

# Project Manual

## Broadwater County

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### Broadwater Bay Maintenance Dredging

- Bid Sheets and Signature Page
- Acknowledgement of Addenda

February 2022

**Set No.:** \_\_\_\_\_  
GWE Project #1-20244 TO1

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### **MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS**

The Montana Public Works Standard Specifications, Sixth Edition, April 2010 is incorporated herein by reference and shall be subject to the modifications and additions provided in the following Specifications.

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Bid Form  
Agreement Form

#### Forms

    Bid Bond Form  
    Notice of Award  
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    Performance Bond Form  
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Wage Rates

General Requirements

Appendix A - Army Corps Nationwide Permit

Appendix B - Joint Application Permit

## INVITATION TO BID

### BROADWATER BAY MAINTENANCE DREDGING

Separate sealed bids for maintenance dredging of Broadwater Bay at the Silos Recreation Area within Canyon Ferry Reservoir will be received by Broadwater County at 515 Broadway Street, Townsend, MT 59644 until 10:00 A.M. local time on Monday March 7<sup>th</sup>, 2022, and then publicly opened and read aloud.

The project consists of maintenance dredging to remove approximately 1,600 cubic yards of accumulated sediment from the lake bottom within the marina. The work described herein shall be completed by April 1, 2022, unless otherwise scheduled with Broadwater County.

Digital copies of the Bidding Documents are available at [www.greatwesteng.com](http://www.greatwesteng.com) or [www.questcdn.com](http://www.questcdn.com) for a fee of \$20.00. These documents may be downloaded by selecting this project from the “Current Projects Bidding” tab. The contract documents, consisting of the Project Manual, may be examined or obtained at the Broadwater County Courthouse.

In addition, the Project Manual may also be examined at the following locations:

Bozeman Plan Exchange

Helena Copy Center

If interested in submitting a bid for this work, please complete, execute, and return the Bid Form. There will be a Pre-Bid Conference at the Silos Recreation Area Broadwater Bay at 3:00 pm on March 1<sup>st</sup>, 2022. Interested Contractors are encouraged to attend.

Contractor and any of the Contractor’s Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates – Heavy Construction Rates. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to Broadwater County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed thirty (30) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Broadwater County is an Equal Opportunity Employer.

Published at Broadwater Reporter, Montana, 2/25/2022, 3/4/2022

**END OF SECTION**

# **BID FORM**

**SECTION 00400**

**BID FORM**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Broadwater County Board of Commissioners**  
**515 Broadway Street**  
**Townsend, MT 59644**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the bid documents, especially with respect to Permits and Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Bid Documents, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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**BROADWATER COUNTY  
BROADWATER BAY MAINTENANCE DREDGING  
BID SHEETS – BASE BID**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Maintenance Dredging	1	LS	\$	\$
<b>TOTAL BID PRICE</b>				\$	
					(Figures)
<b>TOTAL BID PRICE</b>		\$			
					(Words)

5.02 Bidder acknowledges that:

- A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item;
- B. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents;
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices;
- D. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum;
- E. Discrepancies between words and figures will be resolved in the favor of words; and
- F. The Owner reserves the right to reject any or all Bids.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.



6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and payments to Owner for Unscheduled Employment of the Engineer.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Complete and Signed Bid Form;
- C. Acknowledgement of Addendum;
- D. Contractor’s License No. (List on page 5 of this bid form);

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

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By: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_ *[Printed name]*

Attest: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_ *[Printed name]*

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Montana Contractor's License No.: \_\_\_\_\_

**END OF SECTION**

# **AGREEMENT FORM**

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Broadwater County (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *Maintenance dredging of accumulated sediment from the lake bottom within the marina.*

## ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *maintenance dredging of Broadwater Bay at the Silos Recreation Area within Canyon Ferry Reservoir.*

## ARTICLE 3 – CONTRACT TIMES

### 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 3.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **April 1, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before April 15, 2022.

### 3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

3.04 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
  - 1. Damages for (2) in the above paragraph will be incurred based on the following hourly rates:

<b>Straight Time</b>	
Project Manager	\$176.00/Hour
Project Engineer	\$154.00/Hour
Resident Project Representative (RPR)	\$148.00/Hour
RPR Overtime Rate	\$222.00/Hour
Project Administrator	\$130.00/Hour
Clerical	\$84.00/Hour
Mileage	\$ 0.65/Mile
Survey Crew	\$250.00/Hour
GPS Rental	\$250.00/Day
Nuclear Densometer	\$30.00/Day

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 4 – CONTRACT PRICE**

4.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each Bid item from the Bid Form multiplied by the actual quantity of the respective Bid item constructed and accepted.*

**ARTICLE 5 – CONTRACTOR’S DOCUMENTS**

5.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).

2. Invitation to Bid (pages 1 to 1, inclusive).
3. Bid Form (pages 1 to 4, inclusive).
4. Bonds:
  - a. Performance bond (together with power of attorney) (pages 1 to 1, inclusive).
  - b. Payment bond (together with power of attorney) (pages 1 to 1, inclusive).
5. General Requirements
6. Montana Prevailing Wage Rates
7. Addenda (numbers to inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
9. Permits, Approved and Pending.
10. The Montana Public Works Standard Specifications, Sixth Edition, April 2010, collectively referred to as MPWSS, as may be modified by above Contract Documents. (The MPWSS is not attached to the Agreement).

## **ARTICLE 6 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **6.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Requirements , with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Requirements, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 6.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee.

**ARTICLE 7 – MISCELLANEOUS**

7.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Broadwater County

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

\_\_\_\_\_  
*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

\_\_\_\_\_  
*(where applicable)*

State:

\_\_\_\_\_

# FORMS

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NOTICE OF AWARD**

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

\_\_\_\_\_

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner  counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

## NOTICE TO PROCEED

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is \_\_\_\_\_, and the date by which readiness for final payment must be achieved is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: \_\_\_\_\_  
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:



- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows:

# WAGE RATES

**MONTANA  
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2022**

**Effective: January 1, 2022**

*Greg Gianforte, Governor  
State of Montana*

*Laurie Esau, Commissioner  
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59620-1503  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

Laurie Esau  
Commissioner  
Department of Labor and Industry  
State of Montana



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## **A. Date of Publication January 1 2022**

## **B. Definition of Heavy Construction**

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’

*Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”*

## **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

## **D. Prevailing Wage Schedule**

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/> or by contacting the department at (406) 444-6543.

## **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

## **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## **G. Fringe Benefits**

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## **H. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

## **K. Per Diem**

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

## **L. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

### **M. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

### **N. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### **O. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

### **P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/building-construction-occupations>

### **Q. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

### **R. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

**S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants** The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

# WAGE RATES

## BOILERMAKERS

<b>Wage</b>	<b>Benefit</b>
\$34.12	\$31.68

### Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

### Travel:

#### All Districts

0-120 mi. free zone  
>120 mi. federal mileage rate/mi.

### Special Provision:

Travel is paid only at the beginning and end of the job.

### Per Diem:

#### All Districts

0-70 mi. free zone  
>70-120 mi. \$65.00/day  
>120 mi. \$80.00/day

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## BRICK, BLOCK, AND STONE MASONS

<b>Wage</b>	<b>Benefit</b>
\$35.95	\$18.52

### Travel:

0-20 mi. free zone  
>20-35 mi. \$30.00/day  
>35-55 mi. \$35.00/day  
>55 mi. \$78.00/day

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$32.75	\$13.82

### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## CEMENT MASONS AND CONCRETE FINISHERS

<b>Wage</b>	<b>Benefit</b>
\$22.85	\$12.85

### Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters. Rates for rebar workers can be found under the Ironworkers classification.

### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$2.95/hr.  
>60 mi. base pay + \$4.75/hr.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$28.21	\$13.65

**This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small) 12 inch and under; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$30.04	\$13.65

**This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batchers; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$29.75	\$13.65

**This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$30.75	\$13.65

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$31.75	\$13.65

**This group includes but is not limited to:**

Cranes, 45 tons up to and incl. 74 tons.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$32.75	\$13.65

**This group includes but is not limited to:**

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$33.75	\$13.65

**This group includes but is not limited to:**

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

<b>Wage</b>	<b>Benefit</b>
\$23.08	\$11.77

**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

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## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$25.90	\$11.77

**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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### CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$11.77

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

### CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.77

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

\*\*\*Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

### DIVERS

	Wage	Benefit
Stand-By	\$44.98	\$17.84
Diving	\$89.96	\$17.84

**Depth Pay (Surface Diving)**

0-20 ft. free zone  
>20-100 ft. \$2.00 per ft.  
>100-150 ft. \$3.00 per ft.  
>150-220 ft. \$4.00 per ft.  
>220 ft. \$5.00 per ft.

**Diving In Enclosures**

0-25 ft. free zone  
>25-300 ft. \$1.00 per ft.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## DIVER TENDERS

<b>Wage</b>	<b>Benefit</b>
\$43.98	\$17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$35.59	\$16.39

### Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-08 mi. free zone  
>08-50 mi. federal mileage rate/mi. in excess of the free zone.  
>50 mi. \$60.57/day

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## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

<b>Wage</b>	<b>Benefit</b>
\$37.97	\$21.87

### Duties Include:

Insulate pipes, ductwork or other mechanical systems.

### Travel:

0-30 mi. free zone  
>30-40 mi. \$25.00/day  
>40-50 mi. \$35.00/day  
>50-60 mi. \$45.00/day  
>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$100.00/day on jobs requiring an overnight stay plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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## IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

<b>Wage</b>	<b>Benefit</b>
\$29.38	\$27.05

### Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### Travel:

0-45 mi. free zone  
>45-60 mi. \$45.00/day  
>60-100 mi. \$70.00/day  
>100 mi. \$90.00/day

### Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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## LINE CONSTRUCTION – EQUIPMENT OPERATORS

<b>Wage</b>	<b>Benefit</b>
\$36.00	\$16.92

### Duties Include:

All work on substations

### Travel:

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$29.09	\$16.09

### Duties Include:

All work on substations

### Travel:

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$48.65	\$18.03

### Duties Include:

All work on substations

### Travel:

No Free Zone  
\$60.00/day

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$39.68	\$14.27

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$25.00	\$0.00

**Travel:**  
No travel or per diem established.

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$32.75	\$13.82

**Duties Include:**

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<b>Wage</b>	<b>Benefit</b>
\$39.98	\$20.26

**Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

**Travel:**  
0-70 free zone  
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$105.00/day.

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## SPRINKLER FITTERS

<b>Wage</b>	<b>Benefit</b>
\$35.66	\$24.29

### **Duties Include:**

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

### **Travel All Districts**

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. \$19.00/day
>80-100 mi. \$29.00/day
>100 mi. \$105.00/day.

### **Special Provision**

When traveling >100 miles, mileage at \$0.54/mi. + \$8.59 for every 15 miles traveled at beginning and end of job.

The following travel allowance is applicable when traveling in employer's vehicle.

0-100 mi. free zone
>100 mi. \$105.00/day

### **Special Provision**

When traveling >100 miles, \$8.59 for every 15 miles traveled, at beginning and end of job.

### **Per Diem: All Districts**

No per diem is applicable when traveling in employee's vehicle

The following per diem is applicable when traveling in employer's vehicle.

0-100 mi. free zone
>100 mi. \$105.00/day

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## TRUCK DRIVERS

Pilot Car Driver	<b>No Rate Established</b>	
	<b>Wage</b>	<b>Benefit</b>
Truck Driver	\$31.28	\$9.37

**Truck drivers include but are not limited to:**

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

**Special Provision:**

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

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# **GENERAL REQUIREMENTS**

## GENERAL REQUIREMENTS

### 1.1 PROJECT DESCRIPTION

- A. The project consists of maintenance dredging to remove approximately 1,600 cubic yards of accumulated sediment from the lake bottom within the marina. Material to be removed is located at project baseline stationing 21+00 to 25+00. A finished grade elevation of 3775.00 with a base width of approximately 70-ft is assumed. The below data shows removal depths based on sediment measurements taken on 1/23/2022. Refer to Appendix B for additional information on sediment removal.

Station	Estimated Removal Depth at Centerline
21+50	0'
22+00	2.5'
23+00	2.1'
24+00	0.8'
25+00	0'

### 1.2 GENERAL

- A. The Technical Specifications are comprised of specifications from the Montana Public Works Standard Specifications, Sixth Edition, April 2010 (hereafter referred to as the MPW Standard Specifications). Any addenda or modifications to the Standard Specifications made in these General Requirements shall have precedence over the Standard Specifications. Any item of work not specifically listed or referred to in these General Requirements shall be performed in accordance with the MPW Standard Specifications.
- B. **INSURANCE:** Contractor must carry a minimum of \$1 million in general liability insurance. The Contractor's insurance coverage shall name Broadwater County as additional insured under Commercial General Liability, Automobile, and Excess or Umbrella policies.
- C. **BONDS:** Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. All bonds must be in the form EJCDC C-610 and C-615 or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. **WAGE RATES:** The contractor is required to pay Montana Prevailing Wages (Heavy Construction) for all operators, laborers and mechanics employed by Contractor or Subcontractors if the total project cost is in excess of \$25,000.



- E. ZONE PAY: For the purposes of calculating zone pay for prevailing wage rates, it should be noted that the center of the project site is 28 miles from the Lewis and Clark County Courthouse in Helena one-way, over the shortest practical maintained route.
- F. ROAD AND PARKING LOT CLEANING: It shall be the sole responsibility of the contractor to keep all roads and parking lots free from mud, gravel, cobbles or other contaminants generated as a result of construction activities. It shall be the responsibility of the contractor clean all foreign matter from roads and parking areas in a reasonable amount of time as determined by the Owner. All costs incurred to meet road and parking lot cleaning requirements are incidental to other items of the contract and no separate payment shall be made.
- G. PERMITS: Owner has obtained an Army Corps Permit. Owner also contacted Montana Fish, Wildlife and Parks who indicated a 124 permit was not required. The Contractor will be required to carry out all provisions of the permits as part of this contract. The Contractor is responsible for obtaining all other necessary permits, licenses, agreements, insurance, and approvals required by any government authority or agency for the performance of this work at his own expense.
- H. DEWATERING & SEDIMENT CONTROL: Water is expected to be encountered during excavation. Full dewatering is not anticipated. The Contractor shall isolate the flow of water during the work and install erosion control measures to minimize turbidity (modular bladder, etc.) as required in the permits. The Contractor shall be aware that springs are present in the head of Broadwater Bay.
- I. UTILITIES: The Contractor must check with the Utilities Underground Location Center (800-424-5555) at least two full working days in advance of the planned work date so that all utilities are located prior to digging. The Contractor shall coordinate work with all utility companies or private entities that may be affected by the project. The Contractor shall be solely responsible for any damage to utilities due to their operations.
- J. SURVEY: The Owner will provide horizontal and vertical control for the project consisting of stakes along the project baseline. Initial baseline stakes have been placed by Schaubert Surveying. The Contractor shall protect all control points during the course of their work and replace any points damaged or removed by their activities. All survey monuments and stakes provided by the Contractor shall be subject to inspection and verification by the Engineer. The Contractor shall provide all additional staking necessary.

### 1.3 WORK REQUIRED

- A. Bid Item No. 1 – Maintenance Dredging
  1. Description: This item shall cover removal of material.
  2. Work Required: Work required under this section shall include, but not be limited to the following;
    - a. Mobilization
    - b. Construction survey and staking;
    - c. Excavation of material;
    - d. Transporting and stockpiling excess materials at the northwest edge of the existing parking area;
    - e. Temporary erosion and sediment control measures;

- f. Contour grading;
  - g. Final grading, cleanup;
  - h. All labor, tools, equipment, materials, royalties, incidentals necessary to complete the work as specified.
- 3. Unit of Measurement: LUMP SUM
  - 4. Measurement: Not applicable
  - 5. Payment: Payment for Maintenance Dredging will be made at the contract unit price bid per lump sum as indicated in the Bid Form

# **APPENDIX A**

## **Army Corps Permit**



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
HELENA REGULATORY OFFICE  
100 NEILL AVENUE, SUITE 200  
HELENA, MONTANA 59601

January 11, 2022

SUBJECT: 2017 Nationwide Permit Verification; Broadwater Bay – Silos Recreation Area – Canyon Ferry Reservoir; USACE File Number: **NWO-2001-90285-MTH**

U.S. Bureau of Reclamation  
Attn: Dan Stremcha  
7700 Canyon Ferry Road  
Helena, Montana 59602

Revised to 1,600 CY

Dear Mr. Stremcha:

We are responding to your request for Nationwide Permit (NWP) verification for the above-mentioned project. The proposed activity is located at Broadwater Bay at the Silos Recreation Area at Latitude 46.413020°, Longitude -111.570800°, within Canyon Ferry Reservoir on the Missouri River, within Section 35, Township 8 N, Range 1 E, near Townsend, Broadwater County, Montana

Specifically, you requested authorization for the following work in waters of the U.S.:

1. Canyon Ferry Reservoir: Complete maintenance dredging to remove approximately 3,965 cubic yards of accumulated sediment from the lake bottom within the marina. This will impact an area varying from 145 to 75 feet in width and 400 feet in length for a total of 0.96 acre to return the marina basin back to 3,775 mean sea level.
2. The work will be completed as detailed in the joint application received on December 23, 2021, submitted by Broadwater County.

Under the authority of Section 404 of the Clean Water Act (CWA), DA permits are required for the discharge of fill material into waters of the U.S. Waters of the U.S. include the area below the ordinary highwater mark of stream channels and lakes, or ponds connected to the tributary system, and wetlands adjacent to these waters. Isolated waters and wetlands, as well as man-made channels, may be waters of the U.S. in certain circumstances, which must be determined on a case-by-case basis. Under the authority of Section 10 of the Rivers and Harbors Act, DA permits are required for structures or work in, over, under or affecting navigable waters of the U.S.

Based on the information you provided, the proposed activity, permanently affecting approximately 0.96 acre of Canyon Ferry Reservoir, is authorized by NWP 23 Approved

Categorical Exclusions, found in the January 6, 2017, Federal Register (82 FR 1860), Reissuance of Nationwide Permits. Enclosed is a fact sheet that fully describes this NWP and lists the General and Regional Conditions that must be adhered to for this authorization to remain valid. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

You are responsible for ensuring that all work is performed in accordance with the terms and conditions of the NWP. If a contractor or other authorized representative will be conducting work on your behalf it is strongly recommended that they be provided a copy of this letter and the enclosed conditions. Failure to comply with the General and Regional Conditions of this NWP may result in the suspension or revocation of your authorization and may be subject to appropriate enforcement action.

The Montana Department of Environmental Quality has provided the enclosed CWA Section 401 water quality certification for this NWP which includes General Conditions, all of which must be complied with for that certification to remain valid. This does not eliminate the need to obtain other permits that may be required by that agency.

**This verification is valid until March 18, 2022**, when the existing NWPs are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified, reissued or revoked, you will have twelve (12) months from the date of the modification, reissuance or revocation of the NWP to complete the activity under the present terms and conditions unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

In compliance with General Condition 30, we have enclosed a "compliance certification" form, which must be signed and returned within 30 days of completion of the project, including any required mitigation. Your signature on this form certifies that you have completed the work in accordance with the terms and conditions of the NWP.

The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

Please refer to identification number **NWO-2001-90285-MTH** in any correspondence concerning this project. If you have any questions, please contact Jerin Borrego by email at *Jerin.E.Borrego@usace.army.mil* or telephone at 406-417-1370.

Sincerely,

Jerin E. Borrego  
Regulatory Project Manager

3 Enclosures:

1. Compliance Certification
2. NWP 23 Approved Categorical Exclusions Fact Sheet with Regional Conditions
3. CWA Section 401 Water Quality Certification

cc with enclosures:

Mr. Mike Delger, Chair Broadwater County Commissioners,  
[commissioners@co.broadwater.mt.gov](mailto:commissioners@co.broadwater.mt.gov)

### COMPLIANCE CERTIFICATION

**USACE File Number:** NWO-2001-90285-MTH  
**Permit Type:** NWP 23 Approved Categorical Exclusions  
**Name of Permittee:** Dan Stremcha, Bureau of Reclamation  
**County:** Broadwater County, Montana  
**Date of Issuance:** January 11, 2022  
**Project Manager:** Jerin Borrego

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to [Montana.Reg@usace.army.mil](mailto:Montana.Reg@usace.army.mil) or the following address:

US Army Corps of Engineers  
Omaha District  
Helena Regulatory Office  
100 Neill Avenue, Suite 200  
Helena, Montana 59601

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the conditions of this permit, you are subject to permit suspension, modification, or revocation.

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I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

## **Nationwide Permit 23**

### **Approved Categorical Exclusions**

Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:

- (a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from the requirement to prepare an environmental impact statement or environmental assessment analysis, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment; and
- (b) The Office of the Chief of Engineers (Attn: CECW-CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.

The Office of the Chief of Engineers may require additional conditions, including pre-construction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters.

(Authorities: Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW-CO). Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance of this NWP, agencies with approved categorical exclusions are: the Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as of the date of this notice are found in Corps Regulatory Guidance Letter 05-07, which is available at: <http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl05-07.pdf>. Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same Web site.

### **Nationwide Permit General Conditions**

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an



NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

### **1. Navigation.**

- (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

### **2. Aquatic Life Movements.**

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

### **3. Spawning Areas.**

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

### **4. Migratory Bird Breeding Areas.**

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

### **5. Shellfish Beds.**

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

**6. Suitable Material.**

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

**7. Water Supply Intakes.**

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

**8. Adverse Effects from Impoundments.**

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

**9. Management of Water Flows.**

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

**10. Fills Within 100-Year Floodplains.**

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

**11. Equipment.**

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

**12. Soil Erosion and Sediment Controls.**

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

**13. Removal of Temporary Fills.**

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

**14. Proper Maintenance.**

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

**15. Single and Complete Project.**

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.**

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

**17. Tribal Rights.**

No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

**18. Endangered Species.**

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre- construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species- specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or [http:// www.fws.gov/ipac](http://www.fws.gov/ipac) and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

## **19. Migratory Birds and Bald and Golden Eagles.**

The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

## **20. Historic Properties.**

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National

Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not

heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

## **21. Discovery of Previously Unknown Remains and Artifacts.**

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

## **22. Designated Critical Resource Waters.**

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters.

The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

### **23. Mitigation.**

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district



engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWP.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal,

the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee- responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee- responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

#### **24. Safety of Impoundment Structures.**

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

#### **25. Water Quality.**

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

#### **26. Coastal Zone Management.**

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

#### **27. Regional and Case-By-Case Conditions.**

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added

by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.**

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

**29. Transfer of Nationwide Permit Verifications.**

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_ (Transferee) \_\_\_\_\_  
\_\_\_\_\_ (Date)

**30. Compliance Certification.**

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the

certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

### **31. Activities Affecting Structures or Works Built by the United States.**

If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

### **32. Pre-Construction Notification.**

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act

(see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act.

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the

United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

**2017 NATIONWIDE PERMITS  
REGIONAL CONDITIONS  
OMAHA DISTRICT  
STATE OF MONTANA**

1. **PCN Requirement.** For all NWP's, permittees must notify the Corps in accordance with General Condition No. 32 (PCN) for regulated activities, located within or comprised of the following:
  - a. Wetlands Classified as Peatlands. Peatlands are seasonally waterlogged areas with a surface accumulation of peat (organic matter) 30 centimeters (12 inches) or more thick. Any peat-covered areas, including fens, bogs, and muskegs, are all peatlands.
    - i. PCN required for NWP 3, 5, 6, 20, 27, 32, and 38.
    - ii. All NWP's not listed above are revoked for use in peatlands.
  - b. Waters Adjacent to Natural Springs. Any projects located within 100 feet of the water source in natural spring areas. A spring is defined as any location where there is groundwater flow emanating from a distinct point. Springs do not include seeps or other groundwater discharge areas where there is no distinct point source.
  - c. Bank Stabilization Activities. Any project that involves bank stabilization greater than 300 linear feet or includes features that extend out from the existing bank line greater than 25% of the bankfull channel width.
  - d. Channel Straightening and Relocation Activities. Any project that involves straightening, relocating and/or shortening an existing perennial stream channel.
  - e. Tribal Reservations and Tribal Trust Lands. Any projects within the boundaries of any Tribal Reservation or Tribal trust lands.
  - f. Specific Waterways Requiring PCN. Any projects within the following waterways and their impoundments:

-Bitterroot River	-Flathead Lake
-Clark Fork River (tributary to the Columbia River)	-Milk River
-Flathead River	-Missouri River
	-Yellowstone River
2. **Bank and Shoreline Stabilization Activities.** The following additional requirements apply to all bank and shoreline stabilization:
  - a. The revetment must conform to the existing bankline; must not extend above the top of the bank (i.e. no new levees); and the slopes must be flatter than the angle of repose for the selected revetment material (i.e. rock riprap normally needs to be placed on a slope flatter than 1.5 Horizontal to 1 Vertical



- (1.5H:1V).
- b. The revetment must not wholly or partially block flows from entering a side channel or an overflow channel.
  3. **Counter-Sinking Riprap Associated with Culvert Installation.** When riprap inlet and outlet protection is used below the OHWM (OHWM), it must be placed to match the adjacent culvert bottom elevations. Where culvert bottom elevations are lower than the stream bed elevation, the riprap must match the culvert elevation.
  4. **Placement and Removal of Temporary Fills.** Temporary fills in wetlands must be placed on a horizontal marker layer, such as fabric or certified weed-free straw, to delineate the pre-project ground elevation and facilitate complete fill removal and site restoration.
  5. **Erosion and Sediment Control Blanket.** All erosion control blanket or fabric used in or adjacent to waters of the U.S. must be comprised of degradable material to ensure decomposition. Do not use material that includes stabilized netting or stabilized open mesh, as these products take a long time to degrade and they can trap small animals, birds, amphibians and fish. This prohibition also applies to mesh materials used for wattles, rolled materials, and bank wraps. Erosion control blanket or fabrics that break down within 24 months are acceptable. Non-degradable blankets or fabric may be allowed on a case-specific basis if it will be buried beneath riprap or structures and it is not likely to be exposed. Non-degradable blanket or fabric that becomes exposed within waters of the U.S. must be removed.
  6. **Suitable Material.** NWP General Condition No. 6 prohibits the use of unsuitable material. Specific criteria can be found in the Omaha District's "Generic Prohibitions Regarding the Use of Certain Materials as Fill in Waters of the United States" and MT Department of Environmental Quality's (DEQ) "Specifications for use of Concrete Riprap for Streambank Stabilization," which apply to proposed work in jurisdictional waters.

## **REGIONAL CONDITIONS APPLICABLE TO SPECIFIC NATIONWIDE PERMITS**

7. **NWP-3 – Maintenance and NWP-45 – Repair of Uplands Damaged by Discrete Events.** The definition of "discrete event," as used in these permits, includes, but is not limited to, unexpected natural and human-caused events such as fires, storms, landslides, avalanches, earthquakes, accidents, debris or ice jams, and floods. For the purpose of the NWPs, discrete event floods are stream flow events that overflow the OHWM.
8. **NWP-7 – Outfall Structures and Associated Intake Structures and NWP-12 – Utility Line Activities.** Inlet screens for intakes in the Yellowstone River or the Missouri River in Blaine, Chouteau, Custer, Dawson, Fergus, Garfield, McCone,

Petroleum, Phillips, Prairie, Richland, Roosevelt, Valley and Wibaux Counties must be installed on all pump intakes with a screen mesh opening size no larger than 0.25 inch. Water intake velocities must not exceed 0.5 foot per second through the mesh. Intakes must be located in the deepest water available and be elevated off the bottom of the river bed.

**REGIONAL CONDITIONS APPLICABLE ONLY TO THE SPECIAL RIVER  
MANAGEMENT ZONE OF THE UPPER YELLOWSTONE RIVER**

**Special River Management Zone (SRMZ) of the Upper Yellowstone River** is defined within the Special Area Management Plan (SAMP) as the 48-mile reach of the upper Yellowstone River (River Miles 531.8 to 483.6) from upstream of Emigrant River downstream to a few miles below the Shields River and Mission Creek confluences (0.7 miles downstream from the bridge at the community of Springdale). It includes secondary channels, side channels, and the main (primary) channels, and adjacent wetlands within the channel migration zone (CMZ) or, in absence of a CMZ, within areas flooded by the 100-year discharge. The SRMZ is located entirely within Park County.

In addition to Regional Conditions 1 through 8, the following Regional Conditions 9 through 24 apply within the SRMZ described above:

9. **SRMZ – Notification – All NWP**s. Permittees must notify the Corps in accordance with General Condition No. 32 (PCN) for any regulated activity in waters of the U.S. within the SRMZ. This includes all activities within the Yellowstone River, the portions of tributaries within the SRMZ, and wetlands within the SRMZ.
  10. **SRMZ – Emergency Work**. Activities requiring a Department of the Army (DA) Permit that is necessary to prevent imminent loss of life or property is allowed within the SRMZ. Contact the Corps as soon as reasonably possible by telephone at 406-441-1375 and/or by Fax at 406-441-1380. Contact may also be made in person or by sending an e-mail to: CENWO.ODRMT@usace.army.mil. All such work will be fully reviewed under the SAMP provisions.
  11. **SRMZ - NWP**s **Revoked for Use**. The following NWP
- NWP 17 - Hydropower Projects
  - NWP 21 - Surface Coal Mining Activities
  - NWP 29 - Residential Developments
  - NWP 39 - Commercial and Institutional Developments
  - NWP 42 - Recreational Facilities
  - NWP 43 - Stormwater Management Facilities
  - NWP 44 - Mining Activities
  - NWP 45 - Repair of Uplands Damaged by Discrete Events
  - NWP 49 - Coal Remining Activities

## **NWP 50 - Underground Coal Mining Activities**

12. **SRMZ – Activities Requiring Individual Permit Review.** The following project activities are not authorized under a NWP in the SRMZ. These projects typically have more than minimal adverse impacts and must be reviewed under standard (individual) permit procedures.

- a. New dams, new diversions, and/or new impoundments for any purpose;
- b. Construction of ponds and new artificial stream channels, unless they are necessary and appropriate elements of a stream or wetland restoration project;
- c. Hydraulic dredging and mining and mechanical excavation to obtain aggregate, fill material, or minerals, including gold. Processing of material for the purpose of obtaining select minerals or a specific gradation of material, where only a portion of the sediment or alluvium is removed and the remainder returned to the SRMZ, is not allowed under a NWP in the SRMZ.

13. **SRMZ - Bank Stabilization Activities - All NWPs.** For bank stabilization activities associated with any NWP, including maintenance of bank stabilization, the following Regional Conditions apply:

For bank revetments such as riprap, root wads, bioengineered revetments, or combination revetments, a. through e. apply:

- a. Revetments must conform to the existing eroded or eroding bankline, unless such work is determined by the Corps to be biologically or geomorphically beneficial for the upper Yellowstone River.
- b. Revetment slopes must be flatter than the angle of repose for the selected revetment material. For example, rock riprap normally needs to be placed on a slope flatter than 1.5H:1V.
- c. Revetments are only permissible under NWPs if they are parallel to and near the lateral boundaries of the SRMZ.
- d. Revetments must not extend above the elevation of the adjacent natural bank height (i.e., no new levees).
- e. Revetments must not wholly or partially block flows from entering a side channel, secondary channel, or an overflow channel, unless such work is determined by the Corps to be necessary for maintaining or restoring the geomorphic integrity of the upper Yellowstone River.

For bank stabilization structures that project into the stream, such as weirs, barbs, vanes, or hard points, f. through k. apply:

- f. Bank stabilization structures must not wholly or partially block flows from entering a side channel, secondary channel, or an overflow channel, unless such work is determined by the Corps to be necessary for maintaining or restoring the geomorphic integrity of the upper Yellowstone River.

- g. Bank stabilization structures are only permissible under NWP's if they result in an effective bankline that is approximately parallel to and near the lateral boundaries of the CMZ.
  - h. Bank stabilization structures must be keyed into the bank far enough to prevent flanking.
  - i. Bank stabilization structures cannot occupy more than 10% of the bankfull channel area. Bankfull channel area pertains to the specific primary or secondary channel in question, and is not the aggregate channel area of all primary and secondary channels in multi-channel reaches.
  - j. Bank stabilization structures must not present hazardous obstructions to boating, floating, or other river uses.
  - k. Bank stabilization structures that are low in elevation, project only a short distance out from the bank, and angle upstream are more likely to qualify for NWP's because they typically result in less adverse impact on aquatic resources than structures that are tall, long, and point downstream.
14. **SRMZ – Temporary Bank Stabilization – All NWP's.** Temporary bank stabilization is prohibited during seasonal high flows.
15. **SRMZ – Sediment Management – All NWP's.** Sediment removal is allowable only to maintain function of existing facilities and structures, or as necessary to maintain or restore the geomorphic integrity of the upper Yellowstone River. Diversion or removal of sediment or alluvium from the river channel and adjacent wetlands for other purposes is not allowed in the SRMZ under any NWP.
16. **SRMZ – Temporary Vegetation Impacts – All NWP's.** Limit clearing of riparian or wetland vegetation to the absolute minimum necessary. Where temporary riparian or wetland vegetation impacts are unavoidable, mow or cut off the vegetation above the ground, leaving the topsoil and root mass intact. Restore temporarily disturbed areas to original contours and use seeding and planting as necessary to re-establish desirable vegetative cover, utilizing native species in areas where native species were impacted.
17. **SRMZ – NWP-11 – Temporary Recreational Structures.** Temporary recreational structures can be installed no earlier than seven (7) calendar days in advance of an event and must be removed no later than seven (7) calendar days after the event concludes.
18. **SRMZ – NWP-12 – Utility Line Activities.** Trench excavation and backfill for utility lines is prohibited within the OHWM of main and secondary flow channels and in adjacent wetlands.
19. **SRMZ – NWP-13 – Bank Stabilization.** Construction of temporary or permanent levees is prohibited. Only bank stabilization that is parallel to and adjacent to the valley wall and/or SRMZ boundary is allowed. All other bank stabilization must be reviewed under standard (individual) permit procedures. Bank stabilization along

existing roads, ditches, fills, and structures already located along the valley wall is allowed under this Permit.

20. **SRMZ – NWP-14 – Linear Transportation Projects.** The construction of new transportation facilities in waters of the U.S. is prohibited under this NWP and must be reviewed under standard (individual) permit procedures. The expansion, modification, improvement, replacement, reconstruction, and upgrading of existing transportation facilities are allowed under this NWP within the SRMZ.
21. **SRMZ – NWP- 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities.** The construction of water control structures, dikes, berms, current deflectors, bank stabilization, and ponds is prohibited within the CMZ of the upper Yellowstone River unless it is demonstrated the proposed features contribute to the restoration or rehabilitation of previously lost or impaired functions of the upper Yellowstone River and adjacent aquatic areas.
22. **SRMZ – NWP-30 – Moist Soil Management for Wildlife.** Fire breaks within the CMZ of the upper Yellowstone River must be reclaimed and restored within six (6) months after the fire event ends.
23. **SRMZ – NWP-33 – Temporary Construction, Access, and Dewatering.** Construction of temporary levees and other structures or fills in waters of the U.S. that prevent or reduce overbank flow is prohibited.
24. **SRMZ – NWP 40 – Agricultural Activities.** Only those activities associated with the reduction of existing adverse impacts on the upper Yellowstone River may be authorized by this NWP. Examples of potentially allowable projects include work associated with livestock management; moving livestock watering areas off the river or out of the CMZ; removal of irrigation systems from the CMZ; and the removal or conversion of irrigation systems from flood irrigation to sprinkler irrigation.



March 6, 2017

Robert Cole  
Corps of Engineers, Helena Regulatory Office  
10 West 15<sup>th</sup> Street, Suite 2200  
Helena, Montana 59626

Re: Montana Department of Environmental Quality 401 Water Quality Certification (COE-2015-0017 RIN 0710-AA73-2017 Nationwide Permit Reissuance-Federal Register Vol. 82 No. 4)

Dear Mr. Cole:

The attachment to this letter (Parts A-E) constitutes the Montana Department of Environmental Quality's position on the subject Nationwide Permits. It should not result in an undue burden to either of our agencies, while still providing adequate water quality protection. Also, please find enclosed the Montana Department of Environmental Quality's December 5, 2000, guidelines for materials for stream bank stabilization as referenced in the attached certification.

We look forward to continuing the close cooperation and coordination between our two agencies. Please do not hesitate to contact myself (444-0240 JKenning@mt.gov) or Jason Garber (444-2734 JGarber2@mt.gov) if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kenning", is written over the word "Sincerely,".

Jon Kenning-Chief  
Water Protection Bureau

Cc: Tony Ott-EPA w/ Attachments

## **Water Quality Certification in Accordance With Section 401 of the Clean Water Act for the 2017 Nationwide Permits in Montana**

### **A. Certification**

DEQ is granting Section 401 Water Quality Certification (certification) for Nationwide Permits 1, 2, 4-11, 15-22, 24-27, 28-36, 38-44 and 46-50.

### **B. Special Conditions for Specific Nationwide Permits**

1) DEQ is granting certification for Nationwide Permits #3, #14, and #23 with the following additional condition: DEQ Water Protection Bureau – Discharge Permitting Program must be notified by the permittee within 48 hours of commencement of the regulated activity. Notification must be sent to [DEQWPBPublicComments@mt.gov](mailto:DEQWPBPublicComments@mt.gov). Notification shall include at minimum (a) the permittee name, (b) the project name, (c) the Nationwide Permit used for the project, (d) the Township, Range and Section, and (e) the project or regulated activity location in decimal latitude and longitude to the millionth degree (six significant figures to the right of the decimal point).

2) DEQ is granting certification of Nationwide Permit #12 (utility line activities) for projects where a static or vibratory plow is used and for projects where Horizontal Directional Drilling technology is implemented and no permanent impacts to State waters will occur. For all other projects that qualify under this Nationwide Permit, DEQ denies certification.

3) DEQ is granting certification of Nationwide Permit #13 (bank stabilization), Nationwide Permit #37 (emergency watershed protection and rehabilitation), and Nationwide Permit #45 (repair of uplands damaged by discrete events) for all projects equal to or less than 300 linear feet.

### **C. Waiver**

Nationwide Permit 54 (living shorelines) is waived as this Nationwide Permit only applies to coastal shorelines and the Great Lakes.

### **D. Denial**

Nationwide Permit #51 (land based renewable energy generation facilities), and Nationwide Permit #52 (water based energy renewable energy generation facilities). Nationwide #53 (removal of low head dams) is denied for the five year cycle so that DEQ can determine if the application of this new Nationwide Permit has detrimental effects on water quality.



### **E. General Conditions for Nationwide Permits**

The following general conditions apply to all certified Nationwide Permits as provided in A and B above.

- 1) This certification does not authorize the placement or construction of septic/leach systems or other sewage treatment facilities in wetlands.
- 2) This certification does not authorize construction of dams, except for aquatic restoration projects and temporary dams associated with construction activity.
- 3) This certification requires that materials used in stream bank or shore stabilization projects adhere to the Montana Department of Environmental Quality's December 5, 2000 guidelines for materials for stream bank stabilization. Tires may not be used to stabilize any banks in state waters.
- 4) This certification requires that all equipment be inspected for oil, gas, diesel, anti-freeze, hydraulic fluid and other petroleum leaks. Equipment cannot continue operating in or near the water if a leak is discovered. All such leaks will be properly repaired prior to equipment being allowed on the project site. Leaks that occur after the equipment is moved to the project site will be fixed that same day or the next day or be removed from the project area. If equipment is to be operated in or near water, a spill containment kit shall be available at the project site and DEQ shall be notified of spills.
- 5) This certification requires that all permittees shall, to the maximum extent practicable, incorporate and construct design features that eliminate bridge deck run-off containing sediment, salt, or other pollutants from discharging directly into state water. To the extent practicable, bridge deck run-off, should be directed to a detention basin of unspecified size prior to continuing into state waters.
- 6) This certification requires that riprap projects, to the extent practicable, avoid the use of geotextile fabric as riprap bedding material. To the extent practicable, riprap voids shall incorporate approximately 30-50% fines/soil and dormant plant material and/or root-stock.

### **F. Reopener Clause**

DEQ reserves the right to add or alter terms and conditions as appropriate to carry out its responsibilities with respect to water quality throughout the five year Nationwide Permit Cycle.



## **Policy on Streambank Stabilization**

This policy outlines the guidelines for approved materials to be used for streambank stabilization in Montana. This policy and a draft Environment Assessment were provided to the public for comment via public notice MT-00-10 issued September 18, 2000. Comments were accepted until October 17, 2000. The draft Environmental Assessment is adopted as the final Environmental Assessment with the Responses to Comments incorporated.

Signed into policy 12/05/00 by Bonnie Lovelace, Chief, Water Protection Bureau and 12/06/00 by Jan Sensibaugh, Administrator, Permitting & Compliance Division.

### **GUIDELINES FOR MATERIALS FOR STREAMBANK STABILIZATION**

The following guidelines represent the efforts of a work group composed of Conservation District representatives, natural resource consultants, environmental interests, and state and federal regulatory agencies. They are suggested by the Montana Department of Environmental Quality and not necessarily endorsed by all the work group members. These guidelines are only for use in areas where the use of high-density, angular rock is not practicable. (The term "practicable" means available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes [40 CFR 230.3(q)]). Sandstone or broken concrete may be acceptable alternatives to high-density, angular rock in certain situations, although local regulation may prohibit their use. The use of any river training device/structure may directly or cumulatively alter the ecology of Montana rivers and streams. Cumulative impact considerations may preclude the use of any river training device.

Bank stabilization projects are sometimes authorized under the following jurisdictions: Local Conservation District - Natural Streambed & Land Conservation Act (310); Montana Department of Fish Wildlife and Parks - Stream Protection Act (SPA124); County Floodplain Administrator - Floodplain Permit; U.S. Army Corps of Engineers - Section 404/10 Permit; Montana Department of Environmental Quality - 75-5-318, MCA Authorization; Montana Department of Natural Resources and Conservation - Navigable Rivers Land Use License/Easement.

The following optional design concepts should be considered in conjunction with the guidelines to minimize environmental/aesthetic concerns:

- Utilize rock only in the lower\* portion or toe of the riprap with woody structures/features, biodegradable fabric, etc. in the upper\* portions.  
\* The elevation at which the mean annual flow occurs is the division between "upper" and "lower."
- Incorporate soil in the upper portions of the project with appropriate woody (usually willow) plantings as near average water elevations as possible and herbaceous plantings elsewhere.
- Provide a temporary or permanent buffer strip (streamside area where protection promotes growth and sustenance of woody vegetation) along the project length to provide for vegetation stability where grazing or recreational use may impact plant growth.
- Preferably, plantings should be on slopes of 3:1 or flatter and irrigated, if possible.

(*Note:* Numerous documents with more detailed information are available. Contact the Natural Resource Conservation Service or the Department of Natural Resources and Conservation for their "Stream Project Manual.")



# **APPENDIX B**

## **Joint Permit Application**

Revised: <a href="#">5/12/2021</a> <a href="#">310 Form 270 and Instructions may be downloaded from:</a> <a href="http://dnrc.mt.gov/licenses-and-permits/stream-permitting">http://dnrc.mt.gov/licenses-and-permits/stream-permitting</a>	<b>CD/AGENCY USE ONLY</b>		Application # <a href="#">Click to enter text.</a>	Date Received _____	Date _____
	Date Accepted _____	Date _____	Initials _____	Initials _____	Date FW: to _____
<i>This space is for all Department of Transportation and SPA 124 permits (government projects).</i>					
Project Name	<a href="#">Click to enter text.</a>				
Control Number	<a href="#">Click to enter text.</a>	Contract Letting Date	_____		
MEPA/NEPA Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, #C5 of this application does not apply.		

## JOINT APPLICATION FOR PROPOSED WORK IN MONTANA'S STREAMS, WETLANDS, FLOODPLAINS & OTHER WATER BODIES

**This is a standardized application to apply for one or all local, state, or federal permits listed below.**

- Refer to instructions to determine which permits apply and submit a signed application to each applicable agency.
- Incomplete applications will result in the delay of the application process.
- The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.
- **Other laws may apply.**

	<u>PERMIT</u>	<u>AGENCY</u>	<u>FILL OUT SECTIONS</u>	<u>FEE</u>
	310 Permit	Local Conservation District	A - E and G	Inquire locally
	SPA 124 Permit	Department of Fish, Wildlife and Parks	A - E and G	No fee
	318 Authorization 401 Certification	Department of Environmental Quality	A - E and G	\$250 (318); \$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	A - E and G	\$50, plus additional fee
X	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers (USACE)	A - G F1-8	Varies (\$0 - \$100)
	Floodplain Permit	Local Floodplain Administrator	A - G	Varies by city/county (\$25 - \$500+)

### A. APPLICANT INFORMATION

**APPLICANT NAME** (person responsible for project): Broadwater County

Has the landowner consented to this project?  Yes  No

Mailing Address: 515 Broadwater, Townsend, MT 59644

Physical Address: same

Cellphone: 406-980-2050 Home Phone: Office 406-980-2050 E-Mail: commissioners@co.broadwater.mt.gov

**LANDOWNER NAME** (if different from applicant): Bureau of Reclamation, Dan Stremcha, Mgr.

Mailing Address: 7700 Canyon Ferry Road, Helena, MT 59602

Physical Address: same

Cellphone: 406-591-4634 Home Phone: Office 406-475-3923 E-Mail: dstremcha@usbr.gov

**CONTRACTOR/COMPANY NAME (if applicable):** NA

**PRIMARY CONTACT NAME:** [Click here to enter name](#)

Mailing Address: [Click here to enter name or N/A.](#)

Physical Address: [Click here to enter name or N/A.](#)

Cellphone: [Click here to enter or N/A.](#) Home Phone: [Click here to enter or N/A.](#) E-Mail: [Click here to enter or N/A.](#)

## B. PROJECT SITE INFORMATION

1. NAME OF **STREAM** or **WATER BODY** at project location Canyon Ferry Reservoir  
Project Address/Location: Broadwater Bay, Silos Recreation Area Nearest Town Townsend, MT  
County C Geocode: [Click here to enter text.](#)  
NW1/4 of the NW 1/4 of, Section 35 Township 8N, Range 1E  
Latitude 46.41302 Longitude -111.57080 Refer to section B1 in the instructions.  
See Attachment #1: GPS screenshot of project location.
2. Is the proposed activity within **SAGE GROUSE** areas designated as general, connected, or core habitat?  
Yes  No  Attach consultation letter if required. Refer to section B2 in the instructions.  
See Attachment #2: Sage Grouse habitat map for Broadwater County.
3. Is this a **STATE NAVIGABLE WATERWAY**? The state owns beds of certain navigable waterways.  
Yes  No  If yes, send a copy of this application to the appropriate DNRC land office. Refer to section B3 in the instructions.
4. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands. What vegetation is present? Refer to section B4 in the instructions.  
See Attachment # 3: Current Condition Description.

## C. PROPOSED PROJECT OR ACTIVITY INFORMATION

1. **TYPE OF PROJECT** (check all that apply) Refer to section C1 in the instructions.  
 **Agricultural and Irrigation Projects:** Diversions, Headgates, Flumes, Riparian fencing, Ditches, etc.  
 **Buildings/Structures:** Accessory Structures, Manufactured Homes, Residential or Commercial Buildings, etc.  
 **Channel/Bank Projects:** Stabilization, Restoration, Alteration, Dredging, Fish Habitat, Vegetation or Tree Removal, or any other work that modifies existing channels or banks.  
 **Crossings/Roads:** Bridge, Culvert, Fords, Road Work, Temporary Access, or any project that crosses over or under a stream or channel.  
 **Mining Projects:** All mining related activity, including; Placer Mining, Aggregate Mining, etc.  
 **Recreation related Projects:** Boat Ramps, Docks, Marinas, etc.  
 **Other Projects:** Cistern, Debris Removal, Excavation/Pit/Pond, Placement of Fill, drilling or directional boring, Utilities, Wetland Alteration. Other project type not listed here: excavation of lakebed materials to the mouth of Broadwater Bay to extend an earlier designed and approved boat access into Canyon Ferry Reservoir.
2. **IS THIS APPLICATION FOR** an annual maintenance permit?  Yes  No  
(If yes attach annual plan of operation to this application) – Refer to section C2 in the instructions.  
See attachment # 4: Annual Maintenance Plan.
3. **WHY IS THIS PROJECT NECESSARY? STATE THE PURPOSE OR GOAL** of the proposed project. Refer to section C3 in the instructions.

The purpose of this project is to complete the originally designed excavation of the boat access channel from the Broadwater Bay boat ramp to the lake. The channel is designed to be at a uniform depth of 3775 feet msl to allow for safe passage of boats at the lower water levels. The original purpose was to “dredge Broadwater Bay to provide boaters with a safe deep-water access on the south west side of Canyon Ferry Reservoir.” The results of the original excavation are that the Broadwater Bay has become the premier boating access site on Canyon Ferry Reservoir. On summer weekend days there are over 200 boats per day going into and out of the bay and using the ramp. In years of adequate water depth, the bays boat launch facilities are heavily used from spring ice-off to ice-on in the fall. The bay does provide a refuge for boaters when the winds create rough unsafe water conditions out on the lake.

However, the original channel excavation was not completed to the length and uniform depth as planned. Water levels began to rise and shoreline areas where equipment was operating from became soft and unstable. This left a berm/channel plug of existing lakebed higher than the designed uniform channel bottom which blocks access to the lake during low water periods in spring and fall. Since the original excavation of the Bay there has been some wave and ice created movement of shoreline

materials that have silted in the channel reducing its width and depth. The berm creates a public safety hazard as water levels drop or rise in fall or spring periods. Boaters get grounded, damaging their boats and motors. Grounded boats put people at risk when trying to remove their boats from the gravel berm. Emergency Broadwater County Search and Rescue operations utilize this bay as their primary access onto the lake for their call-outs and are restricted accessing the lake during these shoulder season periods with low water.

The restricted boating access is an economic loss to the community businesses and Broadwater County. Local businesses that rely upon the recreating public for business are being impacted by loss of business when boat access in Broadwater Bay is lost or reduced by seasonal or low water use of the reservoir and adjacent campgrounds.

The recreating public has reduced access to the lake for fishing, hunting access and general lake use.

There is a need to complete the originally designed uniformly level bottom boat channel excavation for safety, health, recreational and economic reasons. The preferred excavation is to do it when the lake is low and the channel is dry. However, should the lake not drop enough to dry the channel there is still a need to open the remaining channel as originally designed.

See Attachment #5, Original Bureau of Reclamation EA and FONSI, October 26, 2000.

**4. PROVIDE A BRIEF DESCRIPTION** of the proposed project plan and how it will be accomplished. Refer to section C4 in the instructions.

Broadwater County proposes to follow the designs as originally approved for excavation of Broadwater Bay boat channel in 2003. This project proposal lies completely within the approved project boundaries and utilizing the same design standards and drawings as approved in the 2003 permit. This proposal is to complete the bay boat channel out to the main lakebed as designed creating a uniformly level channel bottom to 3775 feet msl. The same original design plans are still to be used and are being re-submitted with this application. There is 400 feet of channel that needs to be excavated to the uniform depth of 3775 feet msl to clear the current plug and washed in material. Mechanized equipment will be used to complete the excavation and material removal. Equipment likely is a long reach excavator(s) to do the excavation of the channel material from the shoreline and a dump truck(s) to remove excavated material to the waste site previously used for the 2005/6 excavation waste material, approximately 1350 feet to the west. At the waste material dump site, a crawler tractor, front end loader or motor grader will be used to level excavated materials. Excavated waste material will be placed on the now existing waste pile on the west side of the boat ramp parking lot. Soil sediment fencing will be placed along the active work site shoreline and water turbidity mitigation barrier will be utilized at the mouth of the boat channel if the channel is not dry at the time of excavation. Duration of work is expected to be a few days to a few weeks but may be ongoing for up to a month depending upon weather and water level conditions. Portable mats or a gravel-based platform may be used to provide solid platforms for equipment to operate from on each side of the bay as necessary. We expect all excavation can be completed from the north side of the bay however if it cannot we would also work from the south shoreline. The gravel platforms will utilize shoreline gravels that will be replaced to its original shape once excavation equipment is leaving the site. Should the platforms for the excavation equipment require more material than we can get from the lakebed we would use the waste pile of material originally excavated back in 2005-2006 and stockpiled. Any material used will be removed and returned to the waste pile area when excavation is completed.

See Attachment #6: Work Plan for the Construction of Broadwater Bay Phase V and Design drawings.

**5. WHAT OTHER ALTERNATIVES were considered to accomplish the stated purpose of the project? Why was the proposed alternative selected? Refer to section C5 in the instructions.**

The only alternative considered at this point is to leave the berm in the channel.

Various types of equipment may be used as long as they operate within the requirements of the permits and designs. Excavated materials could be spread across the existing shoreline so it does not have to be hauled to the waste site however we felt removal to be the best long-term option

**6. NATURAL RESOURCE BENEFITS OR POTENTIAL IMPACTS. Please complete the information below to the best of your ability.**

\* Explain any temporary or permanent changes in erosion, sedimentation, turbidity, or increases of potential contaminants. What will be done to minimize those impacts?

This proposal creates minimal positive benefits to natural resources since it is excavation of part of the lakebed that is normally under water. It may create better fish passage into the Broadwater Bay in low water years. We do not see benefits nor impacts to the lakebed soils, aquatic habitat, water quantity or quality or riparian vegetation.

Temporary impacts may occur to water turbidity while the final channel is excavated and the berm blocking access into the lake is removed. If the channel is not completely dry a turbidity curtain can be installed beyond the end of the excavation until sediment settles. Disturbance during excavation is no greater than the daily wave action of the lake when at this level. The length of work needed, limited amount of excavation and no riparian vegetation involved limits any other resource impacts.

All work will be within the originally designed project area, no excavation will occur that does not meet the original designs and within the originally identified work boundaries.

1. Will the project cause temporary or permanent impacts to fish and/or aquatic habitat? What will be done to protect the fisheries?

This project does not create any permanent adverse impacts to fish or aquatic habitats. It will allow for fish passage into and out of the Broadwater Bay to a lower water level (3775") that is several feet lower than currently exists when the channel has the plug in it.

This project may create a turbidity impact but should be minimal for fish and any aquatic habitat in this depth of the lake and in the lowest water levels when work is expected to be accomplished.

2. What will be done to minimize temporary or permanent impacts to the floodplain, wetlands, or riparian habitat?

This project does not occur in or impact designated floodplains, wetlands or riparian habitat. However, the anticipated work will occur during the lowest anticipated lake drawdown levels, usually occurring prior to April 30th of each year.

3. What efforts will be made to decrease flooding potential upstream and downstream of project?

This project will have no effect on flooding potential since it is in the lakebed at its lowest water level times.

4. Explain potential temporary or permanent changes to the water flow or to the bed and banks of the waterbody. What will be done to minimize those changes?

This project will allow for a longer free water movement into and out of Broadwater Bay down to 3775" msl. Excavation of the remaining channel length will create engineer designed slopes and flat bottom and is similar to most of the natural topography associated with this reservoir. Over time, years, wave action and ice movement of lakeshore gravels may fill in portions of the most exposed portions of the channel and may need to be re-excavated to maintain the design and uniform function of the channel. This will only occur during the abnormally low water years.

5. How will existing vegetation be protected and its removal minimized? Explain how the site will be revegetated. Include weed control plans.

There is no vegetation in the excavation zone and access to the shoreline is via already existing gravel travel ways onto the beach lakeshore areas.

## D. CONSTRUCTION DETAILS

- 1. PROPOSED CONSTRUCTION DATES.** Include a project timeline. Start date 11/29/2021  
Finish date 4/30/2022 How long will it take to complete the project? 30 days Is any portion of the work already completed?  
 Yes  No (If yes, describe previously completed work.)

Refer to section D1 in the instructions.

This project proposal is to complete the final boat access channel excavation out of Broadwater Bay that was done in 2005/2006. Utilizing the original project contract for removal of 210,460 cy and with a residual of 3695cy of the project as originally designed the project is 99 percent complete and we are just trying get the last 1% completed. The bay is completed, boat ramps are done and the channel excavation is nearly completed but was halted due to equipment suitability and rising water levels. Low water this year presents the opportunity to finish the original planned excavation needed using the same excavation designs. Materials washed into the channel at or near the current mouth of the channel over the past 15 years will be removed along with the channel plug.

Attachment #7: Phase drawing with completion

- 2. PROJECT DIMENSIONS** Describe length and width of the project. Refer to section D2 in the instructions.

The original project channel design was for 1000' of excavation from the boat ramp, about 600 feet were completed leaving about 400 feet to complete. We intend to bring portions of the original excavation back to the 3775' msl if we find places that have silted in and are accessible without disturbing any of the placed rip-rap, then finish the residual length of the channel as designed. Channel width is designed to be from 145 – 75 feet wide at the top. The channel bottom is designed to be 70 feet wide through this last section of excavation and an excavation depth of 5 to zero feet at the end of the channel. This will bring the entire boat access channel to a uniform channel bottom depth of 3775" msl.

Area treated is 400 feet of channel at 65-70 feet wide and comes to 42,000 SF or .96 acres.

This excavated channel is 22' below full pool and 25 feet below flood pool for Canyon Ferry. This channel is only exposed at the 3775' msl at very low pool and only susceptible to wave action near that level.

See Attachment #6: Original Design engineer design sheets for the Bay and channel.

- 3. EQUIPMENT.** List all equipment that will be used for this project. How will the equipment be used on the bank and/or in the water? Note: All equipment used in the water must be clean, drained and dry. Refer to section D3 in the instructions.

Possible equipment would include one or two long reach excavators capable of spanning the designed channel width from the dry shorelines. A long reach drag-line could also be used. Excavators would remove the channel material and place into dump trucks that will haul excavated material to the waste site. It may be necessary to build a gravel platform for stability of the machines or place structural mats to stabilize equipment on the shoreline. Gravel platforms would be built from lakebed material that is out of the water and reshaped once completed or utilize original excavated materials that have been stockpiled on site since the 2005/2006 excavation. Structural mats will be removed once excavation is complete.

A dump truck will be used to haul excavated materials to the already existing waste pile site on the west end of the Broadwater Bay parking lot, about 1350 feet to the west. A dozer or grader may be utilized to level and smooth the waste material at the waste stockpile site. A water turbidity fence or a coffer dam will be used in the lake if the channel excavation still has water in it at time of excavation of the berm/plug. Shoreline erosion control fencing will be used where excavation is occurring.

Will equipment from out of state be used? YES  NO  UNKNOWN

Will the equipment cross west over the continental divide to the project site? YES  NO  UNKNOWN

Will equipment enter the Flathead Basin? YES  NO  UNKNOWN

- 4. MATERIALS.** Provide the total quantity and source of materials proposed to be used or removed. Note: This may be modified during the permitting process therefore it is **recommended you do not purchase materials until all permits are issued.** List soil/fill type, cubic yards and source, culvert size, rip-rap size, any other materials to be used or removed on the project. Refer to section D4 in the instructions.

Cubic yards/Linear feet	Size and Type	Source
No materials will be imported into this site. An un-estimated amount or previous excavated materials may be needed to build the excavation platforms to complete the 400 feet of excavation. They will be removed back to the waste pile when done.		
3965 CY	Removed materials will be mixed lakebed gravels.	Lakebed
	See Attachment # 9, Log of test Pits TP01-1, TP01-2, TP01-3 and TP01-4	



## E. REQUIRED ATTACHMENTS

1. **PLANS AND/OR DRAWINGS** of the proposed project. **Include:**
  6. Plan/Aerial view: Attachment #10, #11, #12
  7. an elevation or cross section view: Attachment #14
  8. dimensions of the project (height, width, depth in feet): Attachment #8
  9. location of storage or stockpile materials dimensions and location of fill or excavation sites Attachment #15
  10. drainage facilities
  11. location of existing/proposed structures, such as buildings, utilities, roads, or bridges: Attachment #16
  12. an arrow indicating north
  13. Site photos : Attachment #17
  
2. **ATTACH A VICINITY MAP OR A SKETCH** which includes: The water body where the project is located, roads, tributaries, other landmarks. Place an "X" on the project location. Provide written directions to the site. This is a plan view (looking at the project from above).  
**See attachment #10.**
  
3. **ATTACH ANNUAL PLAN OF OPERATION** if requesting a **Maintenance 310 Permit**.  
  
See Attachment #4: Annual Maintenance Plan
  
4. **ATTACH AQUATIC RESOURCE MAP**. Document the location and boundary of all waters of the U.S. in the project vicinity, including wetlands and other special aquatic sites. Show the location of the ordinary high-water mark of streams or waterbodies. **if requesting a Section 404 or Section 10 Permit**. Ordinary high-water mark delineation included on plan or drawings and/or a separate wetland delineation.  
**See Attachment #13.**

**F. ADDITIONAL INFORMATION FOR U.S. ARMY CORPS OF ENGINEERS (USACE)  
SECTION 404, SECTION 10 AND FLOODPLAIN PERMITS.**

*Section F should only be filled out by those needing Section 404, Section 10, and/or Floodplain permits. Applicants applying for Section 404 and/or Section 10 permits complete F 1- 8. Applicants applying for Floodplain permits, complete all of Section F. Refer to section F in the instructions.*

FOR QUESTIONS RELATING TO SECTION F, QUESTIONS 1-8 PLEASE CONTACT THE USACE BY TELEPHONE AT 406-441-1375 OR BY E-MAIL [MONTANA.REG@USACE.ARMY.MIL](mailto:MONTANA.REG@USACE.ARMY.MIL).

1. Identify the specific **Nationwide Permit(s)** that you want to use to authorize the proposed activity. Refer to section F1 in the instructions.  
NWP- 35 Maintenance dredging of existing facilities.
2. Provide the **quantity of materials** proposed to be used in waters of the United States. What is the length and width (or square footage or acreage) of impacts that are occurring within waters of the United States?  
Channel varies from 145” to 75” in width and is 400 “ in length. Station by station calculations show the impact area of .96 acres.
3. How many cubic yards of fill material will be placed below the ordinary high-water mark, in a wetland, stream, or other waters of the United States? Note: Delineations are required of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Refer to section F2 in the instructions.  
No materials will be permanently imported to the site nor used in this final execution of the original project proposal. Some of the originally excavated by material may be used to establish the operating platform for the excavators on the dry lakebed but all of this material will be removed as the channel is excavated.
4. How will the proposed project avoid or minimize **impacts to waters of the United States?** Attach additional sheets if necessary. Refer to section F3 in the instructions.  
Excavation will occur during the lowest water levels of the year. Sediment fences may be installed along shoreline where excavation is occurring. Excavated materials will be removed by the excavator and placed into a dump truck for hauling. Materials will not be stockpiled on the shoreline.  
Turbidity fence or a coffer dam may be installed outside of the channel opening into the lake to prevent sediment from moving into the lake if the water level is above the finished channel level, 3775’ msl during excavation.
5. Will the project impact greater than 0.10-acre of wetland and/or more than 300 linear feet of stream or other waters? If yes, describe how the applicant is going to **compensate (mitigation bank, in-lieu fee program, or permittee responsible)** for these unavoidable impacts to waters of the United States. Refer to section F4 in the instructions.  
This project impacts existing lakebed well below the high-water levels (22-25 feet below) and does not impact wetlands or stream channels.
6. Is the activity proposed within any component of the **National Wild and Scenic River System**, or a river that has been officially designated by Congress as a **“study river”**? Refer to section F5 in the instructions.  
 Yes     No
7. Does this activity require permission from the USACE because it will alter or temporarily or permanently occupy or use a **USACE authorized civil works project? (Examples include USACE owned levees, Fort Peck Dam, and others)**? Refer to section F6 in the instructions.  
 Yes     No
8. List the **ENDANGERED AND THREATENED SPECIES** and **CRITICAL HABITAT(s)** that might be present in the project location. Refer to section F7 in the instructions.

See Attachment #5: Original Bureau of Reclamation EA and FONSI, October 26, 2000.

9. List any **HISTORIC PROPERTY(S)** that are listed, determined to be eligible or are potentially eligible (over 50 years old) for listing on the National Register of Historic Places.” Refer to section F8 in the instructions.  
The Bureau of Reclamation has previously assessed archaeological and historical resources and cleared the site originally. See Attachment 5: Original Bureau of Reclamation EA and FONSI, October 26, 2000.

**10. List all applicable local, state, and federal permits** and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit. Refer to section F9 in the instructions.

No other permits are determined to be required.

**11. List the NAMES AND ADDRESSES OF LANDOWNERS** adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists). See Attachment #5: Page 9, List of original public contacts.

**12. Please add :** Citizens Action Group for the Silos Recreation Area, PO Box 115, Townsend, MT 59644  
Bureau of Land Management, Butte Field Office Manager, Lindsey Babcock, 106 N. Parkmont, Butte, MT 59701

NAME OF **Adjacent Landowner:** [Click here to enter name](#) [Click here to enter Address](#)

NAME OF **Adjacent Landowner:** [Click here to enter name](#) [Click here to enter Address](#)

NAME OF **Adjacent Landowner:** [Click here to enter name](#) [Click here to enter Address](#)

NAME OF **Adjacent Landowner:** [Click here to enter name](#) [Click here to enter Address](#)

**13. Floodplain Map Number NA** Refer to section F11 in the instructions.

**14. Does this project comply with local planning or zoning regulations?** Refer to section F12 in the instructions.

Yes    No

Project complies with the Canyon Ferry Resource Management Plan.

## G. SIGNATURES/AUTHORIZATIONS

Some agencies require original signatures. **After completing the form**, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess' the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized. Refer to section G in the instructions.

APPLICANT (Person responsible for project):

Print Name: Mike Delger, Chair  
Broadwater County Commission

LANDOWNER:

Print Name: [Click here to enter name.](#)

\_\_\_\_\_  
Signature of Applicant                      Date

\_\_\_\_\_  
Signature of Landowner                      Date

\*CONTRACTOR'S PRIMARY CONTACT (if applicable):

Print Name: [Click here to enter name.](#)

NA \_\_\_\_\_

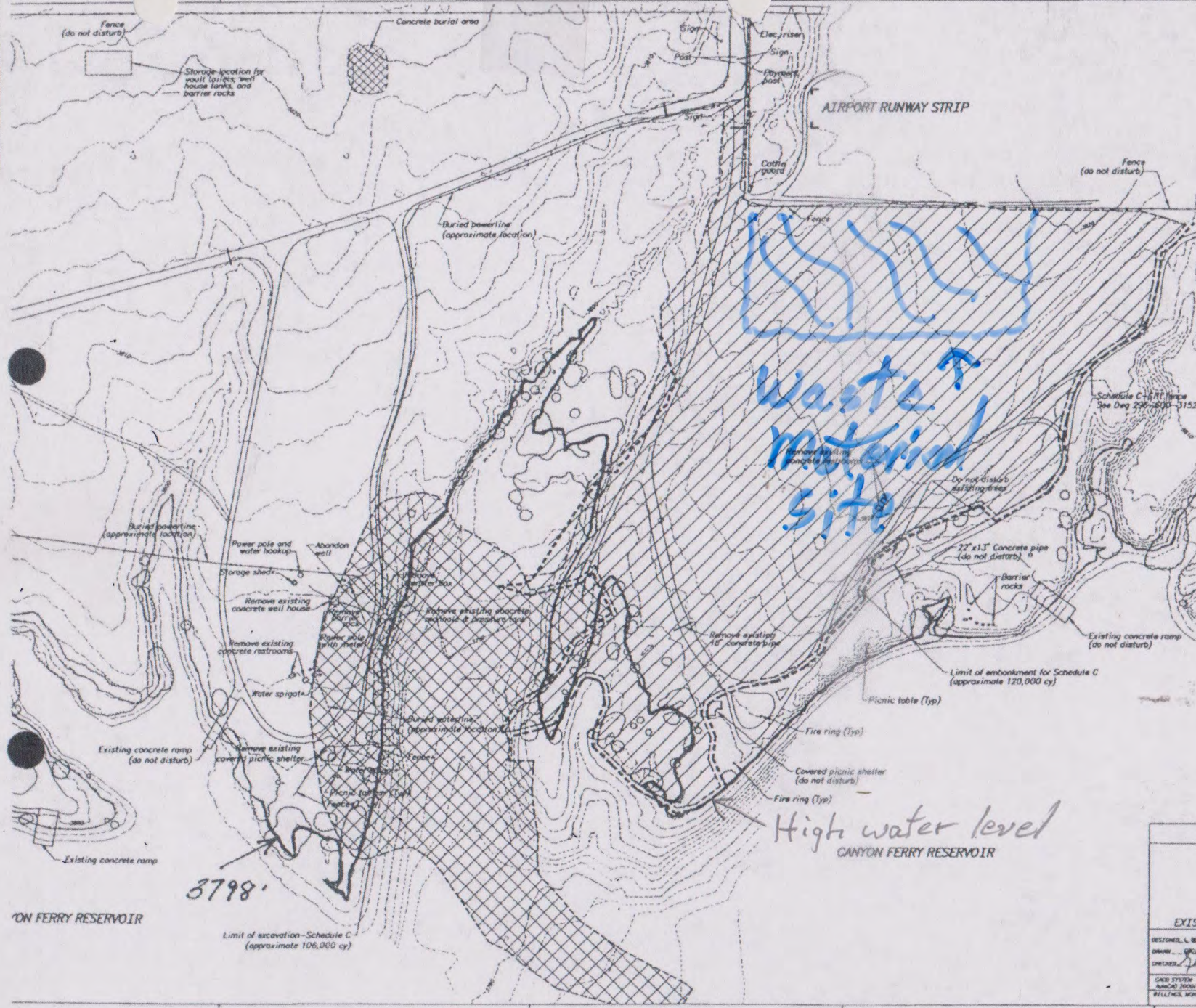
Signature of Contractor/Agent                      Date

\*Contact agency to determine if contractor signature is required.







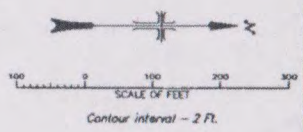





- NOTES**
1. Volume calculations for backfill areas are based on raw volumes.
  2. Begin fill on east side of fill area along catch line - filling to the west.

\* Facilities to be removed by the Government prior to construction.

-  Areas to be excavated Schedule C
-  Areas to be backfilled Schedule C



DEC 22 2002

 ALWAYS THINK SAFETY		
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION PLECK-SLOW MISSOURI BASIN PROGRAM CANYON FERRY UNIT - MONTANA BROADWATER BAY PROJECT WORK AREA <b>EXISTING CONDITIONS AND DEMOLITIONS AREA</b>		
DESIGNED BY: L. BEAF	REV. APPROVAL: <i>[Signature]</i>	DATE: 12/18/2002
DRAWN BY: <i>[Signature]</i>	SUBMITTED BY: <i>[Signature]</i>	DATE: 12/18/2002
CHECKED BY: <i>[Signature]</i>	APPROVED BY: <i>[Signature]</i>	DATE: 12/18/2002
DATE SYSTEM: JANUARY 2000	DATE FILENAME: 000000P.DWG	DATE AND TIME PLOTTED: 12/18/2002 16:03
MONTANA, MISSOURI		SHEET 1 OF 1
		296-600-3135

CANYON FERRY RESERVOIR

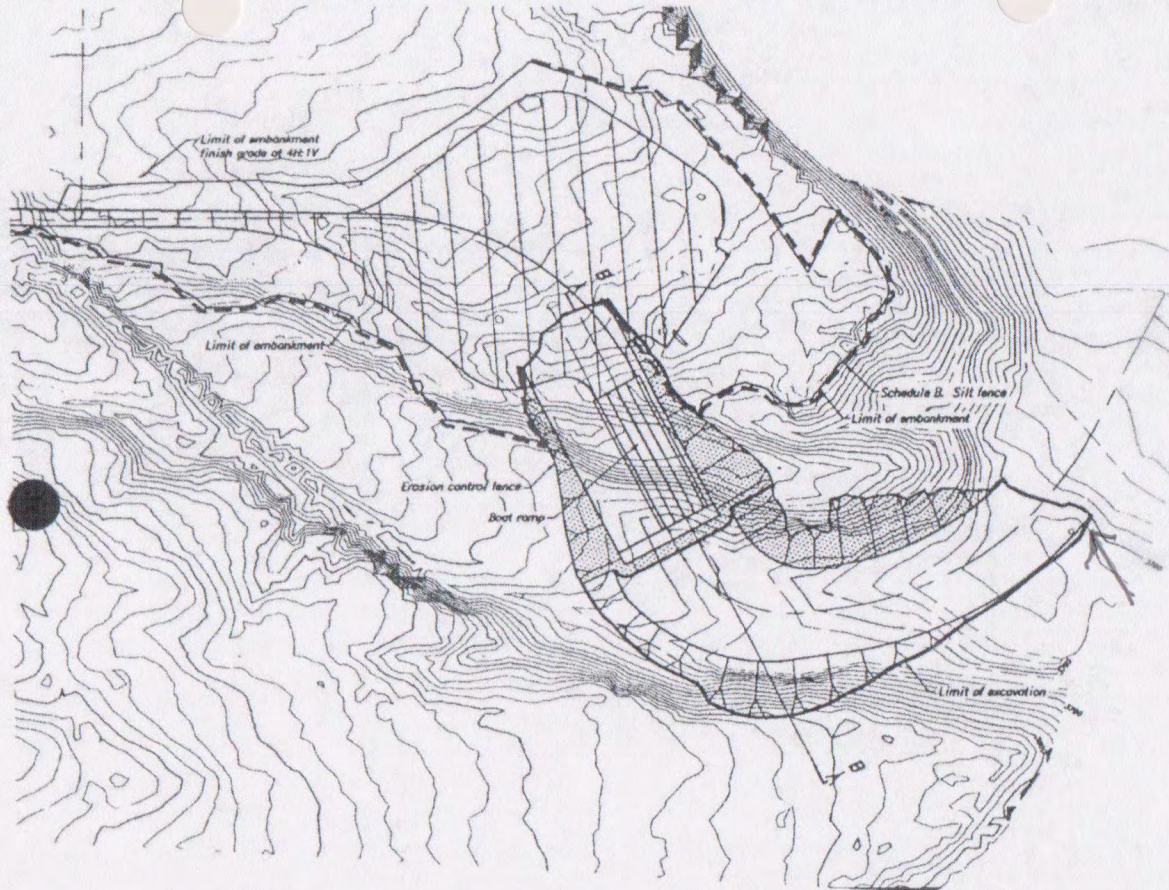
3798'

Limit of excavation - Schedule C (approximate 106,000 cy)

High water level  
CANYON FERRY RESERVOIR

Waste Material Site

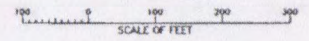




**NOTES**

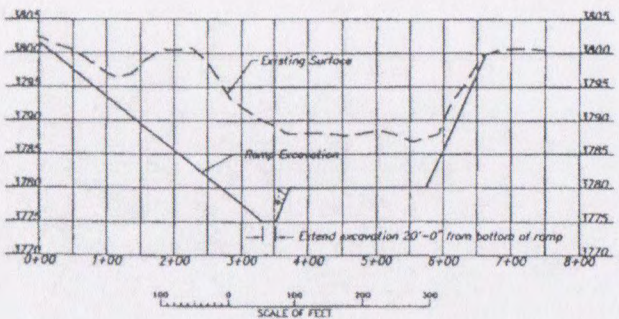
1. See Deg 296-600-3138 for boatramp profile and Deg 296-600-3141 for boat ramp section.
2. Begin placing embankment on the south and east limits to elevations described on drawing 296-600-3138, 3139, 3140, 3141, 3142, 3143, and 3144 and extending to the northern limit as shown on this drawing to the extent material is available. Finish grade the north edge of embankment at 4ft:1V.

*Phase 1+2 Completed*



**LEGEND**

- Area to receive gravel bedding
- Area to receive gravel surfacing



**SECTION B-B**

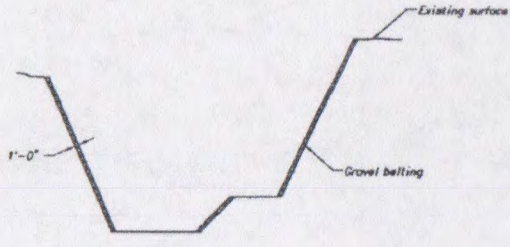
DEC 22 2002

ALWAYS THINK SAFETY	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION PICK-SLAW MISSOURI BASIN PROGRAM CANYON FERRY UNIT <b>BROADWATER BAY</b> RAMP & ACCESS - SCHEDULE B <b>PLAN</b>	
DESIGNED BY _____	CHECKED <i>[Signature]</i>
DRAWN BY _____	SEEN BY <i>[Signature]</i>
APPROVED <i>[Signature]</i> , P.E.	
CADW SYSTEM 12/2002 REVISION NUMBER	CADW FILENAME 0000000000 296-600-3172

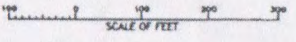


**NOTES**

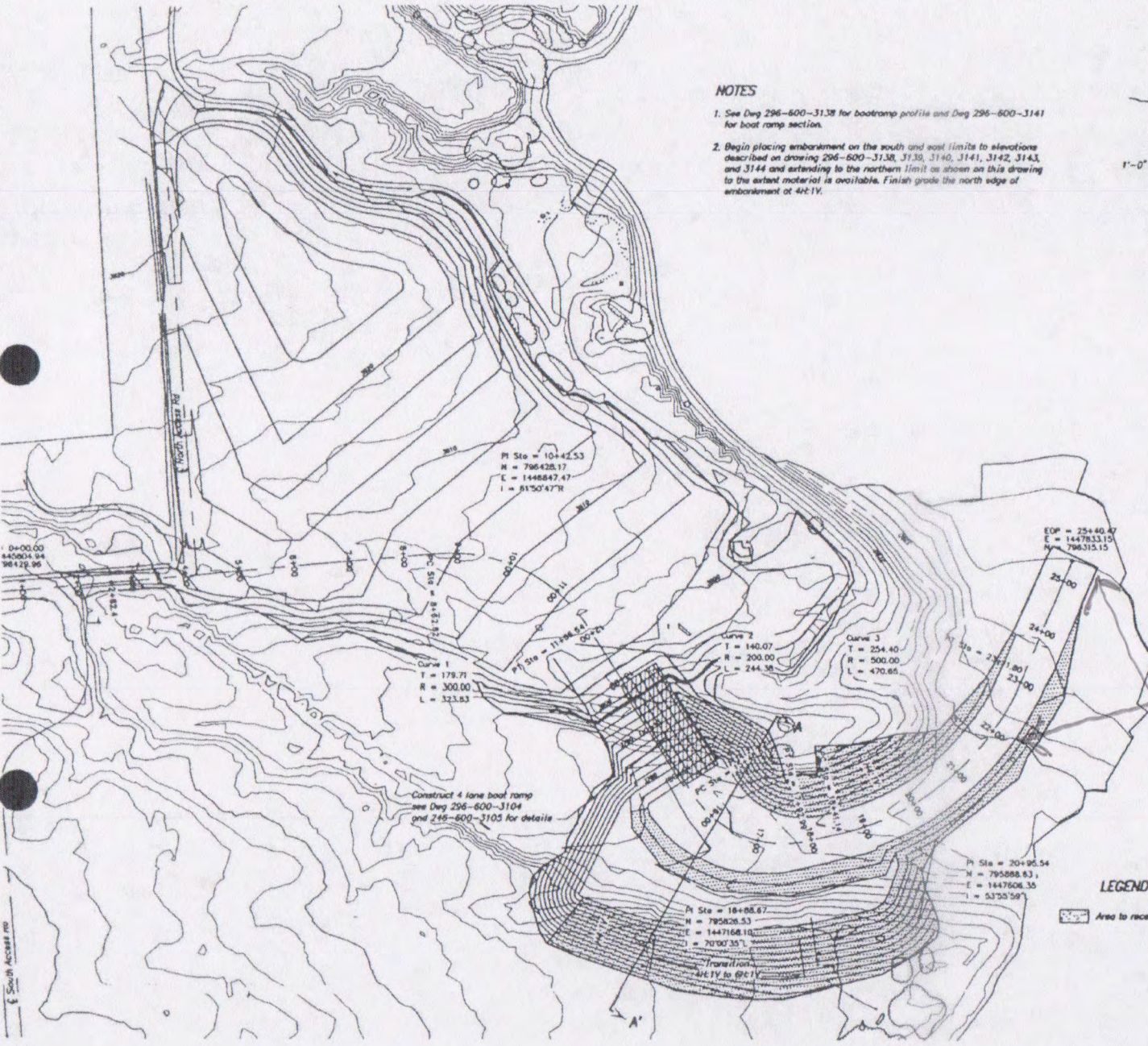
1. See Dwg 296-600-3138 for boattramp profile and Dwg 296-600-3141 for boat ramp section.
2. Begin placing embankment on the south and east limits to elevations described on drawing 296-600-3130, 3140, 3141, 3142, 3143, and 3144 and extending to the northern limit as shown on this drawing to the extent material is available. Finish grade the north edge of embankment at 4% IV.



SECTION A-A - TYPICAL BELTING



*Phase V this project*  
 For Schedule C  
 North access road see drawing 296-600-3137



**LEGEND**

Area to receive gravel belting

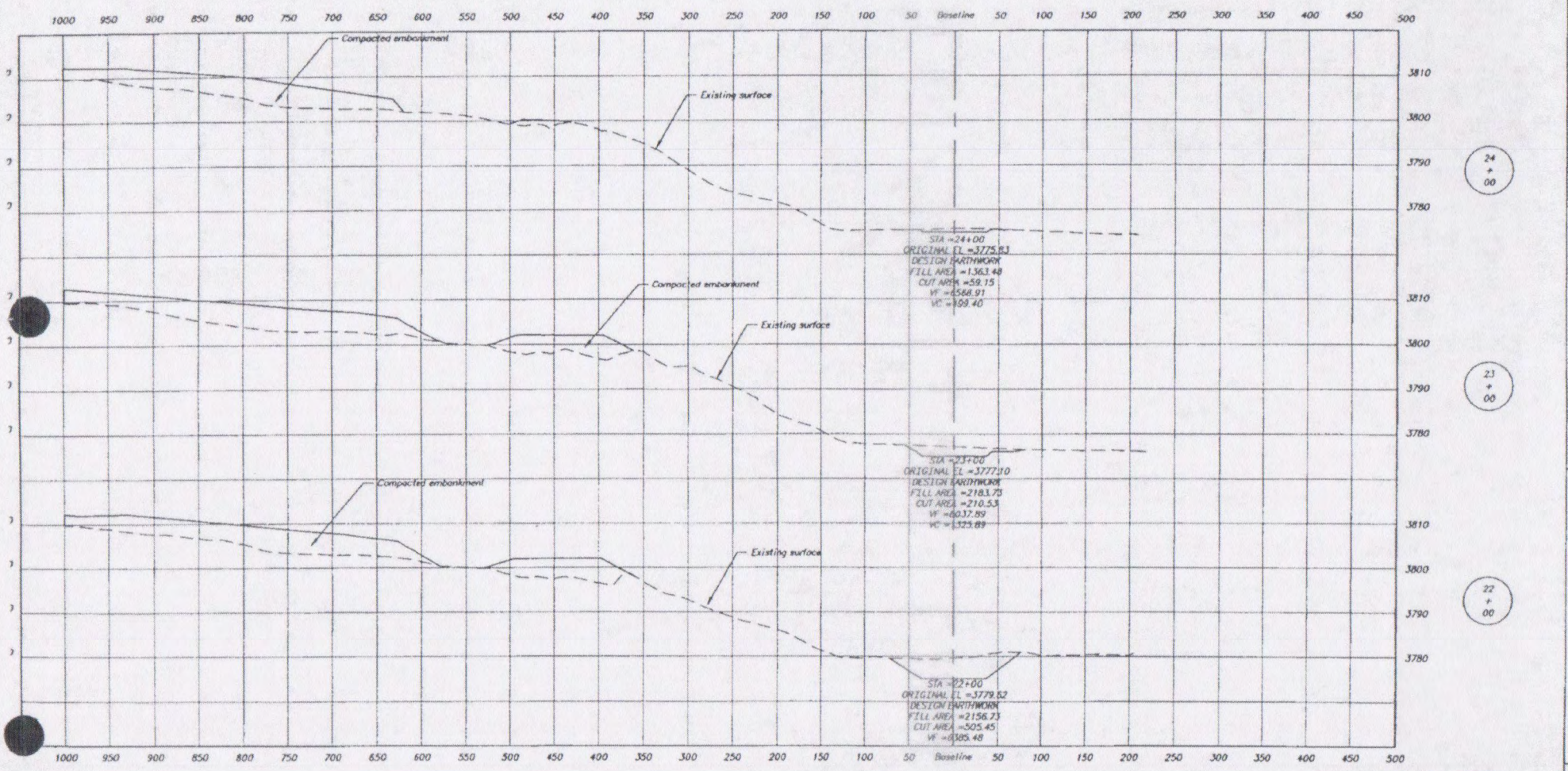
DEC 22 2002

ALWAYS THINK SAFETY	
LIMITED ONLY DEPARTMENT OF THE TERRITORY BUREAU OF HIGHWAYS PICK-SLOAN ALLEGORIE ENGINEERING PROGRAM CANYON FERRY LAKE - MCKEANNA <b>BROADWATER BAY</b> ACCESS RAMP AND CHANNEL ALIGNMENT - SCHEDULE C PLAN	
DESIGNED, L. NEW DRAWN ... CHECKED ... & G.L.	TECH. APPROVAL: <i>[Signature]</i> RIA SUBMITTED: <i>[Signature]</i> APPROVED: <i>[Signature]</i> P.E.
DATE SYSTEM 12/11/02 12/11/02, 12/11/02	DATE AND TIME PLOTTED 12/11/02 10:52 296-800-3138 SHEET 1 OF 1









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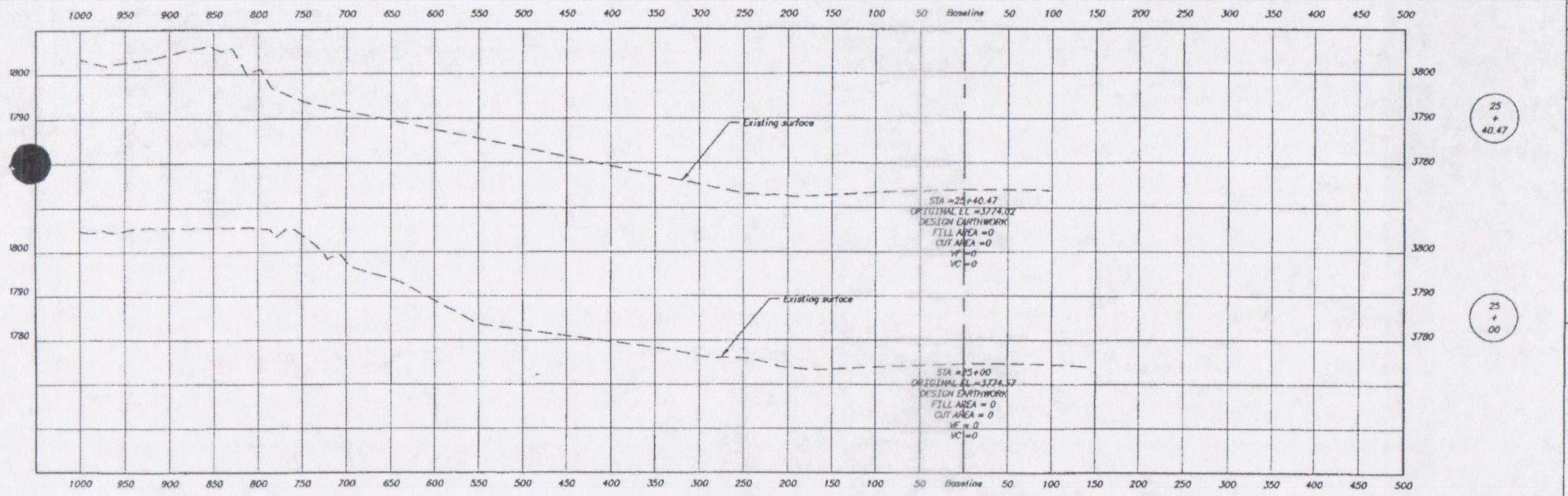
ALWAYS THINK SAFETY

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 PIICK-SLOAN MISSOURI BASIN PROGRAM  
 CANYON FERRY UNIT - MONTANA  
**BROADWATER BAY**  
 ACCESS, RAMP AND CHANNEL ALIGNMENT  
 CROSS SECTIONS 21+00 TO 24+00

DESIGNED BY: *[Signature]* TECH. APPROVAL: *[Signature]*  
 DRAWN BY: *[Signature]* SUBMITTED: *[Signature]*  
 CHECKED BY: *[Signature]* APPROVED: *[Signature]*

GRID SYSTEM NAD83 UTM	CAD FILENAME 20020808.DWG	DATE AND TIME PLOTTED 12/18/2002 12:35
BILLINGS, MONTANA	SHEETS OF 8	296-600-3143





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DEC 22 2002

ALWAYS THINK SAFETY <small>UNITED STATES</small> DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION PICK-SLOAN MISSOURI BASIN PROGRAM CANYON FERRY UNIT - MONTANA <b>BROADWATER BAY</b> ACCESS, RAMP, AND CHANNEL ALIGNMENT CROSS SECTIONS STA. 25+00 - 25+40.47		
DESIGNED BY L. BEW	REVISIONS JULY 2002, R.L.A.	
DRAWN BY ENGINEERING SUPPORT	SUBMITTED BY L.H. SELLER	
CHECKED BY G. B. JAC	APPROVED BY D. J. ANDERSON, P.E.	
CAD/CADD SYSTEM AUCAD 2000 METRIC WORKSPACE	CAD/CADD FIRM BUDDEBERG, INC. 10/2001	DATE AND TIME PLOTTED 12/18/2002 11:13 296-600-3144



2-13-22

ALC

## Cubic Yardage Excavation Calculations - Silos

Sta 21+50 to 22+00

Average depth to remove - 0 at 21+50 to 2.5 ft  
at 22+00

Length - 50'

Channel bottom - 70'

Channel Shoulder width - 146'

Volume = 6250 CFT  $\div$  27 = 250 CY

Sta 22+00 to 23+00

Ave removal depth - 2.5 at 22+00 to 2.1 at 23+00 = 2.3'

Length - 100'

Channel bottom width - 70'

Channel shoulder width - 146' at 22+00, 93' at 23+00  
= 120' ave width

Vol = 21,850 CFT  $\div$  27 = 809 CY

Sta 23+00 to 24+00

Ave depth = 2.1' at 23+00 to .8' at 24+00 = 1.45'

L = 100

Channel width - 70'

Ave Shoulder width - 93'

V = 11,745 CFT  $\div$  27 = 435 CY

Sta 24+00 to 25+00

Ave depth = .4' Channel - 70', shoulder - 74'

Vol = 2880 CFT  $\div$  27 = 107 CY

Total CY = 250 + 809 + 435 + 107 CY = 1601 CY