance with the specifications set forth in Section 8, below.

6. **Included Costs.** Previously reimbursed costs and costs addressed under other agreements between BSB and NRDP are not part of the scope of this Agreement. Previously reimbursed costs include, but are not limited to, the \$125,000 that NRDP paid to BSB for the relocation/replacement of one baseball field currently on the Phase I Parrot Site. BSB shall keep detailed cost information to ensure that all costs that have already been reimbursed to BSB are not submitted to NRDP as costs under this Agreement. Toward that objective, BSB shall include separate detailed cost information for the following items, which subject to Section 7, below, shall be considered Included Costs subject to reimbursement under this Agreement: (a) the costs of preparing the New BSB Shops Location for construction of the BSB Shops, including, but not limited to, site grading and installation of utilities; (b) the costs of transporting any necessary fill material to prepare the New BSB Shops Location for construction of the BSB Shops; (c) subject to 7, below, the reasonable costs of BSB third-party time associated with vacating the Parrot Site and moving infrastructure and utilities to the New BSB Shops Location; (d) the costs of all required architectural and engineering services; (e) all costs associated with constructing BSB Shops replacement at the New BSB Shops Location based on the final Relocation Specifications agreed upon in accordance with Subsection 5.f, above; and (f) a one-time payment of \$76,400 to compensate BSB for BSB staff and employee time and benefit costs associated with the Relocation Project. The funds under this subsection (f) may be used as BSB sees fit. The payment in Subsection (f) shall be made in a lump sum, as outlined in Subsection 11.a. In addition, if and to the extent that BSB sells any portion of the Parrot Site after the Removal Project is complete, then all of the proceeds from any such sale up to a maximum of \$250,000 shall be spent by BSB on restoration activities consistent with the *Final Butte Area One Restoration Plan* (2013), as amended by the *Butte Area One Restoration Plan Amendment Parrot Tailings Waste Removal* (2016) in Butte Area One, with the concurrence of NRDP, which concurrence shall not be unreasonably withheld. BSB shall notify NRDP prior to any transaction. These requirements shall survive the expiration of this Agreement.
7. **Excluded Costs.** The following items and substantial costs shall not be included, and will not be reimbursed by NRDP: (a) the cost of BSB staff and employee time and benefits associated with the Removal Project and the Relocation Project other than the \$76,400.00 identified in Section 6; (b) any amounts for the loss of use of any or all of the Parrot Site for the duration of the Removal Project; (c) the cost of any necessary fill material that is already owned by BSB and available for use to prepare the New BSB Shops Location, although the costs of transporting fill material are an Included Cost, as outlined in Subsection 6(b), above; and (d) any engineering services not specifically identified in the Request for Proposal for County Maintenance Center Relocation Design and Construction, which closed February 24, 2016. The Parties stipulate that BSB and the general public will be granted reasonable access to the current BSB Shops complex during at least Phase I of the Removal Project and that BSB will be provided sufficient advance notice of the Removal Project to allow BSB to accommodate the Removal Project schedule into the BSB and Civic Center schedules. Further, BSB will not charge any fees for disposal of Parrot Site debris or building demolition materials, any hydrocarbon contaminated soils, and municipal solid waste brought to the BSB landfill by NRDP's contractor(s). Mine wastes, tailings, and overburden will not be brought to the BSB landfill by NRDP's contractor(s). In addition, the value of salvage or recycling of materials or structures after vacation by BSB will be applied by NRDP to the Removal Project. The

responsibility for selling the salvaged materials will be borne by NRDP or its contractor(s). All of these Excluded Costs shall be recognized and considered part of BSB's contribution to the Removal Project and Relocation Project.

8. **Vacation of Parrot Site.** Vacation of all portions of the Parrot Site owned by BSB shall be done in a manner consistent with this section and the Relocation Specifications. The Parties further stipulate that: (a) reasonable accommodation will be made to allow BSB access to Civic Center Road for Civic Center operations and the use of the Phase II Parrot Site during the implementation of the Phase I Removal Project; and (b) all costs to perform the activities in this section shall be Included Costs, as defined in Section 6.
 - a. Except as specified in this subsection, all construction materials, all sand, gravel, asphalt and similar materials, all vehicles and vehicle parts, storage tanks, office furniture and equipment, tools, lifts, hoists, and all other material owned, possessed or used by BSB, other than the buildings, must be removed from the Parrot Site before it is turned over to NRDP. Notwithstanding, and without limiting the foregoing, BSB shall not be responsible to discover, remove, and if necessary remediate, any petroleum contamination and petroleum tanks from the Parrot Site. For clarity, the Parties agree that BSB shall declare in the Relocation Specifications which, if any, buildings or portions of buildings will be moved and used at the new location, and then any of the actual buildings on the Phase II Parrot Site left by BSB after that site is handed over to NRDP will be demolished/salvaged by NRDP. At the time that Phase II Site is tendered to NRDP, the buildings shall have all materials removed that BSB requires to salvage and any items remaining shall be demolished along with the structures. It is further and specifically understood and agreed that any of BSB's salvage or recycling of materials on the Phase II Parrot Site must be accomplished by BSB before the Phase II Parrot Site is turned over to NRDP; once the Phase II Parrot Site is turned over, BSB may not delay the removal operations or re-enter the Parrot Site to conduct any further salvage or recycling.
 - b. **Utilities.** In accordance with the Removal Specifications, NRDP shall be responsible to cut, cap, disconnect, terminate, reroute or relocate all utilities on the Parrot Site. To facilitate this activity, BSB shall be responsible to terminate service and notify its utility service provider(s) of the need to terminate service on or before the date each part of the Parrot Site is handed over to NRDP.
 - c. **Water.** The parties agree that NRDP will have access to water, at no cost, for dust control purposes at a location to be mutually agreed to between NRDP and BSB.
9. **Civic Center Road.** The closure, removal and reconstruction of Civic Center Road shall be as set forth in the Removal Specifications.
10. **Property End-State.** Post-removal grading, paving, and revegetation design of the Parrot Site will be completed in a manner that both protects nearby CERCLA remedy features and complements surrounding topography and anticipated future uses of the land. NRDP will coordinate with BSB on the final property end state. NRDP's evaluation of the final property end state will be based solely on considerations of cost, schedule, scope, and "like kind, cost, form and function," and agreed-upon design criteria as shown on attached figures and exhibits

noted below. The final property end state, as of the Effective Date of this Agreement, is shown on attached Exhibit 2 (Narrative, PAL seed mix of 2015, Figures 7-3, 7-5, 10-1, and 10-2). As Removal Specifications for each phase of the Removal Project are finalized, the parties shall agree in writing to any changes to the final property end state as described and shown on Exhibit 2.

11. Disbursements. BSB shall submit claims on a monthly basis to NRDP. Receipts, vendor invoices, inspection certificates, and other documentation of costs incurred or that will be incurred pursuant to Subsection 11.b. shall be kept with BSB and provided to NRDP upon request. The NRDP will verify the claims and check them against the Reports required in Section 12 and the budgets agreed upon in Section 5. The NRDP will disburse funds to BSB upon approval. Reimbursement of BSB expenditures will only be made for project-specific expenses included in the budget provided in Section 5 that are clearly and accurately supported by BSB's records. BSB may not exceed the budget in the Final Relocation Specifications without prior written approval from NRDP. Travel rates may not exceed current state employee rates for meals, lodging, and mileage. In addition, BSB will be required to retain five percent (5%) of its payments to all construction contractors for the Relocation Project under this Agreement until all the tasks outlined and the Final Report required by Section 12 are completed, and a release of the retainage is approved by the NRDP, at which time NRDP will reimburse the retainage amount to BSB and BSB will pay the retainage amount to the respective contractors. No retainage will be withheld for professional services (e.g., engineers and architects fees) rendered for the Relocation Project under the Agreement, and NRDP will reimburse BSB 100% to pay professional services costs. Disbursements by NRDP to BSB under this Agreement shall be made as follows:

- a. Within ten (10) working days of NRDP's agreement with BSB's Design Proposal, as provided in Subsection 5.a, above, NRDP shall disburse to BSB the amount of \$76,400 for the purposes set forth in Section 6.
- b. NRDP shall reimburse BSB as follows:
 - i. BSB will provide NRDP written invoices and accompanying progress and accounting reports detailing the work that was completed in the prior month. So long as BSB's reimbursement requests comply with this subsection and the NRDP-approved Design Proposal and Final Relocation Specifications Bid Package, as applicable, NRDP will endeavor to make payment in as short of a time frame as possible, and NRDP shall make payment no later than thirty (30) days of its actual receipt of the same. Solely for the purposes of this Agreement, BSB does not need to provide NRDP with proof of payment to its contractor prior to providing the invoices and any necessary supporting documentation to NRDP for payment; however BSB will provide its proof of payment to NRDP when BSB submits the following month's invoices.
 - ii. Within thirty (30) days of the date BSB certifies to NRDP in writing that it has completed the Relocation Project, including moving its equipment, material, operations, personnel and equipment to the New BSB Shops Location, and surrendered possession of Phase II Parrot Site to NRDP, NRDP shall release and pay the 5% retainage to BSB for release and payment to respective construction contractors.

12. Reports; Records and Audits. BSB shall submit monthly progress reports to the NRDP during the term of this Agreement, and the Parties stipulate that the consultant's cost to prepare these reports shall be eligible as Included Costs per Section 6 of this Agreement. Reports will provide status information for each objective. Status information shall include, at a minimum, tasks completed in the reporting period and anticipated tasks to be completed during the next reporting cycle, and projected completion date. Significant problems encountered by BSB shall be noted, and BSB will identify the steps that will be taken to resolve those problems so that the project schedule in the Final Relocation Specifications Bid Package will not be impacted. A Final Report that details the project status, results, and outcomes shall be submitted to the NRDP for approval within sixty (60) days of Relocation Project completion. Final disbursement of funds is contingent upon NRDP receipt and approval of the Final Report. BSB agrees to maintain records of the activities, including financial records, covered by this Agreement for a period of three (3) years after the final disbursement of funds from NRDP, and to allow access to them by NRDP and the Legislative Auditor as may be desired for legislative audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Mont. Code Ann. § 5-13-304. Notwithstanding the provisions of Section 21, this Agreement may be terminated upon any refusal of BSB to allow access to records referred to above. The NRDP may, at any reasonable time, audit all records, reports, and other documents that BSB maintains under or in the course of this Agreement to ensure compliance with its terms and conditions.

13. Project Oversight and Access to New Shops Location for Inspection. The NRDP or its agents may inspect all phases and aspects of BSB's performance to determine compliance with the requirements of this Agreement, including the adequacy of records and accounts and generally whether BSB is conducting the Relocation Project. The NRDP may present specific areas of concern to BSB providing BSB the opportunity to better accomplish the goals and objectives of this Agreement and its conditions. NRDP is not responsible for ensuring the safety of BSB's employees, contractors, and agents. BSB is not responsible for ensuring the safety of NRDP's employees, contractors, and agents.

14. State Access to the Parrot Site. On the terms and conditions set forth in this Agreement, BSB hereby grants to the State including NRDP and its contractors, the right to enter upon and exclusively possess the Parrot Site in order to conduct all activities necessary to implement the Removal Specifications. During the time of the Removal Project, NRDP shall be responsible for adequately fencing and patrolling the Parrot Site construction areas that are within NRDP control, and shall have the responsibility to ensure that the Parrot Site construction areas are maintained in a prudent and safe condition, and during the time NRDP has possession and control BSB shall have no right to possess, fence, patrol, use, cross, or the like, on the portion of the Parrot Site once tendered to NRDP until the date identified by NRDP in writing, as provided in this section. NRDP may grant BSB access during this time frame, as appropriate; any NRDP grant of access will be documented in writing. BSB agrees to execute such consents and take such other actions as may be necessary to effectuate this grant of access and right of exclusive use, with the exception that BSB shall be allowed to access the Site for maintenance of the utility lines that traverse the property if such access can be done safely and is coordinated with NRDP's contractor(s). At the time NRDP determines that a portion or all of the Removal Project is complete and NRDP is ready to return the Parrot Site (or a portion of it) back to BSB,

NRDP shall provide BSB with thirty (30) days advance written notice of the time at which NRDP will be off that portion of the Parrot Site and BSB may retake possession thereof. At the time that portion of the Parrot Site is returned to BSB, it shall be in the condition specified in the final property end state plan as required in the Removal Specifications, except that the haul road may temporarily remain after construction upon agreement of the Parties, with related access. After the expiration of the thirty-day notice period, NRDP shall have no further right of use and shall have no further responsibility to fence, patrol, or otherwise take actions on that portion of the Parrot Site. Nothing in this section shall be construed so as to limit or prohibit the use of Civic Center Road, from Harrison Avenue to Texas Avenue during Phase I and the present County Shops site, for as long as the present County Shops site is operational. Non-exclusive State access to the Parrot Site for operation, monitoring, and maintenance will survive termination of this Agreement.

15. State Insurance for Removal Project. If NRDP is relying on any contracted services to perform the Removal Project, NRDP shall ensure the requirements set forth in this section are met by the NRDP's contractor and/or subcontractors, as appropriate. All required documentation must be kept by NRDP and must be made available to BSB upon request:

- a. Contractor Insurance.** Contractor shall procure and maintain for the duration of its contract with the NRDP insurance against claims for injuries to persons or damages to property which may arise from or in connection with excavation, transport and placement of Parrot Materials by the Contractor, its agents, representatives, employees, or subcontractors. Contractor coverage shall be at least as broad as:
 - i.** Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits no less than **\$2,000,000** per occurrence and **\$4,000,000** in the aggregate.
 - ii.** Automobile Liability: Automobile insurance (including owned, non-owned, and hired vehicles) with a combined single limit for bodily injury, death, and property damage of not less than **\$2,000,000** per occurrence.
 - iii.** Contractor's Liability insurance under 16.a.i and 16.a.ii. may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.
- b. Workers' Compensation** insurance as required by the State of Montana, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- c. Contractors' Pollution Legal Liability** with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate. Policy shall be endorsed to include Transportation Pollution Liability coverage at the same limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- d. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by NRDP. At the option of NRDP, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the State, BSB, and their officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- e. Other Insurance Provisions.** The insurance policies specified above are to contain, or be endorsed to contain, the following provisions:
- i.** The State and BSB, and their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and Automobile policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability additional insured shall be provided in the form of an endorsement to the Contractor's insurance per forms CG2010 04/13 and CG2037 04/13 or their equivalent.
 - ii.** Each insurance policy required by this clause (other than Workers Compensation) shall provide that coverage shall not be canceled, except with notice to the State and BSB.
 - iii.** Each insurance policy required by this clause shall include separation of insured language.
 - iv.** Each insurance policy required by this clause (other than Workers Compensation) shall provide that the Contractor's insurance is primary and any insurance or self-insurance maintained by the State or BSB, is considered excess and noncontributory with respect to any and all claims and demands made against the State or BSB.
 - v.** Shall provide that the Contractor agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor shall agree to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State and BSB for all work performed by the Contractor, its employees, agents and subcontractors.
- f. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A, unless otherwise acceptable to the State in consultation with BSB.
- g. Verification of Coverage.** The Contractor shall furnish the State and BSB with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the State and BSB before work commences. The certificate must indicate its coverage of Contractor's presence on BSB's property, and must indicate

that it is maintained for the duration of Contractor's access on BSB's Property. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- h. Subcontractors.** The Contractor shall require and verify that all subcontractors conducting activities on BSB's Property either separately maintain insurance meeting all the requirements stated herein, or are covered under Contractor's policies; and if the former Contractor shall ensure that the subcontractor meets all of the requirements of this section.
- i. Contractor Indemnification.** To the greatest extent allowed by law, the State will require, as part of its contract(s) with its contractor(s), that the Contractor will indemnify and save harmless the State and BSB, and their members, managers, partners, officers, agents and employees against and from any and all actions, losses, damages, expense, suits, claims demands or liability of any character whatsoever, including attorney's fees and costs, including but not limited to those brought or asserted from injuries to, or death of, any person or persons, or damages to property, arising out of or in any way related to Contractor's presence on BSB's Property.

16. BSB Insurance for Relocation Project. If BSB is relying on any contracted services to fulfill the requirements of this Agreement, BSB shall ensure the requirements set forth in this section are met by BSB's contractor and/or subcontractors. All required documentation must be kept by BSB and must be made available to NRDP upon request.

- a. Specific Requirements for Commercial General Liability:** BSB or its Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of BSB or its agents, employees, or contractors or their officers, agents, representatives, assigns or subcontractors.
- b. Additional Insured Status:** In BSB's insurance policies that cover this project, the State, its officers, officials, employees, and volunteers are to be covered as additional insured for liability arising out of activities performed by or on behalf of BSB, including the insured's general supervision of BSB's contractor; products and completed operations; premises owned, leased, occupied, or used.
- c. Certificate of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the contract number. This insurance must be maintained for the duration of the contract. The NRDP, P.O. Box 201425, Helena, MT 59620-1425, must receive all required certificates and endorsements within 10 days from the date of the execution of the contract with BSB. Work may not commence until an insurance contract is in place. The Contractor must notify the NRDP immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The NRDP reserves the right to require complete copies of insurance policies at all times.

- 17. Employment Status and Worker's Compensation.** The NRDP is not an owner or general contractor for the Relocation Project, and does not control the work activities or work-site of BSB or any contractors that might be engaged for completion of the Relocation Project. NRDP is independent from and is not an employee, officer or agent of BSB by virtue of this agreement. BSB is independent from and is not an employee, officer or agent of the State of Montana or NRDP by virtue of this Agreement. BSB, its employees, and contractors are not covered by the Workers' Compensation coverage of the State of Montana or NRDP as an employer by virtue of this Agreement. BSB is responsible for ensuring that its employees and the employees of its contractors and all subcontractors are covered by Workers' Compensation Insurance, or have an Independent Contractors Exemption covering BSB and its employees and the employees of its contractors and all subcontractors for the entire Agreement period.
- 18. Compliance with Applicable Laws.** All work funded in whole or in part by this Agreement must be in accordance with all federal, state and local laws, statutes, rules, and ordinances, including, but not limited, to the extent they are applicable, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and the National Historic Preservation Act. Any subcontracting by BSB must subject subcontractors to the same provisions. In accordance with state law, and/or policy and/or rule, the BSB agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract. As used herein, "qualifications" mean qualifications as are generally related to competent performance of the particular occupational task. It shall be BSB's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. This Agreement should not be taken to imply that any permits or authorizations issued by the State will be approved.
- 19. Bidding and Construction.** BSB will follow those applicable parts of the Montana Procurement Act, Title 18, Montana Code Annotated, for any contract it issues related to the Relocation Project.
- 20. Notices.** All notices, demands, or other writings in this Agreement provided to be given or sent by either party thereto to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

BUTTE-SILVER BOW
David Schultz
Public Works Department
126 West Granite Street
Butte, Montana 59701
AND

Jon Sesso
Superfund Coordinator
155 W. Granite Street
Butte, MT 59701

MONTANA NATURAL RESOURCE DAMAGE PROGRAM

Pat Cunneen
65 East Broadway
Butte, MT 59701

AND

Jim Ford
1720 9th Avenue
P.O. Box 201425
Helena, Montana 59620-1425

- 21. Failure to Comply and Termination.** If BSB fails to comply with the terms and conditions of this Agreement, or reasonable requests received from the NRDP, or BSB's performance under this Agreement fails to conform to the specifications herein, upon seven days' notice to BSB, the NRDP may terminate the Agreement and refuse disbursement of any additional funds under the Agreement. NRDP will reimburse all eligible costs incurred to that date.

If the NRDP fails to comply with the terms and conditions of this Agreement, or reasonable requests from BSB, or NRDP's performance under this Agreement fails to conform to the specifications herein, BSB may, upon seven days notification to the NRDP, cease all Relocation Project activities and NRDP shall reimburse BSB for all costs incurred to that point in a timely manner. Any additional costs incurred as a result of the cessation of activities, and their recommencement, shall be the responsibility of the NRDP.

Termination of this Agreement may occur prior to completion of the Removal Project and the Relocation Project pursuant to this section or Section 3. In the event of such termination, BSB must provide NRDP with a copy of the records required to be maintained by Sections 12 and 13 within 60 days of termination.

In the event that the Agreement is terminated, NRDP and BSB will have 180 days to complete their respective work.

- 22. Assignment and Amendment.** This Agreement is not assignable. BSB shall not assign, transfer or subcontract any portion of this agreement without the express written consent of the NRDP. No alteration of the terms, conditions, covenants, or other provisions or specifications of this contract shall be granted without prior written consent of the NRDP. Amendments will be attached as an integral component of the Agreement. Any addenda or amendments to this Agreement, including but not limited to any extension of its initial term, shall be valid only if in writing and signed by the parties.

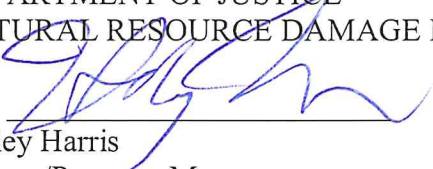
- 23. No Joint Venture or Partnership.** It is understood and agreed that the relationship of the parties hereto shall not be construed as a joint venture or partnership. NRDP is not and shall

not be deemed to be an agent or representative of BSB, and BSB is not and shall not be deemed to be an agent or representative of NRDP.

24. **Montana Law and Venue.** Any action or judicial proceeding by or on behalf of either party for enforcement of the terms of this Agreement shall be instituted in the courts of Montana and shall be governed by the laws of Montana. The parties agree that venue shall only be in the First Judicial District, Lewis & Clark County, Montana.
25. **BSB Acceptance of Parcels.** In order to facilitate the Removal Project, BSB has agreed to accept the parcels referred to as the ET Cover Property and Tailings Removal Area in the December 13, 2016, NRDP-Montana Resources, LLP, Access Agreement, and within the Parrot Site as shown on Exhibit 1. BSB agrees that it shall not accept title to the ET Cover Property and Tailings Removal Area until after NRDP issues the notice to Montana Resources, LLP, referenced in Paragraph D.1 of the December 13, 2016, NRDP-Montana Resources, LLP, Access Agreement. NRDP will provide BSB with a copy of said notice at the same time as Montana Resources, LLP. BSB will provide NRDP with at least 10 days' notice prior to accepting title to the ET Cover Property and Tailings Removal Area.
26. **No Precedent.** This Agreement pertains only to the unique and specific circumstances pertaining to the Parrot Tailings. The parties do not intend for this Agreement to be used as precedent for future agreements.
27. **Effective Date.** The Effective Date of this Agreement is upon signature of both parties. The Effective Date shall be the date of the last signature.

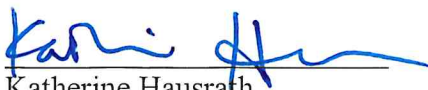
IN WITNESS THEREOF, the parties have executed this Agreement as set out below:

DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE PROGRAM

BY: 
Harley Harris
Lawyer/Program Manager
P.O. Box 201425
Helena, MT 59620

Dated this 20 day of February, 2018.


Approved for legal content by:


Katherine Hausrath
Assistant Attorney General
Natural Resource Damage Program

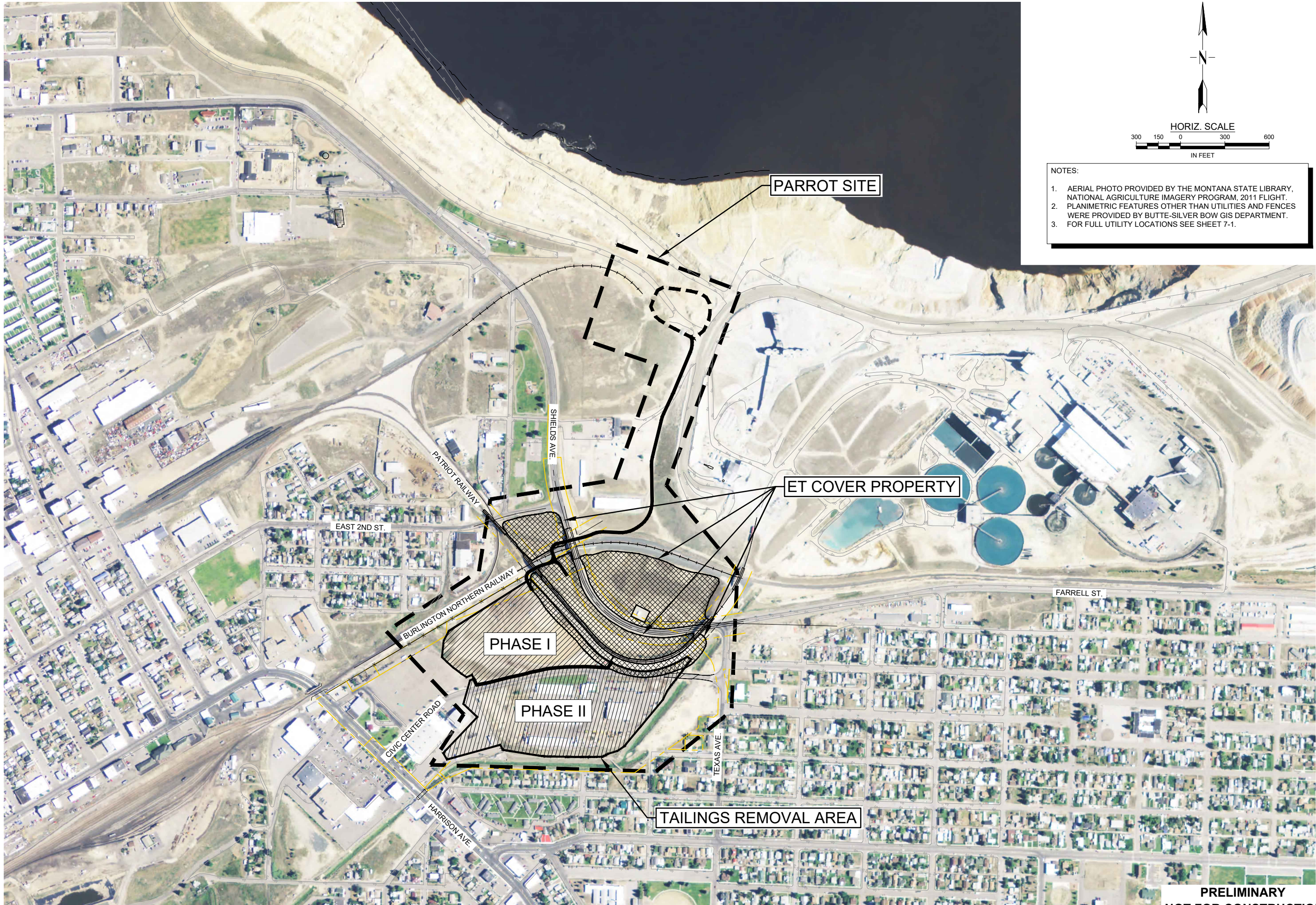
February 20, 2018
Date

David Olson

Peggy McG Jordan

 PEGGY M. RIORDAN
NOTARY PUBLIC for the
State of Montana
Residing at Butte, Montana
My Commission Expires
July 22, 2020

M:\NRDPM02\CAD\CIVIL\SC-T101-NRDPM02.dwg PLOT DATE 2018-1-30 14:51 USER: dstratton



NOTES:

1. AERIAL PHOTO PROVIDED BY THE MONTANA STATE LIBRARY, NATIONAL AGRICULTURE IMAGERY PROGRAM, 2011 FLIGHT.
2. PLANIMETRIC FEATURES OTHER THAN UTILITIES AND FENCES WERE PROVIDED BY BUTTE-SILVER BOW GIS DEPARTMENT.
3. FOR FULL UTILITY LOCATIONS SEE SHEET 7-1.

No.	Description	Date	Drawn By

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MONTANA
JOSHUA T. VINCENT
No. 12994 PE
LICENSED
PROFESSIONAL ENGINEER

PARROT TAILINGS
REMOVAL PROJECT
SITE MAP

PROJECT NAME: BAO PARROT TAILINGS REMOVAL
LOCATION: BUTTE, MONTANA
FILE NO.: SC-T101-NRDPM02.dwg

JOB NO.: NRDPM02
DATE: 1/30/18
DRAFTER: DAS
CHECKED BY: JT/JV/AL
DRAWING NO.:
EX1

**PRELIMINARY
NOT FOR CONSTRUCTION**

Exhibit 2

Property End State Summary – Parrot Tailings Removal Project

This memo provides a summary of the property end state for the Parrot Tailings Waste Removal Project.

Overall, the property end state includes the following components:

- Final grade of the Tailings Removal Area will be up to 12-feet lower than the existing grade, but topography will vary to match surrounding properties.
- Evapotranspiration (ET) covers will be constructed over the railroad grade at a slope of 3:1 to cover the existing cellular confinement system. To the extent possible, the ET cover will be vegetated consistent with the Butte Hill Revegetation Specifications for 1997, including the PAL seed mix of 2015, which is included as part of this exhibit.
- Reconstructed Civic Center Road with curb, gutter, and sidewalk, with a slightly modified alignment to accommodate ET cover on the existing railroad grade.
- Replacement or protection of utilities impacted during construction, as well as extension of utilities, including storm water facilities, as shown on Plan Sheets 7-3 and 7-5, within BSB properties to serve the area and potential future land uses.
- The west portion of the removal area (both north and south of Civic Center road) will be graded to match the existing Civic Center Parking lot, and will be prepped with appropriate aggregate and compaction to allow paving by BSB (approximately 7.41 acres).
- Existing asphalt and lighting that will be removed in the south Civic Center Parking lot will be replaced in kind (approximately 1.5 acres).
- Any existing asphalt that is damaged as a result of the Parrot project will be replaced. BSB and NRDP will inspect the existing asphalt prior to construction.
- Two large parcels will be left vacant for future development (as to be determined by BSB), one north and one south of Civic Center Road (approximately 6.41 and 6.82 acres, respectively).
- Green space/buffer zones will be installed bordering Silver Bow Creek and a portion of Civic Center Road (approximately 2.55 acres), consistent with Figure 10-2 and using the PAL seed mix of 2015.
- Plan sheets 10-1 and 10-2 from the 90% design proposal, are attached to this memo and show the extent of the end land use.

Additional property end state details will also be completed during construction:

- The removal area will be compacted in lifts using material that meets appropriate BSB reclamation standards for fill material. Non-impacted overburden from the excavation may be reused as fill.
- Alternative redevelopment plans have been and will continue to be contemplated by BSB and other local entities. Any changes to this Summary and Figures 10-1 and 10-2 must be agreed to in writing prior to NRDP putting the Removal Project or a phase of the Removal Project out for bid.

Stormwater Requirements

- Appropriate construction storm water controls will be implemented during and after construction until sufficient final stabilization has been achieved.
- In order to preserve water quality and protect the substantial investment the parties are investing in the Upper Silver Bow Creek, all construction activities will be required to comply with the BSB Storm Water Engineering Standards, link here: <http://www.co.silverbow.mt.us/documentcenter/view/88>.
- The added parking areas North and South of the road should be treated as separate drainage areas.

Parking Lots and Roads

- The parking lots and roads will be consistent with the standard drawing at this link - <http://www.co.silverbow.mt.us/DocumentCenter/Home/View/798>.
- All road, parking lot, and utility construction will follow BSB or MPWSS standards, as appropriate.

Other Infrastructure Language:

- Final Grade staking shall be required during construction to ensure the grading plan is complied with.

Seed Mix and Revegetation Standards

- Vacant parcels will be revegetated with an interim seeding approach, while green space parcels will be revegetated with a permanent approach. Details are listed in plan sheet 10-2.
- The seed mix utilized for permanent Green Space and the Redevelopment Parcels (shown on Figure 10-2) will be the "PAL mix." (See attached PAL mix specifications.)

Attachments

Plan Sheet 7-3

Plan Sheet 7-5

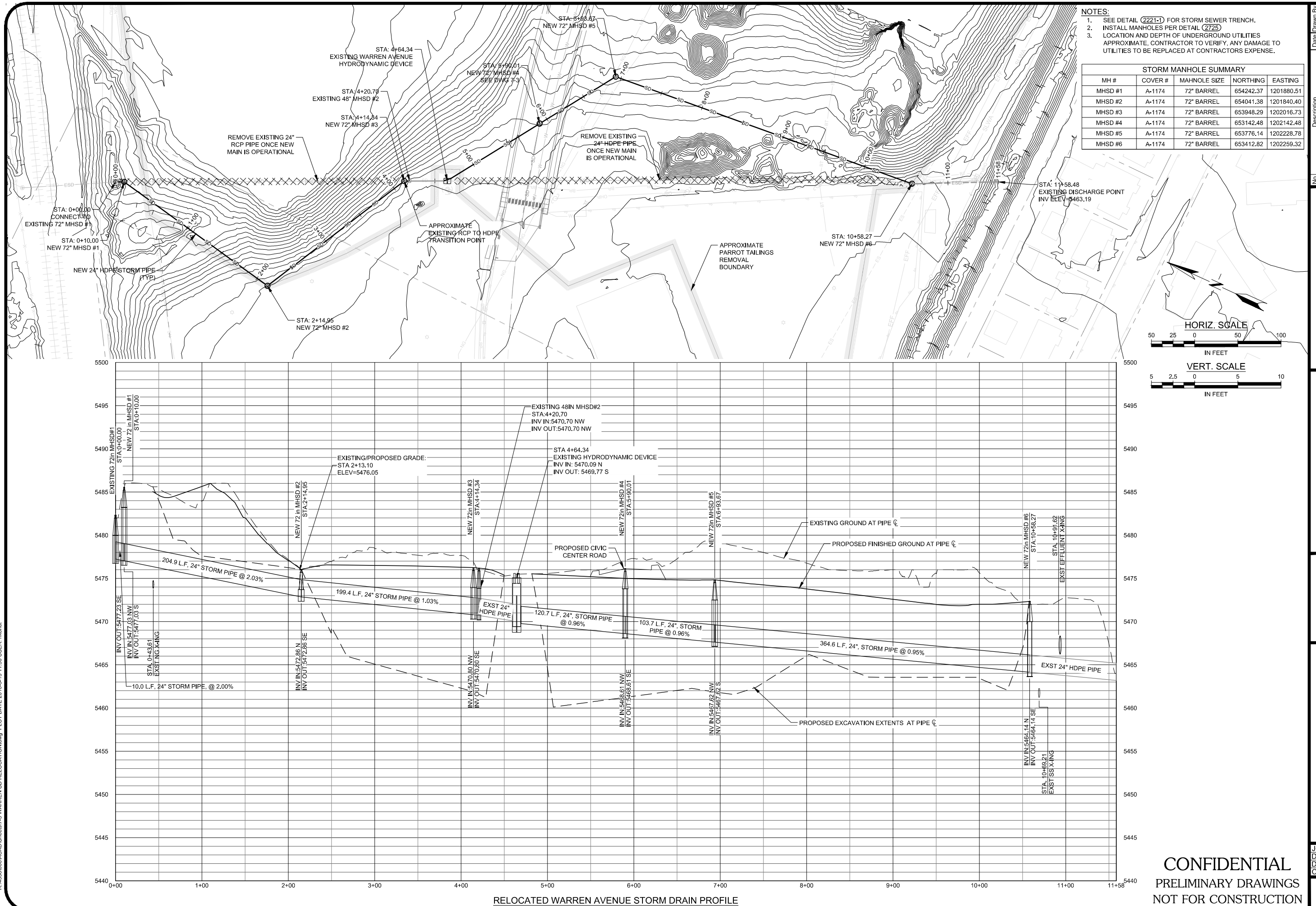
Plan Sheet 10-1

Plan Sheet 10-2

PAL seed mix of 2015

Common Name	Species	% mix	Desired Seeds/SF	Seeds/lb.	lbs PLS/acre
Bluebunch wheatgrass	<i>Pseudoroegneria spicata</i>	30%	30	117,500	11.12
Idaho fescue	<i>Festuca idahoensis</i>	37%	37	450,000	3.58
Rough fescue	<i>Festuca scabrella</i>	9%	9	200,000	1.96
Prairie junegrass	<i>Koeleria macrantha</i>	9%	9	2,300,000	0.17
Sandberg bluegrass	<i>Poa sandbergii</i>	10%	10	925,000	0.47
Quick guard (sterile triticale)	<i>Triticale</i>	3%	3	22,700	5.76
Blue flax	<i>Linum lewisii</i>	1%	1	233,750	0.19
Rubber rabbitbrush	<i>Ericameria nauseosa</i>	1%	1	693,000	0.06
Grand Totals		100.0%	100		23.3

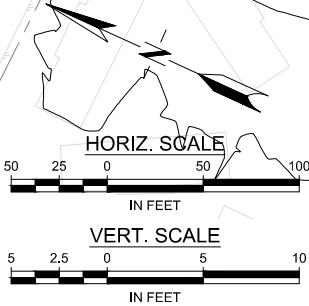
Note- Quick guard is an excellent cover crop that will give a quick green up and cover but will not reproduce and will fall out of the mix within a year or so




NOTES:

1. SEE DETAIL (2221-1) FOR STORM SEWER TRENCH.
2. INSTALL MANHOLES PER DETAIL (2725)
3. LOCATION AND DEPTH OF UNDERGROUND UTILITIES APPROXIMATE, CONTRACTOR TO VERIFY, ANY DAMAGE TO UTILITIES TO BE REPLACED AT CONTRACTORS EXPENSE.

STORM MANHOLE SUMMARY				
MH #	COVER #	MAHOLE SIZE	NORTHING	EASTING
MHSD #1	A-1174	72" BARREL	654242.37	1201880.51
MHSD #2	A-1174	72" BARREL	654041.38	1201840.40
MHSD #3	A-1174	72" BARREL	653948.29	1202016.73
MHSD #4	A-1174	72" BARREL	653142.48	1202142.48
MHSD #5	A-1174	72" BARREL	653776.14	1202228.78
MHSD #6	A-1174	72" BARREL	653412.82	1202599.32




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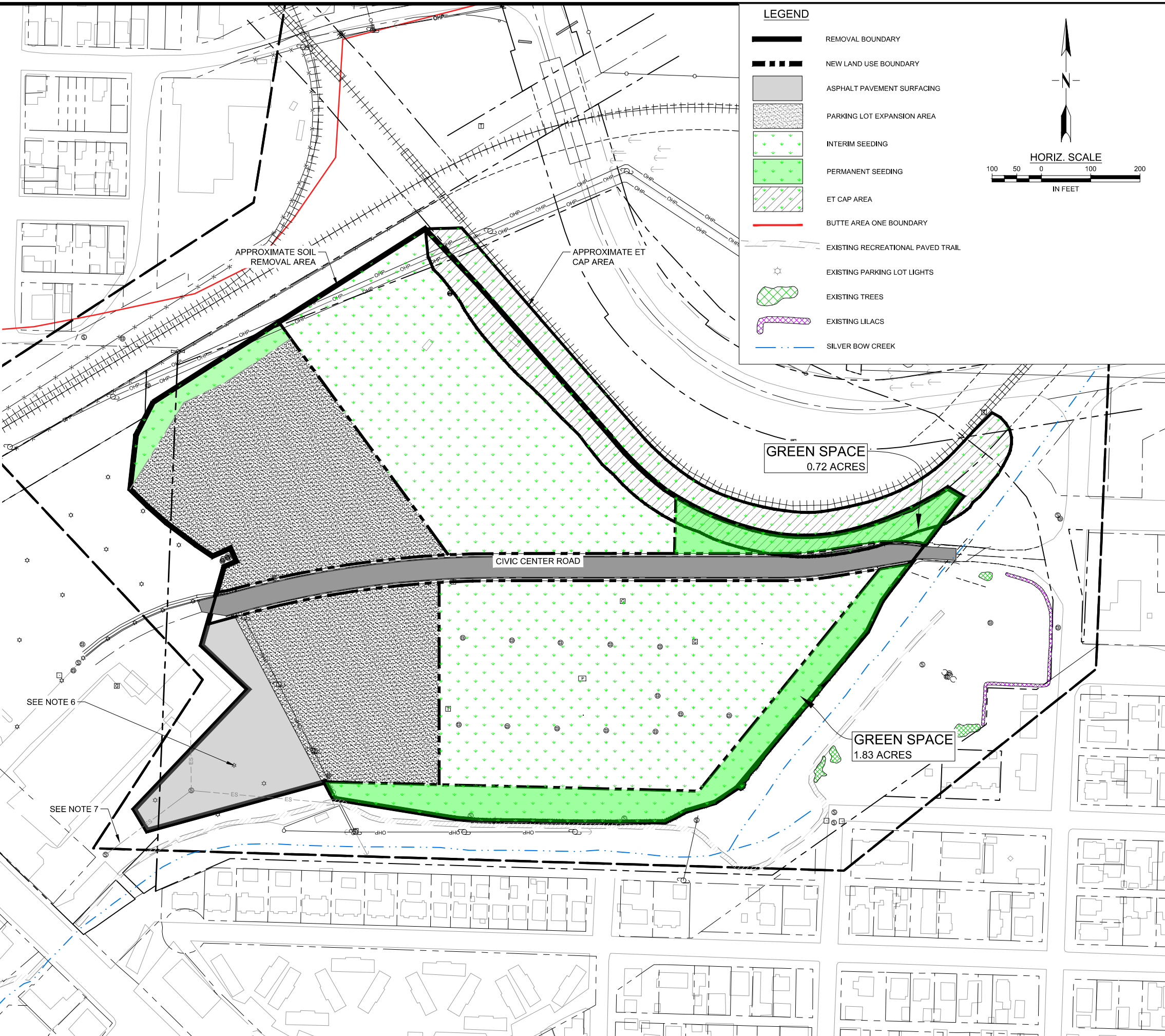
**WARREN AVE STORM MAIN
DEMOLITION/ RELOCATION
PLAN**


PROJECT NAME: BAO PARROT TAILINGS REMOVAL
LOCATION: BUTTE, MONTANA
FILE NO. 7-5 WARREN SD RELOCATION.dwg

CONFIDENTIAL
PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

OB NO:	NRDPM02
DATE:	5/13/16
DRAFTER:	DAH
CHECKED BY:	MB
DRAWING NO.	
7-5	

1. ASPHALT PAVEMENT REPLACEMENT TO MATCH EXISTING SECTION OR PROVIDE MINIMUM SECTION MEETING BUTTE SILVER BOW COUNTY ROAD SPECIFICATIONS AS FOLLOWS:
 - 4-INCHES ASPHALT CONCRETE COMMERCIAL GRADE D OR S.
 - 6-INCHES PIT RUN GRAVEL (3/4-INCH MINUS) BASE COURSE, <8% PASSING 200 SIEVE IN ACCORDANCE TO MPWSS SECTION 0223S.
 - 15-INCHES 2" MINUS SELECT SUB BASE, <8% PASSING 200 SIEVE IN ACCORDANCE WITH MPWSS SECTION 02234 IF UNSUITABLE SUBGRADE MATERIAL PRESENT.
2. PARKING LOT EXPANSION AREAS TO MEET BUTTE SILVER BOW COUNTY STANDARD FOR PARKING LOT AND HAVE GRAVEL SURFACING PROVIDED AND INSTALLED WITH MINIMUM SECTION AS FOLLOWS:
 - 6-INCHES PIT RUN GRAVEL (3/4-INCH MINUS) BASE COURSE, <8% PASSING 200 SIEVE IN ACCORDANCE TO MPWSS SECTION 0223S.
 - 15-INCHES 2" MINUS SELECT SUB BASE, <8% PASSING 200 SIEVE IN ACCORDANCE WITH MPWSS SECTION 02234 IF UNSUITABLE SUBGRADE MATERIAL PRESENT.
3. SEEDED AREAS TO FOLLOW SPECIFICATIONS AND JUNE 2013 FINAL BSB EXCAVATION AND DIRT MOVING PROTOCOLS. PAL SEED MIX 2015.
4. PERMANENT SEEDING AREAS SHALL BE CAPPED WITH AN 18-INCH VEGETATIVE CAP PER THE 1997 BUTTE HILL REVEGETATION SPECIFICATIONS, INCLUDING 12-INCHES OF CLEAN FILL, 6-INCHES OF TOP SOIL, AND THE PAL SEED MIX 2015.
5. INTERIM SEEDING AREAS SHALL BE CAPPED WITH AN 18-INCH CAP PER THE 1997 BUTTE HILL REVEGETATION SPECIFICATIONS, INCLUDING 12-INCHES OF CLEAN FILL, 6-INCHES OF TOP SOIL, AND THE PAL SEED MIX 2015.
6. REPLACE EXISTING LIGHT POLE, SALVAGE FIXTURES, AND RE-ENERGIZE.
 - A. REMOVE AND DISPOSE OF EXISTING WOOD LIGHT POLES. SALVAGE MAST ARM AND COBRA HEAD FIXTURE FOR RE-USE. REMOVE OVERHEAD CONDUCTORS BETWEEN POLES AND BACK TO POINT OF ORIGIN.
 - B. INSTALL NEW TREATED 40 FT. CLASS 4 WOOD POLE IN SAME LOCATION AFTER TAILING REMOVAL. TYPICAL POLE EMBEDMENT DEPTH IS POLE HEIGHT TIMES 10% PLUS 2 FT.
 - C. INSTALL SALVAGED MAST ARMS AND COBRA HEAD FIXTURES ON THE NEW POLES.
 - D. INSTALL NEW OVERHEAD FEED FROM POINT OF ORIGIN TO EACH POLE. INSTALL #4 AWG, ALUMINUM, MULTIPLEX OVERHEAD SERVICE DROP CABLE, 600VAC, XLPE, WITH SELF-SUPPORTED BARE NEUTRAL. TERMINATION BRACKETS AND APPURTENANCES SHALL BE INCLUDED FOR ALL POLES.
7. PROTECT EXISTING SANITARY SEWER IN PLACE.
8. THE COMPLETED ELECTRICAL INSTALLATION SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL ORDINANCES AND REGULATIONS. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND INSPECTIONS REQUIRED BY THE GOVERNING AUTHORITIES. ALL WORK SHALL BE DONE IN A NEAT, WORKMANLIKE, FINISHED, AND SAFE MANNER, ACCORDING TO THE LATEST PUBLISHED N.E.C.A. STANDARDS OF INSTALLATION, UNDER COMPETENT SUPERVISION.
9. THIS PROJECT CONSISTS OF NEW AND RE-WORKED AREAS OF THE BUTTE CIVIC CENTER IN BUTTE, MT. VISIT THE SITE PRIOR TO BIDDING TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL FACTORS/INCIDENTAL WORK WHICH MAY AFFECT THE EXECUTION OF THIS WORK.
10. ALL MATERIALS SHALL BE NEW AND OF THE BEST QUALITY, MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, U.L., OR OTHER APPLICABLE STANDARDS. THE USE OF MANUFACTURER'S NAMES, MODELS AND NUMBERS IS INTENDED TO ESTABLISH STYLE, QUALITY, APPEARANCE, USEFULNESS AND BID PRICE. PROPOSED SUBSTITUTIONS SHALL BE SUBMITTED DURING THE SUBMITTAL PROCESS IN WRITING AND REVIEWED BY THE ENGINEER PRIOR TO ORDERING THE EQUIPMENT.
11. PROTECT ALL ELECTRICAL MATERIAL AND EQUIPMENT INSTALLED UNDER THIS DIVISION AGAINST DAMAGE BY OTHER TRADES. WEATHER CONDITIONS OR ANY OTHER CAUSES. EQUIPMENT FOUND DAMAGED OR IN OTHER THAN NEW CONDITION WILL BE REJECTED AS DEFECTIVE.
12. LEAVE THE SITE CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS, AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION. ALL COMPONENTS SHALL BE FREE OF DUST, GRIT, AND FOREIGN MATERIALS, LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK. PRIME AND REPAINT ALL STRUCTURAL SURFACES THAT HAVE BEEN DRILLED OR WELDED.
13. THE FINAL GRADING PLAN SHALL BE CONDUCTED TO ASSURE THAT STORM WATER REQUIREMENTS, AS REQUIRED BY AND SET FORTH IN THE BUTTE-SILVER BOW STORM WATER ORDINANCE, ARE CONSTRUCTED ON THE PROPERTY.



<div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div><div>Morrison Maierle</div><div>engineers • surveyors • planners • scientists</div></div><div>1 Engineering Place, Helena, MT 59602 (406) 442-3050 • m-mi.net COPYRIGHT © MORRISONMAIERLE INC., 2015</div></div></div><div><div><div><div>Water & Environmental TECHNOLOGIES</div><div></div><div>480 E. Park Street Butte, MT 59701 (406) 442-3050 WWW.WATERWETECH.COM</div></div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div><div>MONTANA</div><div>MARK BROOKE 13384 PE</div><div>REGISTERED PROFESSIONAL ENGINEER</div></div></div></div></div></div></div></div>	No.	Description	Date	Drawn By

PHASE III INTERIM
REVEGETATION PLAN

PROJECT NAME: BAO PARROT TAILINGS REMOVAL
DATE: BUTTE, MONTANA
FILE NO. 10-2 PH III INTERIM GRADING & REVEG.dwg

JOB NO: NRDP0M02
DATE: 2/1/18
DRAFTER: DAH
CHECKED BY: MB

DRAWING NO.
10-2