

April 17, 2025

**ADDENDUM 1 – JOB 24246**

**TO:** All prospective bidders on Projects SS-FTF-5-999(036), Job No. 24246 scheduled for the April 25, 2025 bid opening.

The following revision(s) shall be made:

**Plan Revisions:**

See attached summary from Chad Frisinger, P.E. dated April 16, 2025 for an explanation.

**Request for Proposal Revisions:**

- Remove and replace pages 5 thru 12 of 14 of the Proposal pages located at the beginning of the Request for Proposal with pages revised April 16, 2025.
- Bid Item Changes are summarized in the Plan Addendum Summary and Approval.

This addendum is to be incorporated into the bidder's proposal for this project. AASHTOWare Project Bids files should be updated by downloading the addendum file from the Bid Express on-line bidding exchange at <http://www.bidx.com/> and load it into the AASHTOWare Project Bids program.



PHILLIP MURDOFF, P.E. – CONSTRUCTION SERVICES ENGINEER

80: jwj

Enclosure

**PLAN ADDENDUM SUMMARY AND APPROVAL**

PROJECT INFORMATION		
<b>Project:</b>	SS-FTF-5-999(036)	<b>PCN:</b> 24246
<b>Location:</b>	Chateau Road – Medora, ND   Burning Hills Amphitheater to Pacific Ave	
<b>Date:</b>	04/16/2025	<b>Lead Designer:</b> Jon Bach, PE – KLJ
<b>Bid Opening Date:</b>	04/25/2025	<b>JOB#:</b> 24246   <b>Addendum#:</b> 1

PLAN SHEET CHANGES		
Section	Sheet	Description
		Request for Proposal
		Replace SP 335(24) Railroad Requirements with the revised version of SP 335(24) that includes the Construction and Management Agreement (CMA).
4	1	Revised hatching and callouts for relocated raised crosswalk.
4	2	Added plan note for haul road specification.
4	3	Added plan note for haul road specification. Added quantities for the following bid items. <ul style="list-style-type: none"> <li>302 0050 TRAFFIC SERVICE AGGREGATE   <i>Added 260 Ton</i></li> </ul>
6	5	Revised plan note 203-P03 COMMON EXCAVATION-WASTE. The State Historical Society (SHS) waste area now has a Certificate of Approval (COA) in accordance with Section 107.05 of the Standard Specifications.
6	8	Revised plan note 724-P02 WATER PIPE – 3 INCH AND LESS.
8	1-3	Quantities were revised for the following bid items: <ul style="list-style-type: none"> <li>302 0050 TRAFFIC SERVICE AGGREGATE</li> <li>302 0120 AGGREGATE BASE COURSE CL 5</li> <li>750 0101 SIDEWALK CONCRETE REINF</li> <li>750 2115 DETECTABLE WARNING PANELS</li> <li>754 0170 FLEXIBLE DELINEATORS</li> <li>762 0114 EPOXY PVMT MK 6IN LINE</li> <li>762 0115 EPOXY PVMT MK 8IN LINE</li> <li>762 0430 SHORT TERM 4IN LINE-TYPE NR</li> </ul>
10	1	Revised the following tables for the relocated raised crosswalk. <ul style="list-style-type: none"> <li>PAVING SUMMARY: SHARED USE PATH</li> <li>216 0100 WATER</li> </ul> Revised quantities for the following bid items. <ul style="list-style-type: none"> <li>302 0120 AGGREGATE BASE COURSE CL 5   <i>Revised from 15,889 Ton to 15,847 Ton</i></li> <li>750 0101 SIDEWALK CONCRETE REINF   <i>Revised from 4,794 SY to 4,729 SY</i></li> </ul>

10	3	Revised quantities for "SIDEWALK CONCRETE REINF" and "AGGREGATE BASE COURSE CL 5" for Segments P and A within the following tables for the relocated raised crosswalk. <ul style="list-style-type: none"> <li>• CONCRETE MATERIAL REQUIRED PER PHASE (FOR INFORMATION ONLY)</li> <li>• AGGREGATE &amp; ASPHALT MATERIAL REQUIRED PER PHASE (FOR INFORMATION ONLY)</li> </ul>
20	1	Revised plan view line work for relocated raised crosswalk.
20	5	Revised detail for relocated raised crosswalk.
40	2	Revised plan view line work and hatching for relocated raised crosswalk.
40	11	Revised plan view line work and hatching for relocated raised crosswalk.
60	2	Revised plan view line work, hatching, and proposed profile for relocated raised crosswalk.
70	2	Revised plan view line work, hatching, and contours for relocated raised crosswalk.
75	2	Revised plan view line work and hatching for relocated raised crosswalk.
76	2	Revised plan view line work and hatching for relocated raised crosswalk.
77	2	Revised plan view line work and hatching for relocated raised crosswalk.
80	7	Revised plan view line work and hatching for relocated raised crosswalk.
82	2	Revised plan view line work and hatching for relocated raised crosswalk.
82	19	Revised survey data layout for relocated raised crosswalk. Revised quantities for the following bid items. <ul style="list-style-type: none"> <li>• 750 2115 DETECTABLE WARNING PANEL   <i>Revised from 80 SF to 58 SF</i></li> </ul>
82	21	Revised plan view line work and hatching for relocated raised crosswalk.
90	2-3	Revised plan view line work, hatching, and jointing layout for relocated raised crosswalk.
100	3-4, 9	Revised plan view line work and hatching for relocated raised crosswalk.
100	51	Revised quantities within the following table for the relocated raised crosswalk. <ul style="list-style-type: none"> <li>• 762-0430 SHORT TERM 4IN LINE-TYPE NR</li> </ul> Revised quantities for the following bid items. <ul style="list-style-type: none"> <li>• 762 0430 SHORT TERM 4IN LINE-TYPE NR   <i>Revised from 27,578 LF to 27,599 LF</i></li> </ul>
110	1	Revised sign stationing for W17-1-30 and Special Assembly C sign assemblies adjacent to the relocated raised crosswalk.
110	3	Revised sign stationing for W17-1-30 and Special Assembly C sign assemblies and proposed flexible delineators (soil-mounted) adjacent to the relocated raised crosswalk.
110	7	Revised plan sheet to correct pavement marking layout to match Section 120.

110	9	<p>Revised quantities within the following tables for the relocated raised crosswalk.</p> <ul style="list-style-type: none"> <li>751-0170 FLEXIBLE DELINEATORS SOIL-MOUNTED – LEFT SIDE</li> </ul> <p>Revised quantities for the following bid items.</p> <ul style="list-style-type: none"> <li>754 0170 FLEXIBLE DELINEATORS   <i>Revised from 72 EA to 73 EA</i></li> </ul>
120	2	<p>Revised plan view line work, pavement marking layout, and quantities for the relocated raised crosswalk.</p> <p>Revised quantities for the following bid items.</p> <ul style="list-style-type: none"> <li>762 0114 EPOXY PVMT MK 6IN LINE   <i>Revised from 5,334 LF to 5,357 LF</i></li> <li>762 0115 EPOXY PVMT MK 8IN LINE   <i>Revised from 1,293 LF to 640 LF</i></li> </ul>
200	21-33	Revised cross sections for the relocated raised crosswalk.
Supplemental Design Data		Revised Supplemental Design Data for the relocated raised crosswalk.

CHANGES MADE TO BID ITEMS FOR JOB					
Spec	Code	Description	Unit	Previous Quantity	Revised Quantity
302	0050	TRAFFIC SERVICE AGGREGATE	TON	600	860
302	0120	AGGREGATE BASE COURSE CL 5	TON	20,020	19,978
750	0101	SIDEWALK CONCRETE REINF	SY	4,980	4,915
750	2115	DETECTABLE WARNING PANELS	SF	378	356
754	0170	FLEXIBLE DELINATORS	EA	76	77
762	0114	EPOXY PVMT MK 6IN LINE	LF	27,068	27,091
762	0115	EPOXY PVMT MK 8IN LINE	LF	2,493	1,840
762	0430	SHORT TERM 4IN LINE-TYPE NR	LF	28,236	28,257

**APPROVAL**

Should the revisions described above be processed as a plan addendum?

Yes                       No

Chad Frisinger  
Chad Frisinger, P.E. – Assistant Design Engineer

4/16/25  
Date

BID ITEMS

Project: SS-FTF-5-999(036) (PCN-24246)

**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
001	103	0100	CONTRACT BOND	L SUM	1.				
002	107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1.				
003	107	0140	RAILROAD COORDINATION	L SUM	1.				
004	107	0145	RAILROAD FLAGGING	DAY	1,600.				
005	201	0330	CLEARING & GRUBBING	L SUM	1.				
006	202	0130	REMOVAL OF CURB & GUTTER	LF	401.				
007	202	0136	REMOVAL OF PAVEMENT	TON	13,008.				
008	202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	362.				
009	202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	577.				
010	202	0230	REMOVAL OF INLETS	EA	1.				
011	202	0295	REMOVAL OF OBSTRUCTIONS	L SUM	1.				
012	202	0312	REMOVE EXISTING FENCE	LF	6,289.				
013	202	0350	REMOVAL OF TEMPORARY BYPASS	EA	5.				
014	203	0101	COMMON EXCAVATION-TYPE A	CY	36,786.				
015	203	0109	TOPSOIL	CY	11,786.				
016	203	0113	COMMON EXCAVATION-WASTE	CY	52,696.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
017	203	0120	SHALE EXCAVATION	CY	12,740.				
018	216	0100	WATER	M GAL	974.				
019	230	0165	SUBGRADE PREPARATION-TYPE A-12IN	STA	55.				
020	251	0300	SEEDING CLASS III	ACRE	31.600				
021	251	2000	TEMPORARY COVER CROP	ACRE	35.400				
022	253	0061	SOIL STABILIZATION	ACRE	61.100				
023	255	0103	ECB TYPE 3	SY	22,549.				
024	255	0201	TRM TYPE 1	SY	5,087.				
025	256	0100	RIPRAP GRADE I	CY	16.				
026	256	0300	RIPRAP GRADE III	CY	148.				
027	260	0200	SILT FENCE SUPPORTED	LF	7,010.				
028	260	0201	REMOVE SILT FENCE SUPPORTED	LF	7,010.				
029	261	0112	FIBER ROLLS 12IN	LF	23,618.				
030	261	0113	REMOVE FIBER ROLLS 12IN	LF	10,930.				
031	261	0120	FIBER ROLLS 20IN	LF	9,886.				
032	261	0121	REMOVE FIBER ROLLS 20IN	LF	8,942.				

**BID ITEMS**

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
033	265	0100	STABILIZED CONSTRUCTION ACCESS	EA	1.				
034	265	0101	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	1.				
035	302	0050	TRAFFIC SERVICE AGGREGATE	TON	860.				
036	302	0120	AGGREGATE BASE COURSE CL 5	TON	19,978.				
037	302	0403	AGGREGATE SURFACE COURSE	TON	108.				
038	430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	1,613.				
039	550	0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	23,286.				
040	702	0100	MOBILIZATION	L SUM	1.				
041	704	0100	FLAGGING	MHR	2,530.				
042	704	1000	TRAFFIC CONTROL SIGNS	UNIT	1,763.				
043	704	1052	TYPE III BARRICADE	EA	57.				
044	704	1060	DELINEATOR DRUMS	EA	277.				
045	704	1067	TUBULAR MARKERS	EA	22.				
046	704	1080	STACKABLE VERTICAL PANELS	EA	205.				
047	704	1500	OBLITERATION OF PAVEMENT MARKING	SF	2,947.				
048	704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
049	706	0400	FIELD OFFICE	EA	1.				
050	706	0500	AGGREGATE LABORATORY	EA	1.				
051	708	1540	INLET PROTECTION-SPECIAL	EA	2.				
052	708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	2.				
053	709	0100	GEOSYNTHETIC MATERIAL TYPE G	SY	85.				
054	709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	517.				
055	709	0155	GEOSYNTHETIC MATERIAL TYPE RR	SY	349.				
056	710	0100	TEMPORARY BYPASS	EA	5.				
057	714	4091	PIPE CONDUIT 12IN-APPROACH	LF	52.				
058	714	4092	PIPE CONDUIT 12IN-STORM DRAIN	LF	6.				
059	714	4099	PIPE CONDUIT 18IN-APPROACH	LF	53.				
060	714	4105	PIPE CONDUIT 24IN	LF	157.				
061	714	4106	PIPE CONDUIT 24IN-APPROACH	LF	86.				
062	714	4113	PIPE CONDUIT 30IN-APPROACH	LF	160.				
063	714	4115	PIPE CONDUIT 36IN	LF	175.				
064	714	5034	PIPE CORR STEEL .064IN 24IN POLYMERIC COATED	LF	9.				



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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$\$	000	\$\$\$\$\$	00
065	714	5051	PIPE CORR STEEL .064IN 42IN POLYMERIC COATED	LF	23.				
066	714	5820	END SECT CORR STEEL .064IN 24IN	EA	1.				
067	714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	2.				
068	722	0100	MANHOLE 48IN	EA	1.				
069	722	0110	MANHOLE 60IN	EA	2.				
070	722	1100	MANHOLE RISER 48IN	LF	15.300				
071	722	1110	MANHOLE RISER 60IN	LF	15.500				
072	722	3510	INLET-TYPE 2	EA	1.				
073	722	3701	INLET SPECIAL-TYPE 2 48IN	EA	1.				
074	722	6160	ADJUST INLET	EA	1.				
075	724	0210	FITTINGS-DUCTILE IRON	LBS	62.				
076	724	0621	WATER SERVICE LINE 2IN	LF	187.				
077	724	0626	WATER SERVICE LINE 3IN	LF	187.				
078	724	0810	WATERMAIN 6IN PVC	LF	203.				
079	724	0944	CONNECTION TO EXISTING MAIN	EA	6.				
080	748	0140	CURB & GUTTER-TYPE I	LF	852.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
081	750	0101	SIDEWALK CONCRETE REINF	SY	4,915.				
082	750	0144	SIDEWALK CONCRETE 8IN	SY	630.				
083	750	0200	CONCRETE MEDIAN PAVING	SY	50.				
084	750	2115	DETECTABLE WARNING PANELS	SF	356.				
085	752	0320	FENCE BARBED WIRE 4 STRAND-STEEL POST	LF	85.				
086	752	0600	FENCE CHAIN LINK	LF	48.				
087	752	0708	FENCE WOVEN WIRE 8FT	LF	642.				
088	752	0905	TEMPORARY FENCE	LF	1,924.				
089	752	0911	TEMPORARY SAFETY FENCE	LF	1,600.				
090	752	0970	FENCE WOOD	LF	3,383.				
091	752	0993	FENCE TERMINAL	EA	4.				
092	752	2100	VEHICLE GATE	EA	1.				
093	752	2110	RESET VEHICLE GATE	EA	1.				
094	752	2120	REMOVE VEHICLE GATE	EA	2.				
095	752	3128	CORNER ASSEMBLY WOVEN WIRE 8FT	EA	3.				
096	752	3150	CORNER ASSEMBLY BARBED WIRE-WOOD POST	EA	6.				

BID ITEMS

Project: SS-FTF-5-999(036) (PCN-24246)

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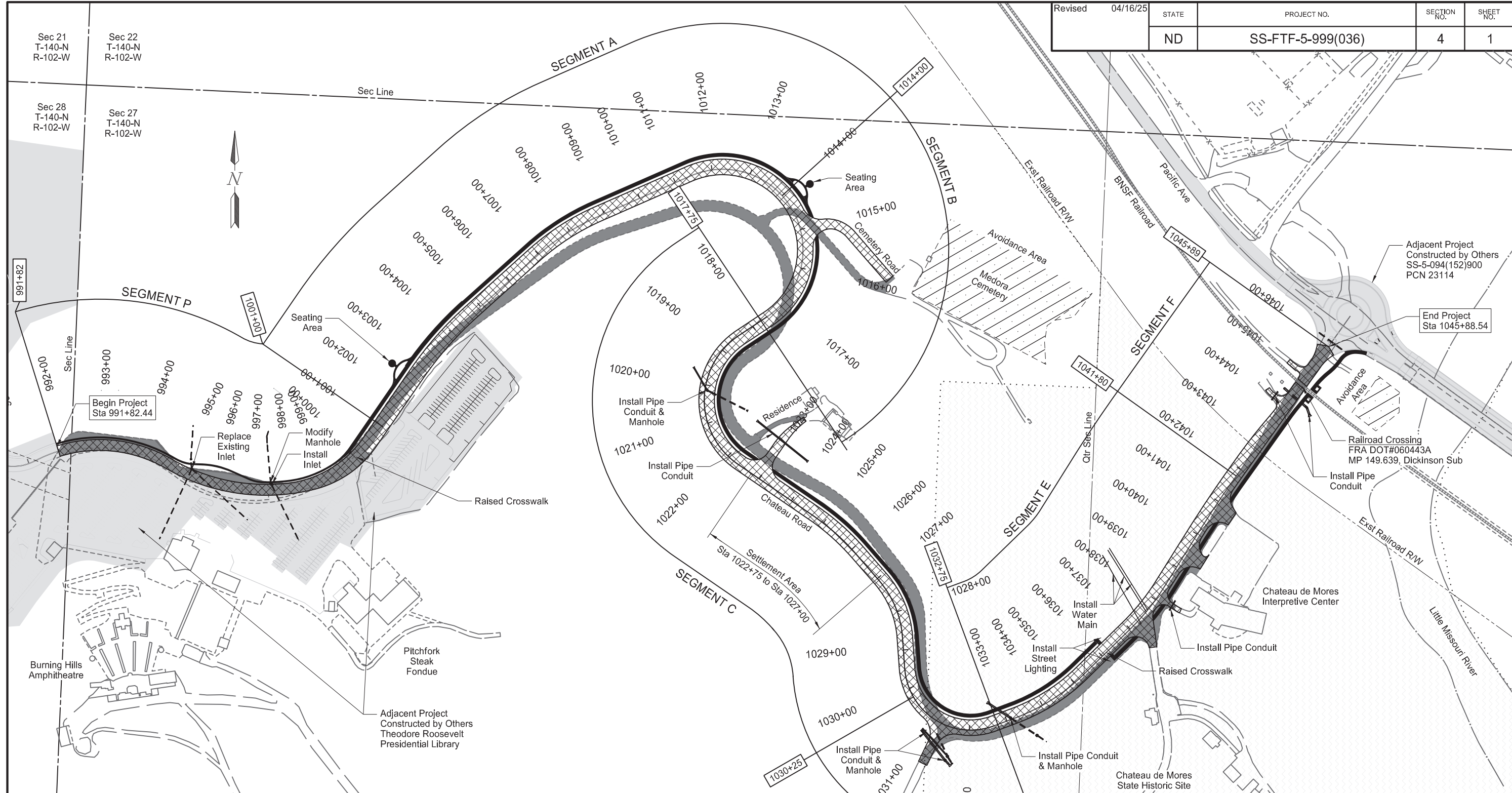
Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$\$	000	\$\$\$\$\$	00
097	752	4100	DOUBLE BRACE ASSEMBLY BARBED WIRE	EA	3.				
098	754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	286.				
099	754	0166	DELINEATORS-TYPE E	EA	1.				
100	754	0170	FLEXIBLE DELINEATORS	EA	77.				
101	754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	617.				
102	754	0805	OBJECT MARKERS - CULVERTS	EA	19.				
103	762	0111	EPOXY PVMT MK 12IN LINE	LF	504.				
104	762	0112	EPOXY PVMT MK MESSAGE	SF	232.				
105	762	0114	EPOXY PVMT MK 6IN LINE	LF	27,091.				
106	762	0115	EPOXY PVMT MK 8IN LINE	LF	1,840.				
107	762	0117	EPOXY PVMT MK 24IN LINE	LF	129.				
108	762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	LF	144.				
109	762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	LF	200.				
110	762	0136	EPOXY PVMT MK MESSAGE-GROOVED	SF	290.				
111	762	0200	RAISED PAVEMENT MARKERS	EA	6,038.				
112	762	0430	SHORT TERM 4IN LINE-TYPE NR	LF	28,257.				

**BID ITEMS**

**Project: SS-FTF-5-999(036) (PCN-24246)**

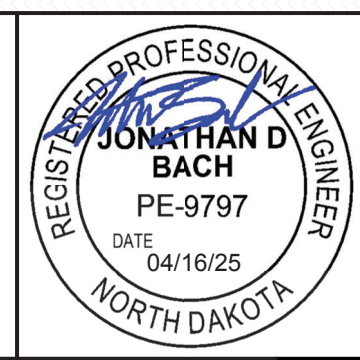
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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
113	764	2000	REMOVE 2-CABLE GUARDRAIL & POSTS	LF	694.				
114	764	2081	REMOVE END TREATMENT & TRANSITION	EA	4.				
115	770	0001	LIGHTING SYSTEM	EA	1.				
116	770	4560	REMOVE LIGHT STANDARD	EA	5.				
117	900	0100	SETTLEMENT PLATE	EA	7.				
118	902	0200	DEBRIS REMOVAL	L SUM	1.				
119	910	0565	CONTROLLED DENSITY BACKFILL	CY	76.				
120	910	0570	MODIFY MANHOLE	EA	1.				
121	930	8671	CONCRETE SLEEPER SLAB	SY	48.				
122	970	0080	LANDSCAPE BOULDERS	TON	175.				
123	970	1011	LANDSCAPE PLANTINGS	L SUM	1.				
124	990	0400	PIPE CLEANOUT	EA	2.				
			<b>TOTAL SUM BID</b>						

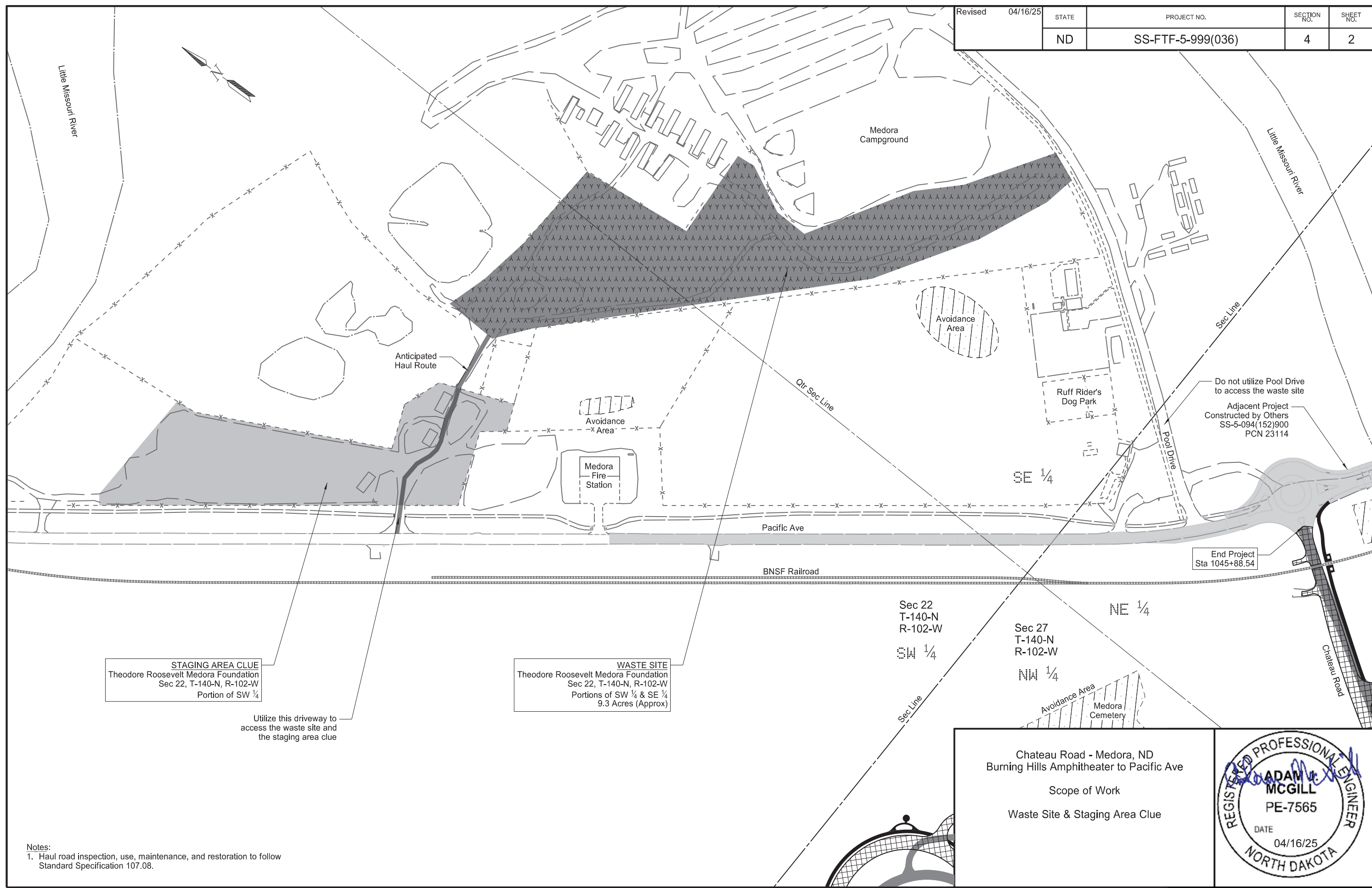


LEGEND	PROJECT SEGMENT	SEGMENT DESCRIPTION	POSTED SPEED LIMIT	NUMBER OF LANES
	Segment P	Parking Lot Reconstruction - PCC Pavement	15 MPH	2
	Segment A	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment B	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment C	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment D	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment E	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment F	Chateau Road New Construction - PCC Pavement	15 MPH	2

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Scope of Work



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	4	2



**STAGING AREA CLUE**  
Theodore Roosevelt Medora Foundation  
Sec 22, T-140-N, R-102-W  
Portion of SW 1/4

**WASTE SITE**  
Theodore Roosevelt Medora Foundation  
Sec 22, T-140-N, R-102-W  
Portions of SW 1/4 & SE 1/4  
9.3 Acres (Approx)

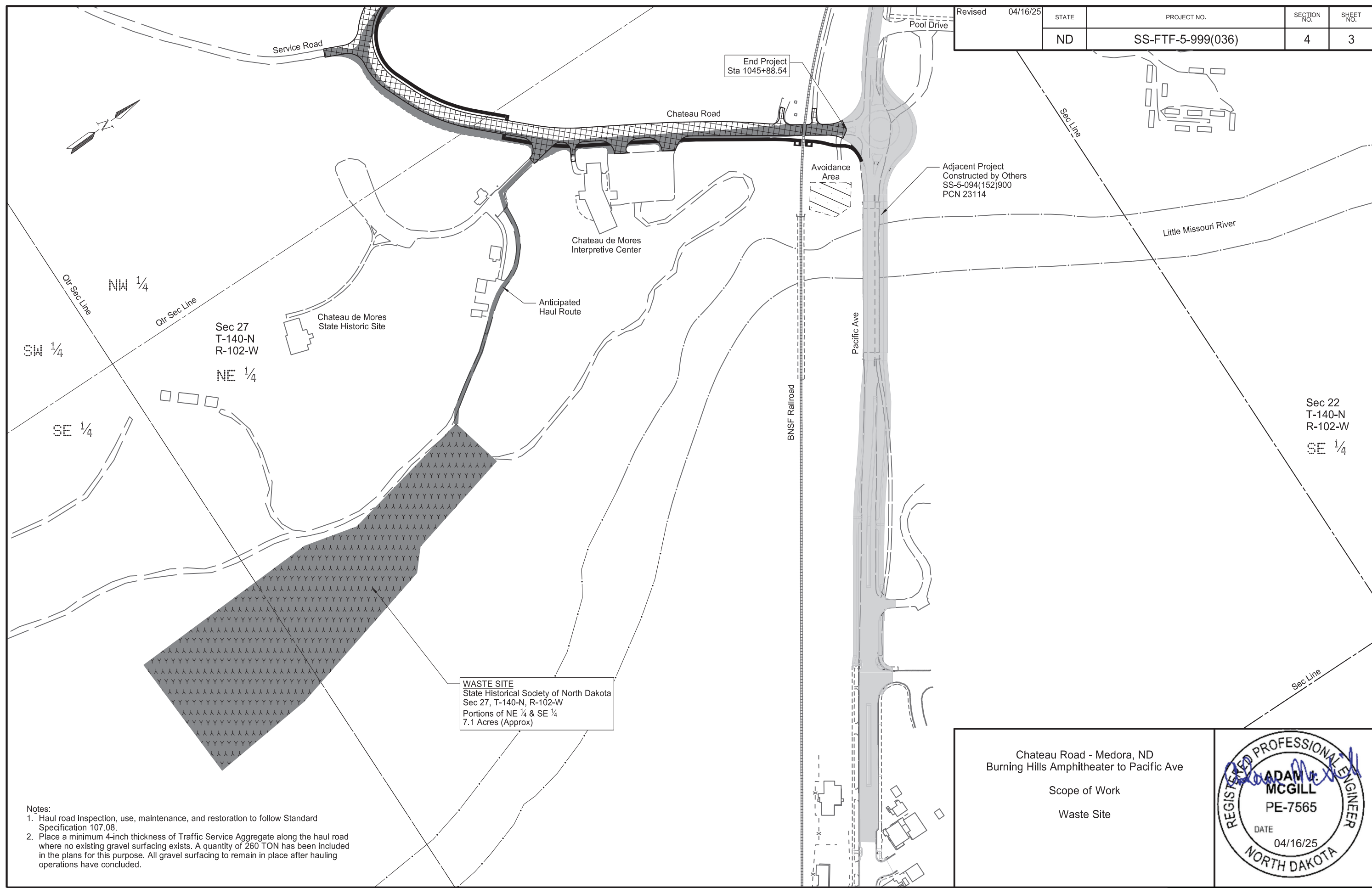
Utilize this driveway to access the waste site and the staging area clue

**Notes:**  
1. Haul road inspection, use, maintenance, and restoration to follow Standard Specification 107.08.

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Scope of Work  
Waste Site & Staging Area Clue

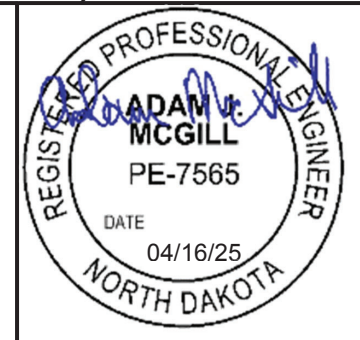


Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	4	3



- Notes:
- Haul road inspection, use, maintenance, and restoration to follow Standard Specification 107.08.
  - Place a minimum 4-inch thickness of Traffic Service Aggregate along the haul road where no existing gravel surfacing exists. A quantity of 260 TON has been included in the plans for this purpose. All gravel surfacing to remain in place after hauling operations have concluded.

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Scope of Work  
 Waste Site



**NOTES**

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	6	5

202-P02 REMOVAL OF OBSTRUCTIONS: Remove and salvage existing scoria boulders between Sta 999+00 to 1005+00 Lt (OCL\_Chateau). Reset scoria boulders to the proposed seating areas along the shared use path at locations shown in Section 85. The estimated number of scoria boulders to be reset is 23. Deliver any excess scoria boulders to the Theodore Roosevelt Medora Foundation (TRMF). Notify the TRMF a minimum of 24-hours in advance to coordinate delivery.

Doug Koester  
 Director of Maintenance – Theodore Roosevelt Medora Foundation  
 701-872-6158  
 dougk@medora.com

Include all costs for removal, salvaging, resetting, and delivery of scoria boulders in the price bid for “REMOVAL OF OBSTRUCTIONS”.

202-P03 REMOVE EXISTING FENCE: Notify landowners in writing, with a copy to the Engineer, a minimum of 30-days in advance of fence removal. Just prior to removing fence, coordinate verbally with the adjacent landowners. Additional information, including the property owners’ contact information, will be available from the Engineer.

Existing metal decorative fence and assemblies at the below listed locations are to be removed and salvaged by the Theodore Roosevelt Medora Foundation (TRMF).

- Sta 1008+55 to Sta 1008+73 Rt (OCL\_Chateau) – Corner Assembly
- Sta 1011+10 to Sta 1011+22 Rt (OCL\_Chateau) – Brace Assembly
- Sta 1011+41 to Sta 1011+55 Rt (OCL\_Chateau) – Brace Assembly
- Sta 1015+82 to Sta Sta 1015+84 Lt (OCL\_Chateau) – Corner Assembly

Preserve and protect existing metal decorative fence until removed. The TRMF will have 7-days to remove existing metal decorative fence once notified by the Contractor. Notify Doug Koester, PH: (701) 872-6158, of the Theodore Roosevelt Medora Foundation.

Payment for fence removal will be paid based on the length of fence removed regardless of the presence of corner assemblies, brace assemblies, terminals, and depression fencing. Include all costs associated with removing the aforementioned items in the contract unit price bid for “REMOVE EXISTING FENCE”.

202-P04 REMOVAL OF TEMPORARY BYPASS: Strip and stockpile topsoil. Perform grading operations including excavation and embankment to existing conditions. Place topsoil. Material volumes estimates are included in Section 11 for information purposes. Materials will not be measured and paid for separately. Include all costs for labor, material, and equipment necessary to perform the above described work in the contract unit price bid for "REMOVAL OF TEMPORARY BYPASS". Proposed erosion control, seeding, soil stabilization, and removal of temporary surfacing and aggregate base will be measured and paid for separately.

203-010 SHRINKAGE: 5 percent additional volume is included for shrinkage in earth embankment.

203-385 AVERAGE HAUL: No average haul has been computed for this project.

203-P01 COMMON EXCAVATION-TYPE A: Pulverize, disc or manipulate embankment material until 90% of the particles are smaller than 1-inch in all dimensions, with no particle being larger than 3-inches in any dimension. The Engineer will make a visual determination if the requirement is met at the time of fill placement. Include all costs for labor, materials, and equipment necessary to manipulate fill material in the contract unit price bid for “COMMON EXCAVATION-TYPE A”.

203-P02 SHALE EXCAVATION: Utilize shale excavation material as common excavation embankment. Process shale excavation material as described in note 203-P01 COMMON EXCAVATION-TYPE A. Compact shale excavation in accordance with specification 203.04 G.2, “Compaction Control, Type A”. Include all costs for labor, materials, and equipment necessary to manipulate and compact embankment material in the contract unit price bid for “SHALE EXCAVATION”.

203-P03 COMMON EXCAVATION-WASTE: Place approximately 26,000 CY of excavation not needed for Chateau Road embankment at the waste site on the Theodore Roosevelt Medora Foundation (TRMF) Land identified in Section 4 on sheet 2. Place the approximately 26,696 CY of remaining excavation not needed for the Chateau Road embankment at the waste site on the State Historical Society (SHS) waste site identified in Section 4 on sheet 3.

The TRMF waste site is located approximately 0.5-mile northwest of the Chateau Road / Pacific Avenue intersection along Pacific Avenue (I-94 Business Loop) near Medora, ND. This waste area has a Certificate of Approval (COA) in accordance with Section 107.05 of the Standard Specifications.

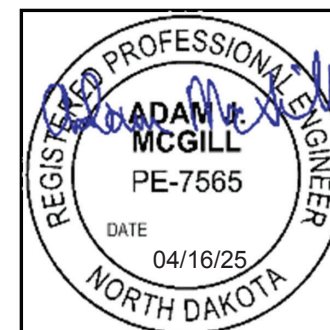
The SHS waste site is located approximately 0.2-miles southwest of Chateau Road along Chateau De Mores Drive. Provide a 48-hour notification to the site owner prior to use. This waste area has a Certificate of Approval (COA) in accordance with Section 107.05 of the Standard Specifications.

Clear and strip the waste site of topsoil prior to placement of the Common Excavation-Waste material. Blend the excess excavation into the existing terrain creating a traversable, uniform, and drainable surface as approved by the Engineer. Do not change existing drainage patterns. Restore topsoil, seed, and mulch the site upon approval of the grading by the Engineer. Include all costs for hauling, placing, and grading of excess excavation and restoration of the waste site in the contract unit price bid for “COMMON EXCAVATION-WASTE”. Topsoil stripping and seeding quantities will be measured and paid for separately at unit bid prices for their respective items. Haul excess material to either waste site with legal load restrictions applied. Scraper hauled materials to either waste site is not allowed.

Owner Information

Theodore Roosevelt Medora Foundation  
 Clarence Sitter, Chief Operating Officer  
 PO Box 198  
 Medora, ND 58645  
 (701) 623-4444 ext. 8816 (Business)  
 (701) 541-7777 (cell)

State Historical Society of North Dakota  
 Keshna DeJesus, Site Supervisor  
 3426 Chateau Road  
 Medora, ND 58645  
 (701) 623-4355





**NOTES**

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	6	8

724-P02 WATER PIPE – 3 INCH AND LESS: Provide water main pipe meeting the following requirements for diameters 3-inches or less.

Pipe: Polyethylene (PE) or Polyvinyl Chloride (PVC) Pipe:

- 250 psi working pressure (IPS), ASTM D2239 SIDR-7 or SDR21, CL 200,
- Manufactured from materials meeting the requirements of Type III, class "C" category 5-P34PE as defined in ASTM D1248.

724-P03 WATER MAIN FITTINGS: Provide water main fittings meeting the following requirements.

Ductile Iron Fittings:

- Provide ductile iron fittings manufactured by Harco, Trinity Valley, or approved equal,
- Working pressure of 350 pounds per square inch conforming with AWWA/ANSI C153/A21.53 or AWWA/ANSI C110/A21.10.
- Interior and exterior coating be NSF-61 approved fusion bonded epoxy coating. The epoxy coating to be 12 mils, DFT and conform to the requirements of AWWA C213-01, Section 4.5.
- Mechanically restrain all fittings and install thrust blocking. Provide adequate size thrust blocking to prevent movement of pipe and appurtenances when under pressure. Minimum bearing area to be 2 square feet.
- Push-on joints and mechanical joints to be manufactured in accordance with AWWA/ANSI C111/A21.11.

Mechanical Joint Bolts:

- Provide stainless steel Grade 304 for all bolts for mechanical joint fittings, valves, and hydrants.
- Restrained pipe joints are required where shown on the plans. Joint restraint systems to be Mega Lug or approved equal.
- Pipe Couplers to be Romac MACRO HP Extended Range Coupling, Hymax Coupling, or approved equal for 12-inches and smaller.

724-P04 WATER SERVICE FITTINGS: Provide brass fitting with pipe threads to barb for poly connection.

724-P05 WATER PIPE: Install water lines with a minimum cover of 8-ft to top of pipe.

724-P06 TESTING AND DISINFECTING LINES: Perform testing and disinfection per Specification 724.04 C.3 for both watermain and water service lines. Provide all necessary materials and equipment for testing and disinfecting. Include all costs to test and disinfect watermain and water service lines in the contract unit price bid for "WATER SERVICE LINE 2IN", "WATER SERVICE LINE 3IN", and "WATERMAIN 6IN PVC".

750-P01 SIDEWALK CONCRETE REINF: Furnish and install sidewalk concrete with macro-fiber reinforcement that meets the requirements of ASTM C1116 and as described below. All fibers must be approved by the Engineer prior to usage. Submit a mix design to the Engineer for approval.

- Type III synthetic
- 1.5-inch minimum fiber length
- Dosage rate to meet manufacturers recommendations
- Manufacturer
  - Fibermix PolyMesh
  - Euclid Tuf-Strand SF
  - MasterFiber MAC Matrix
  - Approved Equal

Include all costs for labor, material, and equipment necessary for macro-fiber reinforcement sidewalk concrete in the contract unit price bid for "SIDEWALK CONCRETE REINF".

750-P02 SIDEWALK CONCRETE 8IN: Reinforce sidewalk concrete proposed at the below listed location. Reinforce with a No. 4 deformed reinforcing bar placed 18 inches on center both ways. Include an 18-inch minimum lap at splice locations. Use plastic chairs to support the bars at mid-depth of the slab and ensure a clearance of 3-inches to all side forms. If random cracking occurs, remove and replace all damaged panels at no additional cost to the Department.

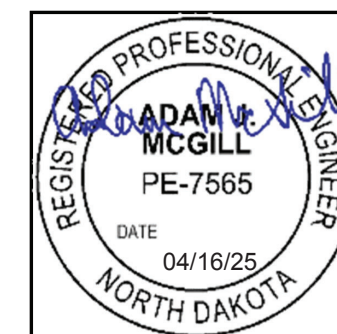
Proposed Shared-Use Path – 8-inch Thickness

- Sta 1041+13 to Sta 1046+37 Rt (OCL\_Chateau)

Include all costs for labor, material, and equipment necessary for reinforced sidewalk concrete in the contract unit price bid for "SIDEWALK CONCRETE 8IN".

750-P03 DETECTABLE WARNING PANELS: Provide cast iron detectable warning panels.

750-P04 CONCRETE MEDIAN PAVING: Include all costs for labor, material, and equipment necessary to install raised concrete median including concrete, welded wire mesh, dowel bars, epoxy, silicone sealant, and drilling in the contract unit price bid for "CONCRETE MEDIAN PAVING".



Estimated Quantities

Revised 4/16/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	8	1

SPEC	CODE	ITEM DESCRIPTION	UNIT	Mainline: PCN 24246	TOTAL
103	0100	CONTRACT BOND	L SUM	1	1
107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1	1
107	0140	RAILROAD COORDINATION	L SUM	1	1
107	0145	RAILROAD FLAGGING	DAY	1600	1600
201	0330	CLEARING & GRUBBING	L SUM	1	1
202	0130	REMOVAL OF CURB & GUTTER	LF	401	401
202	0136	REMOVAL OF PAVEMENT	TON	13008	13008
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	362	362
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	577	577
202	0230	REMOVAL OF INLETS	EA	1	1
202	0295	REMOVAL OF OBSTRUCTIONS	L SUM	1	1
202	0312	REMOVE EXISTING FENCE	LF	6289	6289
202	0350	REMOVAL OF TEMPORARY BYPASS	EA	5	5
203	0101	COMMON EXCAVATION-TYPE A	CY	36786	36786
203	0109	TOPSOIL	CY	11786	11786
203	0113	COMMON EXCAVATION-WASTE	CY	52696	52696
203	0120	SHALE EXCAVATION	CY	12740	12740
216	0100	WATER	M GAL	974	974
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	STA	55	55
251	0300	SEEDING CLASS III	ACRE	31.6	31.6
251	2000	TEMPORARY COVER CROP	ACRE	35.4	35.4
253	0061	SOIL STABILIZATION	ACRE	61.1	61.1
255	0103	ECB TYPE 3	SY	22549	22549
255	0201	TRM TYPE 1	SY	5087	5087
256	0100	RIPRAP GRADE I	CY	16	16
256	0300	RIPRAP GRADE III	CY	148	148
260	0200	SILT FENCE SUPPORTED	LF	7010	7010
260	0201	REMOVE SILT FENCE SUPPORTED	LF	7010	7010
261	0112	FIBER ROLLS 12IN	LF	23618	23618
261	0113	REMOVE FIBER ROLLS 12IN	LF	10930	10930
261	0120	FIBER ROLLS 20IN	LF	9886	9886
261	0121	REMOVE FIBER ROLLS 20IN	LF	8942	8942
265	0100	STABILIZED CONSTRUCTION ACCESS	EA	1	1
265	0101	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	1	1
302	0050	TRAFFIC SERVICE AGGREGATE	TON	860	860
302	0120	AGGREGATE BASE COURSE CL 5	TON	19978	19978
302	0403	AGGREGATE SURFACE COURSE	TON	108	108
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	1613	1613
550	0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	23286	23286
702	0100	MOBILIZATION	L SUM	1	1
704	0100	FLAGGING	MHR	2530	2530
704	1000	TRAFFIC CONTROL SIGNS	UNIT	1763	1763
704	1052	TYPE III BARRICADE	EA	57	57
704	1060	DELINEATOR DRUMS	EA	277	277
704	1067	TUBULAR MARKERS	EA	22	22
704	1080	STACKABLE VERTICAL PANELS	EA	205	205
704	1500	OBLITERATION OF PAVEMENT MARKING	SF	2947	2947

Estimated Quantities

Revised 4/16/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	8	2

SPEC	CODE	ITEM DESCRIPTION	UNIT	Mainline: PCN 24246	TOTAL
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1	1
706	0400	FIELD OFFICE	EA	1	1
706	0500	AGGREGATE LABORATORY	EA	1	1
708	1540	INLET PROTECTION-SPECIAL	EA	2	2
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	2	2
709	0100	GEOSYNTHETIC MATERIAL TYPE G	SY	85	85
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	517	517
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	SY	349	349
710	0100	TEMPORARY BYPASS	EA	5	5
714	4091	PIPE CONDUIT 12IN-APPROACH	LF	52	52
714	4092	PIPE CONDUIT 12IN-STORM DRAIN	LF	6	6
714	4099	PIPE CONDUIT 18IN-APPROACH	LF	53	53
714	4105	PIPE CONDUIT 24IN	LF	157	157
714	4106	PIPE CONDUIT 24IN-APPROACH	LF	86	86
714	4113	PIPE CONDUIT 30IN-APPROACH	LF	160	160
714	4115	PIPE CONDUIT 36IN	LF	175	175
714	5034	PIPE CORR STEEL .064IN 24IN POLYMERIC COATED	LF	9	9
714	5051	PIPE CORR STEEL .064IN 42IN POLYMERIC COATED	LF	23	23
714	5820	END SECT CORR STEEL .064IN 24IN	EA	1	1
714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	2	2
722	0100	MANHOLE 48IN	EA	1	1
722	0110	MANHOLE 60IN	EA	2	2
722	1100	MANHOLE RISER 48IN	LF	15.3	15.3
722	1110	MANHOLE RISER 60IN	LF	15.5	15.5
722	3510	INLET-TYPE 2	EA	1	1
722	3701	INLET SPECIAL-TYPE 2 48IN	EA	1	1
722	6160	ADJUST INLET	EA	1	1
724	0210	FITTINGS-DUCTILE IRON	LBS	62	62
724	0621	WATER SERVICE LINE 2IN	LF	187	187
724	0626	WATER SERVICE LINE 3IN	LF	187	187
724	0810	WATERMAIN 6IN PVC	LF	203	203
724	0944	CONNECTION TO EXISTING MAIN	EA	6	6
748	0140	CURB & GUTTER-TYPE I	LF	852	852
750	0101	SIDEWALK CONCRETE REINF	SY	4915	4915
750	0144	SIDEWALK CONCRETE 8IN	SY	630	630
750	0200	CONCRETE MEDIAN PAVING	SY	50	50
750	2115	DETECTABLE WARNING PANELS	SF	356	356
752	0320	FENCE BARBED WIRE 4 STRAND-STEEL POST	LF	85	85
752	0600	FENCE CHAIN LINK	LF	48	48
752	0708	FENCE WOVEN WIRE 8FT	LF	642	642
752	0905	TEMPORARY FENCE	LF	1924	1924
752	0911	TEMPORARY SAFETY FENCE	LF	1600	1600
752	0970	FENCE WOOD	LF	3383	3383
752	0993	FENCE TERMINAL	EA	4	4
752	2100	VEHICLE GATE	EA	1	1
752	2110	RESET VEHICLE GATE	EA	1	1
752	2120	REMOVE VEHICLE GATE	EA	2	2

Estimated Quantities

Revised 4/16/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	8	3

SPEC	CODE	ITEM DESCRIPTION	UNIT	Mainline: PCN 24246	TOTAL
752	3128	CORNER ASSEMBLY WOVEN WIRE 8FT	EA	3	3
752	3150	CORNER ASSEMBLY BARBED WIRE-WOOD POST	EA	6	6
752	4100	DOUBLE BRACE ASSEMBLY BARBED WIRE	EA	3	3
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	286	286
754	0166	DELINEATORS-TYPE E	EA	1	1
754	0170	FLEXIBLE DELINEATORS	EA	77	77
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	617	617
754	0805	OBJECT MARKERS - CULVERTS	EA	19	19
762	0111	EPOXY PVMT MK 12IN LINE	LF	504	504
762	0112	EPOXY PVMT MK MESSAGE	SF	232	232
762	0114	EPOXY PVMT MK 6IN LINE	LF	27091	27091
762	0115	EPOXY PVMT MK 8IN LINE	LF	1840	1840
762	0117	EPOXY PVMT MK 24IN LINE	LF	129	129
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	LF	144	144
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	LF	200	200
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	SF	290	290
762	0200	RAISED PAVEMENT MARKERS	EA	6038	6038
762	0430	SHORT TERM 4IN LINE-TYPE NR	LF	28257	28257
764	2000	REMOVE 2-CABLE GUARDRAIL & POSTS	LF	694	694
764	2081	REMOVE END TREATMENT & TRANSITION	EA	4	4
770	0001	LIGHTING SYSTEM	EA	1	1
770	4560	REMOVE LIGHT STANDARD	EA	5	5
900	0100	SETTLEMENT PLATE	EA	7	7
902	0200	DEBRIS REMOVAL	L SUM	1	1
910	0565	CONTROLLED DENSITY BACKFILL	CY	76	76
910	0570	MODIFY MANHOLE	EA	1	1
930	8671	CONCRETE SLEEPER SLAB	SY	48	48
970	0080	LANDSCAPE BOULDERS	TON	175	175
970	1011	LANDSCAPE PLANTINGS	L SUM	1	1
990	0400	PIPE CLEANOUT	EA	2	2

PAVING SUMMARY: SHARED USE PATH								
Chain	Segment	Begin Station	End Station	Length	302 0120 AGGREGATE BASE COURSE CL 5		750 0101 SIDEWALK CONCRETE REINF	750 0144 SIDEWALK CONCRETE 8IN
					(4IN Shared Use Path)	(8IN Shared Use Path)		
					(LF)	(TON)	(TON)	(SY)
	P	991+82.44	1001+00.00	918	139	-	564	-
	A	1001+00.00	1014+00.00	1,300	349	-	1,519	-
	B	1014+00.00	1017+75.00	375	99	-	432	-
	C	1017+75.00	1020+22.22	247	293	-	1,273	-
	D	1030+25.00	1032+75.00	250	51	-	221	-
	E	1032+75.00	1041+80.00	905	166	-	720	68
	F	1041+80.00	1046+31.52	452	-	53	-	562
<b>TOTAL =</b>					<b>1,097</b>	<b>53</b>	<b>4,729</b>	<b>630</b>

216 0100 WATER			
Description	Basis	Amount	Quantity (M GAL)
Dust Palliative	25 M Gal/Mile	1.024 Miles	26
Subgrade Prep	25 M Gal/Mile	1.042 Miles	26
Aggregate	20 Gal/Ton	19,978 Tons	400
Embankment	10 Gal/CY	52,244 CY	522
<b>TOTAL =</b>			<b>974</b>

SPEC	CODE	BID ITEM	QTY	UNIT
216	0100	WATER		
		Water Summary	974	M GAL
230	0165	SUBGRADE PREPARATION-TYPE A-12IN		
		Subgrade Preparation Summary	55	STA
251	2000	TEMPORARY COVER CROP		
		Temporary Grading Supplement Summary	2.1	ACRE
253	0061	SOIL STABILIZATION		
		Temporary Grading Supplement Summary	2.1	ACRE
261	0120	FIBER ROLLS 20IN		
		Temporary Grading Supplement Summary	5,246	LF
261	0121	REMOVE FIBER ROLLS 20IN		
		Temporary Grading Supplement Summary	5,246	LF
302	0120	AGGREGATE BASE COURSE CL 5		
		Paving Summary: Mainline	14,697	TON
		Paving Summary: Shared Use Path	1,150	TON
550	0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED		
		Paving Summary: Mainline	22,598	SY
748	0140	CURB & GUTTER-TYPE I		
		Curb & Gutter Summary	852	LF
750	0101	SIDEWALK CONCRETE REINF		
		Paving Summary: Shared Use Path	4,729	SY
750	0144	SIDEWALK CONCRETE 8IN		
		Paving Summary: Shared Use Path	630	SY
750	0200	CONCRETE MEDIAN PAVING		
		Concrete Median Paving Summary	50	SY
754	0805	OBJECT MARKERS - CULVERTS		
		Object Marker Summary	19	EA

TEMPORARY GRADING SUPPLEMENT SUMMARY					
Segment	Temporary Grading Location	2512000 TEMPORARY COVER CROP	253 0061 SOIL STABILIZATION	2610120 FIBER ROLLS 20IN	2610121 REMOVE FIBER ROLLS 20IN
		(ACRE)	(ACRE)	(LF)	(LF)
A	Temporary Grading at Realignment	0.6	0.6	1,085	1,085
B	Temporary Grading at Realignment	0.2	0.2	332	332
C	Temporary Grading at Realignment	0.6	0.6	2,204	2,204
	Temporary Bypasses	0.7	0.7	1,625	1,625
<b>TOTAL =</b>		<b>2.1</b>	<b>2.1</b>	<b>5,246</b>	<b>5,246</b>

PAVING SUMMARY: MAINLINE						
Chain	Segment	Begin Station	End Station	Length	302 0120 AGGREGATE BASE COURSE CL 5	550 0300 8IN NON-REINF CONCRETE PVMT CL AE-DOWELED
					(8IN Mainline)	
					(TON)	(SY)
	P	991+82.44	997+96.31	614	826	1,773
		997+96.31	1000+50.00	254	432	920
		1000+50.00	1001+00.00	50	149	223
	A	1001+00.00	1014+00.00	1,300	3,938	5,826
	B	1014+00.00	1017+75.00	375	1,186	1,713
		1017+75.00	1020+22.22	247	698	1,076
		1020+22.22	1022+75.00	253	708	1,096
	C	1022+75.00	1027+00.00	425	1,274	1,897
		1027+00.00	1028+84.05	184	575	836
		1028+84.05	1030+25.00	141	401	615
	D	1030+25.00	1032+75.00	250	686	1,075
	E	1032+75.00	1041+80.00	905	2,684	4,011
	F	1041+80.00	1045+88.54	409	1,140	1,537
<b>TOTAL =</b>					<b>14,697</b>	<b>22,598</b>

230 0165 SUBGRADE PREPARATION-TYPE A-12 IN						
Chain	Segment	Begin Station	End Station	Offset	Basis	Quantity (STA)
	P	991+82.44	1001+00.00	-	100 LF/Sta	9.2
	A	1001+00.00	1014+00.00	-	100 LF/Sta	13.0
	B	1014+00.00	1017+75.00	-	100 LF/Sta	3.8
	C	1017+75.00	1018+60.00	Lt	100 LF/Sta	0.9
				Rt	100 LF/Sta	-
		1018+60.00	1020+40.00	-	100 LF/Sta	1.8
				Lt	100 LF/Sta	1.1
		1020+40.00	1021+50.00	Rt	100 LF/Sta	-
				-	100 LF/Sta	3.1
		1021+50.00	1024+60.00	-	100 LF/Sta	3.1
				Lt	100 LF/Sta	4.0
	1024+60.00	1028+60.00	Rt	100 LF/Sta	-	
			-	100 LF/Sta	1.7	
	D	1030+25.00	1032+75.00	-	100 LF/Sta	2.5
	E	1032+75.00	1037+50.00	-	100 LF/Sta	4.8
				Lt	100 LF/Sta	1.3
	1037+50.00	1038+75.00	Rt	100 LF/Sta	-	
			-	100 LF/Sta	3.1	
	1038+75.00	1041+80.00	-	100 LF/Sta	2.8	
			-	100 LF/Sta	2.8	
	F	1041+80.00	1044+64.00	-	100 LF/Sta	1.3
		1044+64.00	1045+89.00	-	100 LF/Sta	1.3
<b>TOTAL =</b>						<b>55</b>

748 0140 CURB & GUTTER-TYPE 1					
Chain	Begin		End		Quantity (LF)
	Station	Offset	Station	Offset	
OCL_Chateau	991+82.44	12' Lt	1000+50.00	24' Lt	852
<b>TOTAL =</b>					<b>852</b>

754 0805 OBJECT MARKERS - CULVERTS			
Chain	Station	Offset	Quantity (EA)
OCL_Chateau	1020+06	CL	2
	1022+92	Lt	2
	1031+27	Rt	6
	1033+15	CL	3
	1038+12	Rt	2
	1044+05	Lt	2
	1044+33	CL	2
<b>TOTAL =</b>			<b>19</b>

750 0200 CONCRETE MEDIAN PAVING			
Chain	Begin Station	End Station	Quantity (SY)
OCL_Chateau	1043+43.62	1044+59.16	26
	1044+79.47	1045+87.47	24
<b>TOTAL =</b>			<b>50</b>

Water  
25 M Gal/Mile for Dust Palliative  
25 M Gal/Mile for Subgrade Preparation  
20 Gal/Ton for Aggregate  
10 Gal/CY for Embankment

Pavement  
Aggregate Base Course CL 5 @ 1.875 Ton/CY  
Commercial Grade Hot Mix Asphalt @ 2.0 Ton/CY

Removals  
Aggregate Base Course CL 5 @ 1.875 Ton/CY  
Hot Mix Asphalt @ 2 Ton/CY  
Concrete @ 2 Ton/CY

Note:  
Refer to Section 6 "SUBGRADE PREPARATION-TYPE A-12IN" plan note for method of measurement and basis of payment.

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Basis of Estimate

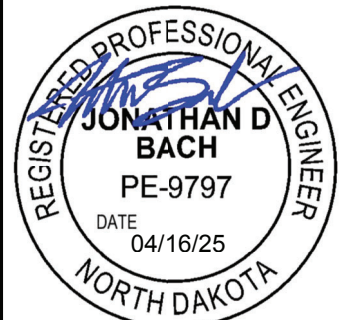


SALVAGED PAVEMENT & BASE REMOVALS REQUIRED PER PHASE (FOR INFORMATION ONLY)						
Segment	Phase 1 (TON)	Phase 2 (TON)	Phase 3 (TON)	Phase 4 (TON)	Phase 5 (TON)	Phase 6 (TON)
<b>REMOVAL OF AGGREGATE</b>						
P	849	-	-	-	-	-
A	348	-	815	-	-	-
B	-	266	525	-	-	-
C	-	744	242	-	-	-
D	47	81	323	-	-	-
E	-	605	349	405	-	-
F	-	-	331	508	-	-
SUB-TOTAL	1,244	1,696	2,585	913	-	-
TOTAL	6,438					
<b>REMOVAL OF CONCRETE</b>						
P	1,140	-	-	-	-	-
A	511	-	592	-	-	-
B	-	390	157	-	-	-
C	-	1,090	42	-	-	-
D	11	119	125	-	-	-
E	-	151	407	-	-	-
F	-	-	30	-	-	-
SUB-TOTAL	1,662	1,750	1,353	-	-	-
TOTAL	4,765					
<b>REMOVAL OF HOT MIX ASPHALT</b>						
P	-	-	-	-	-	-
A	-	-	194	-	-	-
B	-	-	104	-	-	-
C	-	-	88	-	273	429
D	-	-	121	-	-	-
E	-	174	-	144	-	-
F	-	-	102	176	-	-
SUB-TOTAL	-	174	609	320	273	429
TOTAL	1,805					

CONCRETE MATERIAL REQUIRED PER PHASE (FOR INFORMATION ONLY)						
Segment	Phase 1 (SY)	Phase 2 (SY)	Phase 3 (SY)	Phase 4 (SY)	Phase 5 (SY)	Phase 6 (SY)
<b>8IN NON-REINF CONCRETE PVMT CL AE-DOWELED</b>						
P	2,916	-	-	-	-	-
A	5,826	-	-	-	-	-
B	-	1,827	-	-	-	-
C	2,390	1,346	-	-	1,228	669
D	-	670	405	-	-	-
E	2,594	828	624	426	-	-
F	-	-	903	634	-	-
SUB-TOTAL	13,726	4,671	1,932	1,060	1,228	669
TOTAL	23,286					
<b>8IN CONCRETE REINF</b>						
P	564	-	-	-	-	-
A	1,488	-	118	-	-	-
B	-	327	204	-	-	-
C	-	352	-	-	-	921
D	-	221	-	-	-	-
E	378	-	-	342	-	-
F	-	-	-	-	-	-
SUB-TOTAL	2,430	900	322	342	-	921
TOTAL	4,915					
<b>8IN CONCRETE REINF</b>						
P	-	-	-	-	-	-
A	-	-	-	-	-	-
B	-	-	-	-	-	-
C	-	-	-	-	-	-
D	-	-	-	-	-	-
E	-	-	-	68	-	-
F	-	-	-	562	-	-
SUB-TOTAL	-	-	-	630	-	-
TOTAL	630					

AGGREGATE & ASPHALT MATERIAL REQUIRED PER PHASE (FOR INFORMATION ONLY)						
Segment	Phase 1 (TON)	Phase 2 (TON)	Phase 3 (TON)	Phase 4 (TON)	Phase 5 (TON)	Phase 6 (TON)
<b>AGGREGATE BASE COURSE CL 5</b>						
P	1,546	-	-	-	-	-
A	4,720	-	28	-	-	-
B	646	1,875	47	-	-	-
C	2,582	2,300	-	-	-	211
D	302	595	398	-	-	-
E	1,949	815	260	463	-	-
F	-	-	621	620	-	-
SUB-TOTAL	11,745	5,585	1,354	1,083	-	211
TOTAL	19,978					
<b>COMMERCIAL GRADE HOT MIX ASPHALT</b>						
P	-	-	-	-	-	-
A	205	-	-	-	-	-
B	158	163	-	-	-	-
C	277	528	-	-	-	-
D	110	-	80	-	-	-
E	-	64	-	28	-	-
F	-	-	-	-	-	-
SUB-TOTAL	750	755	80	28	-	-
TOTAL	1,613					

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Basis of Estimate



**Chateau Road**  
Chain = OCL\_Chateau  
Curve = OCL\_Chateau-1

P.C. Station = 998+60.70  
P.I. Station = 999+59.06  
P.T. Station = 1000+48.76  
Delta = 41° 26' 33.75" (LT)  
Degree = 22° 02' 12.62"  
Tangent = 98.36'  
Length = 188.06  
Radius = 260.00  
External = 17.98  
Back = N 76° 00' 14.59" E  
Ahead = N 34° 33' 40.84" E  
Chord Bearing = N 55° 16' 57.71" E  
Proposed Full Super = 2.1%

**Chateau Road**  
Chain = OCL\_Chateau  
Curve = OCL\_Chateau-3

P.C. Station = 1011+41.67  
P.I. Station = 1035+22.64  
P.T. Station = 1017+56.07  
Delta = 170° 03' 45.03" (RT)  
Degree = 27° 40' 44.83"  
Tangent = 2380.98'  
Length = 614.41  
Radius = 207.00  
External = 2182.96  
Back = N 66° 17' 15.41" E  
Ahead = S 56° 21' 00.44" W  
Chord Bearing = S 28° 40' 52.08" E  
Proposed Full Super = 2.1%

**Chateau Road**  
Chain = OCL\_Chateau  
Curve = OCL\_Chateau-4

P.C. Station = 1018+43.19  
P.I. Station = 1021+39.60  
P.T. Station = 1022+34.08  
Delta = 111° 58' 55.57" (LT)  
Degree = 28° 38' 52.40"  
Tangent = 296.41'  
Length = 390.89  
Radius = 200.00  
External = 157.58  
Back = S 56° 21' 00.44" W  
Ahead = S 55° 37' 55.13" E  
Chord Bearing = S 00° 21' 32.65" W  
Proposed Full Super = 2.1%

**Chateau Road**  
Chain = OCL\_Chateau  
Curve = OCL\_Chateau-7

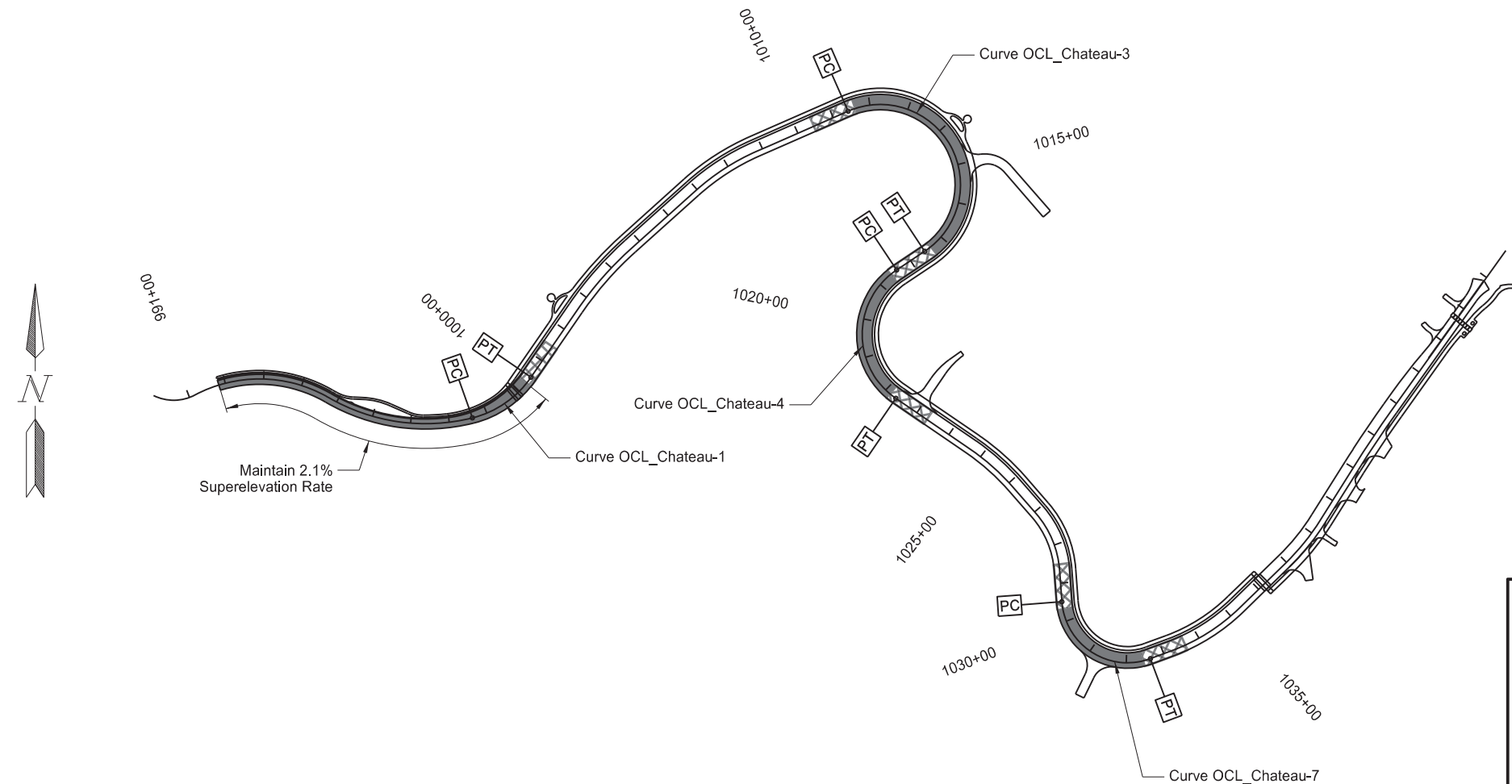
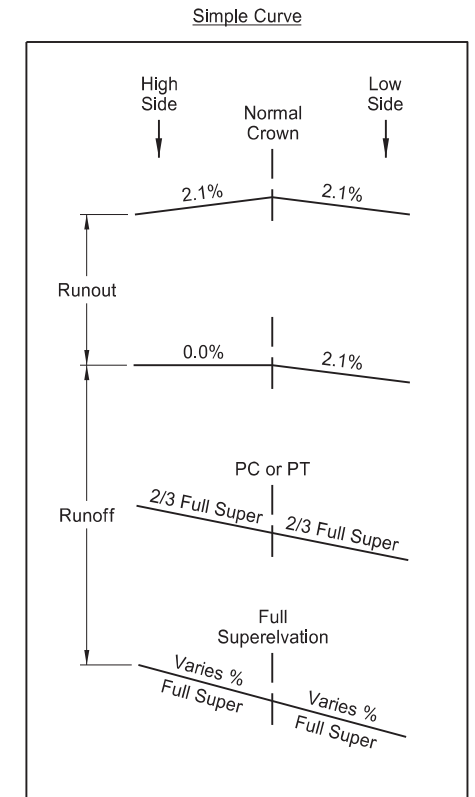
P.C. Station = 1029+48.52  
P.I. Station = 1031+74.98  
P.T. Station = 1032+63.65  
Delta = 106° 12' 32.67" (LT)  
Degree = 33° 42' 12.24"  
Tangent = 226.46'  
Length = 315.13  
Radius = 170.00  
External = 113.16  
Back = S 04° 09' 52.86" E  
Ahead = N 69° 37' 34.47" E  
Chord Bearing = S 57° 16' 09.19" E  
Proposed Full Super = 2.1%

Station		Left Slope	Right Slope
1000+29.38	PT -	19.38	-2.1
1000+87.53	PT +	38.77	-2.1
1001+45.68	PT +	96.92	-2.1

Station		Left Slope	Right Slope
1010+44.75	PC -	96.92	-2.1
1011+02.90	PC -	38.77	0.0
1011+61.05	PC +	19.38	2.1
1017+36.69	PT -	19.38	2.1
1017+99.63	PT +	43.56	0.0

Station		Left Slope	Right Slope
1017+99.63	PC -	43.56	0.0
1018+62.57	PC +	19.38	-2.1
1022+14.70	PT -	19.38	-2.1
1022+72.85	PT +	38.77	-2.1
1023+31.00	PT +	96.92	-2.1

Station		Left Slope	Right Slope
1028+51.60	PC -	96.92	-2.1
1029+09.75	PC -	38.77	-2.1
1029+67.90	PC +	19.38	-2.1
1032+44.27	PT -	19.38	-2.1
1033+02.42	PT +	38.77	-2.1
1033+60.57	PT +	96.92	-2.1



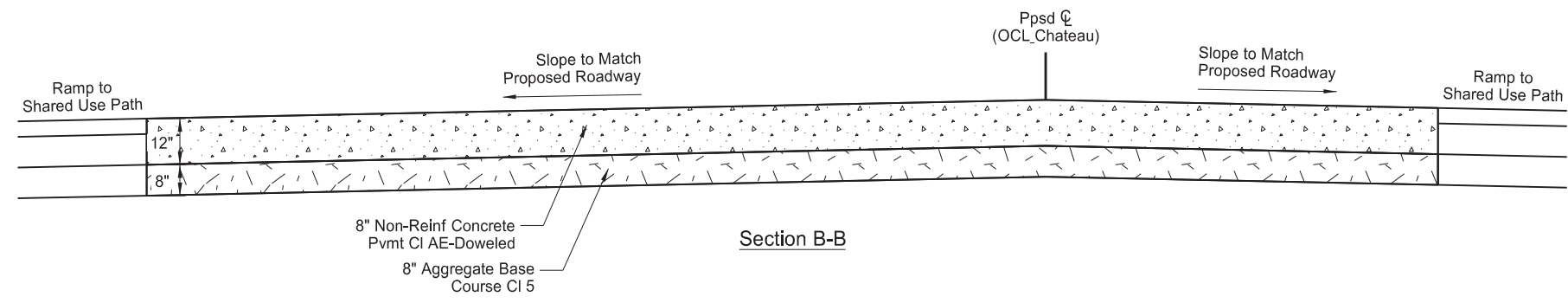
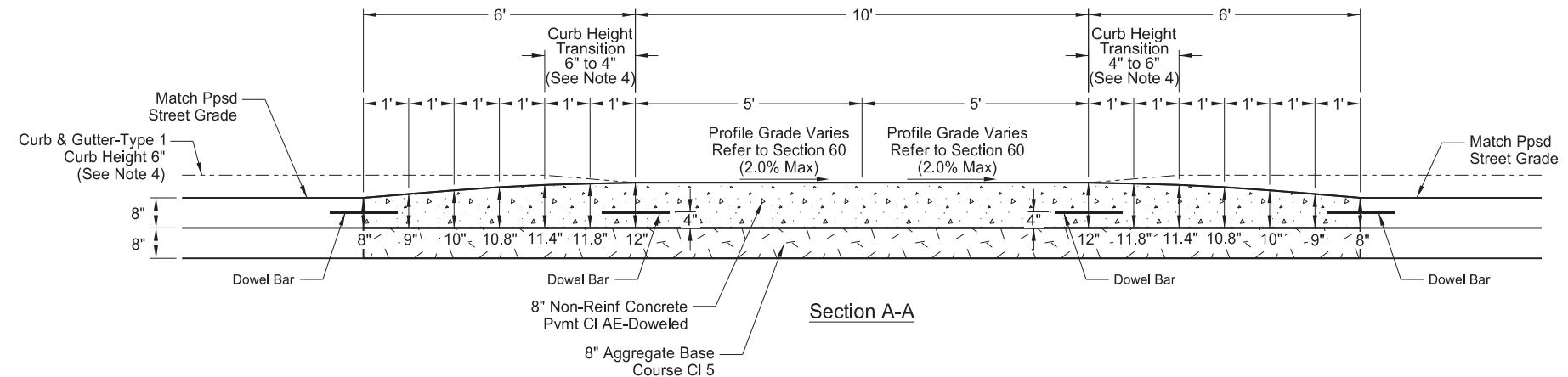
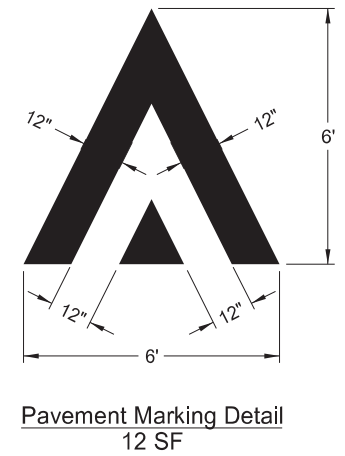
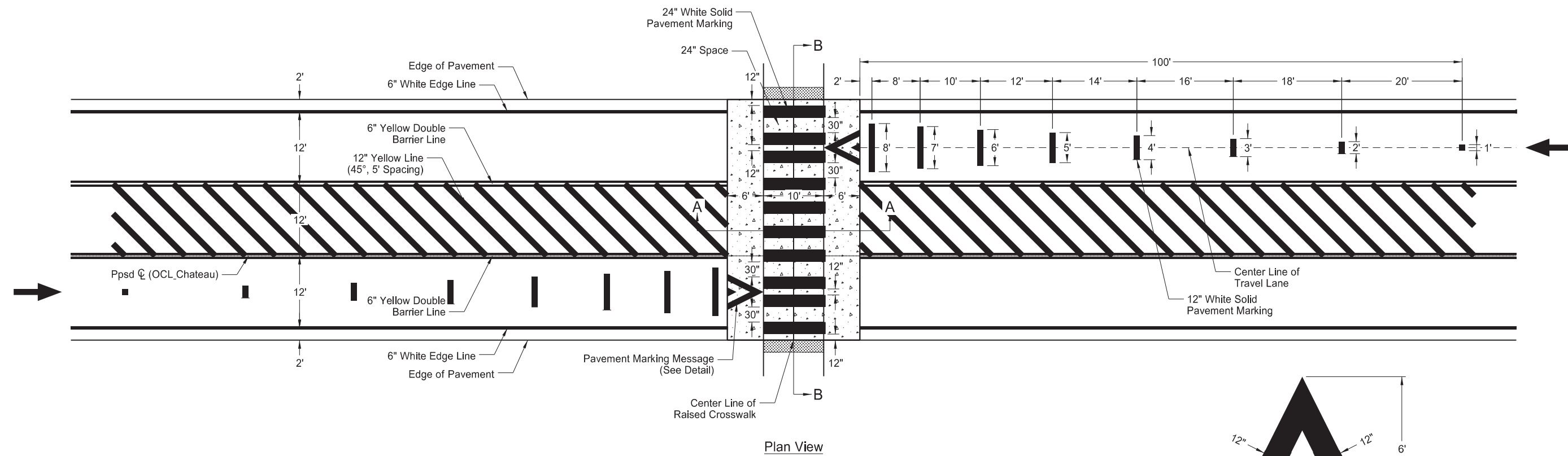
**Notes:**  
1. Calculations based on AASHTO method two.  
A design speed of 15 mph was used.

**LEGEND**

- Full Superelevation
- Superelevation Transition

**REGISTERED PROFESSIONAL ENGINEER**  
**JONATHAN D BACH**  
PE-9797  
DATE 04/16/25  
NORTH DAKOTA

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
General Details  
Superelevation Details



RAISED CROSSWALKS		
Location		
Alignment	Station	Offset
OCL_Chateau	999+91	CL
	1036+19	CL

- Notes:
1. See Section 90 for PCC jointing.
  2. See Section 110 for signing details.
  3. See Section 120 for pavement marking quantities.
  4. Curb and gutter details only apply to the raised crosswalk ramp connection at Sta 999+91 Lt. See Section 82 for ramp layout.

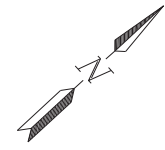
Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

General Details  
 Raised Crosswalk



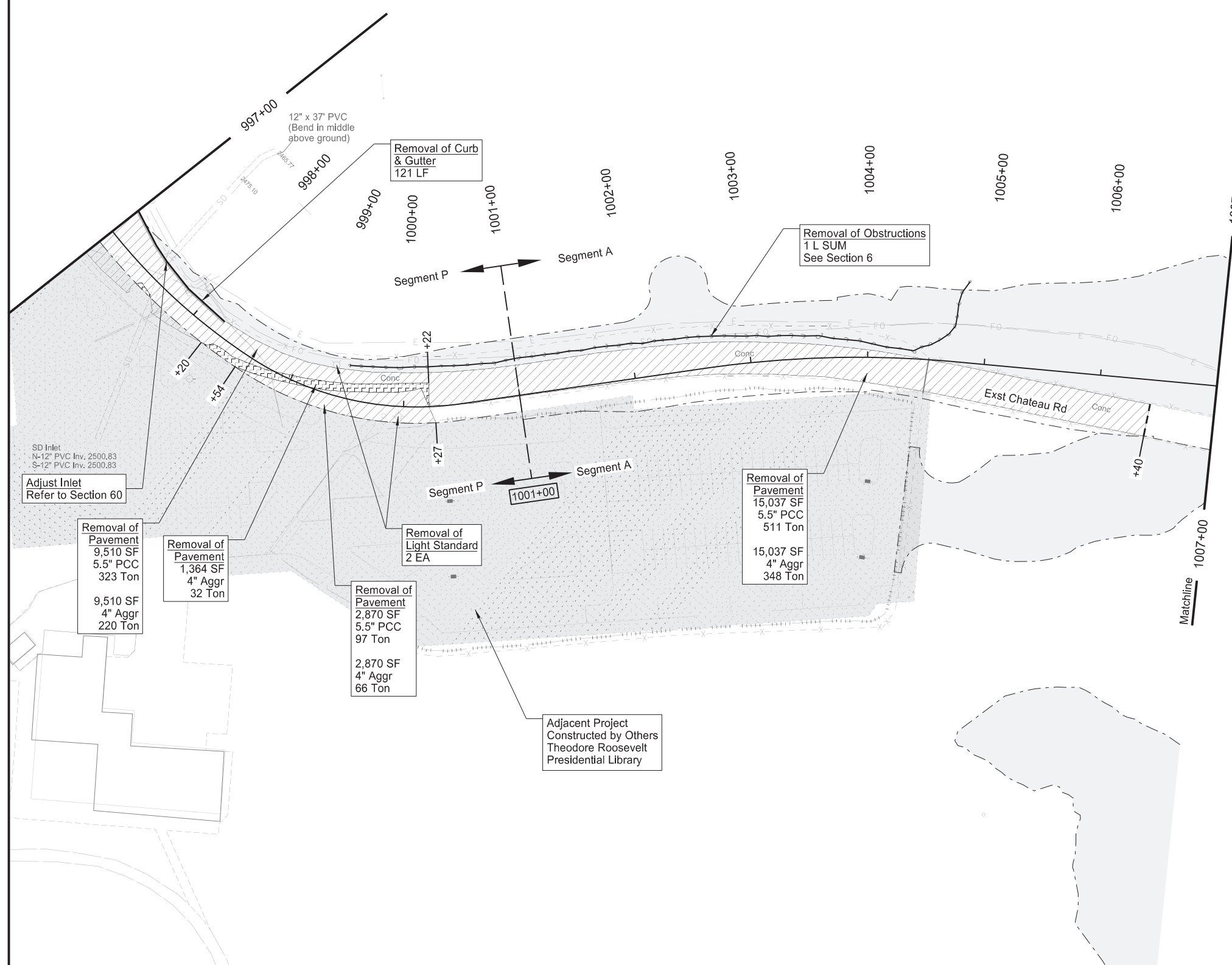


NM 1/4 Sec 27  
T-140-N  
R-102-W



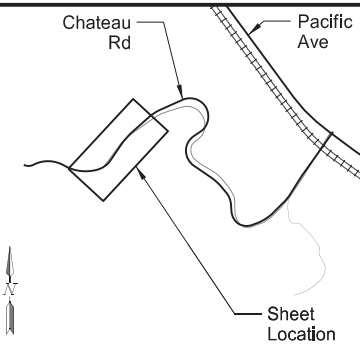
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	40	2

SPEC	CODE	BID ITEM	QTY	UNIT
202	0130	REMOVAL OF CURB & GUTTER Sta 997+00 to Sta 999+19 Lt	121	LF
202	0136	REMOVAL OF PAVEMENT		
		<b>CONCRETE PAVEMENT</b>		
		Sta 997+00 - Sta 1001+00	323	TON
		Sta 998+54 - Sta 1000+27	97	TON
		Sta 1001+00 - Sta 1006+40	511	TON
		<b>AGGREGATE BASE</b>		
		Sta 997+00 - Sta 1001+00	220	TON
		Sta 998+20 - Sta 1000+22	32	TON
		Sta 998+54 - Sta 1000+27	66	TON
		Sta 1001+00 - Sta 1006+40	348	TON
202	0295	REMOVAL OF OBSTRUCTIONS Sta 999+00 to Sta 1005+00 Lt	1	L SUM
770	4560	REMOVE LIGHT STANDARD Sta 999+34 to Sta 999+96	2	EA



Notes:  
1. Refer to Section 80 for fencing removals.

LEGEND	
	Clearing & Grubbing
	Removal of Pavement - PCC
	Removal of Pavement - Temporary Bypass
	Removal of Pavement - Aggregate Base & Surfacing
	Removal of Pipe
	Grading Tie Line
	Removal of Pavement - HMA

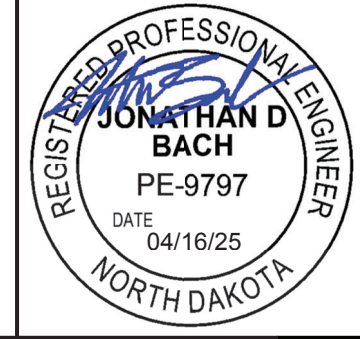


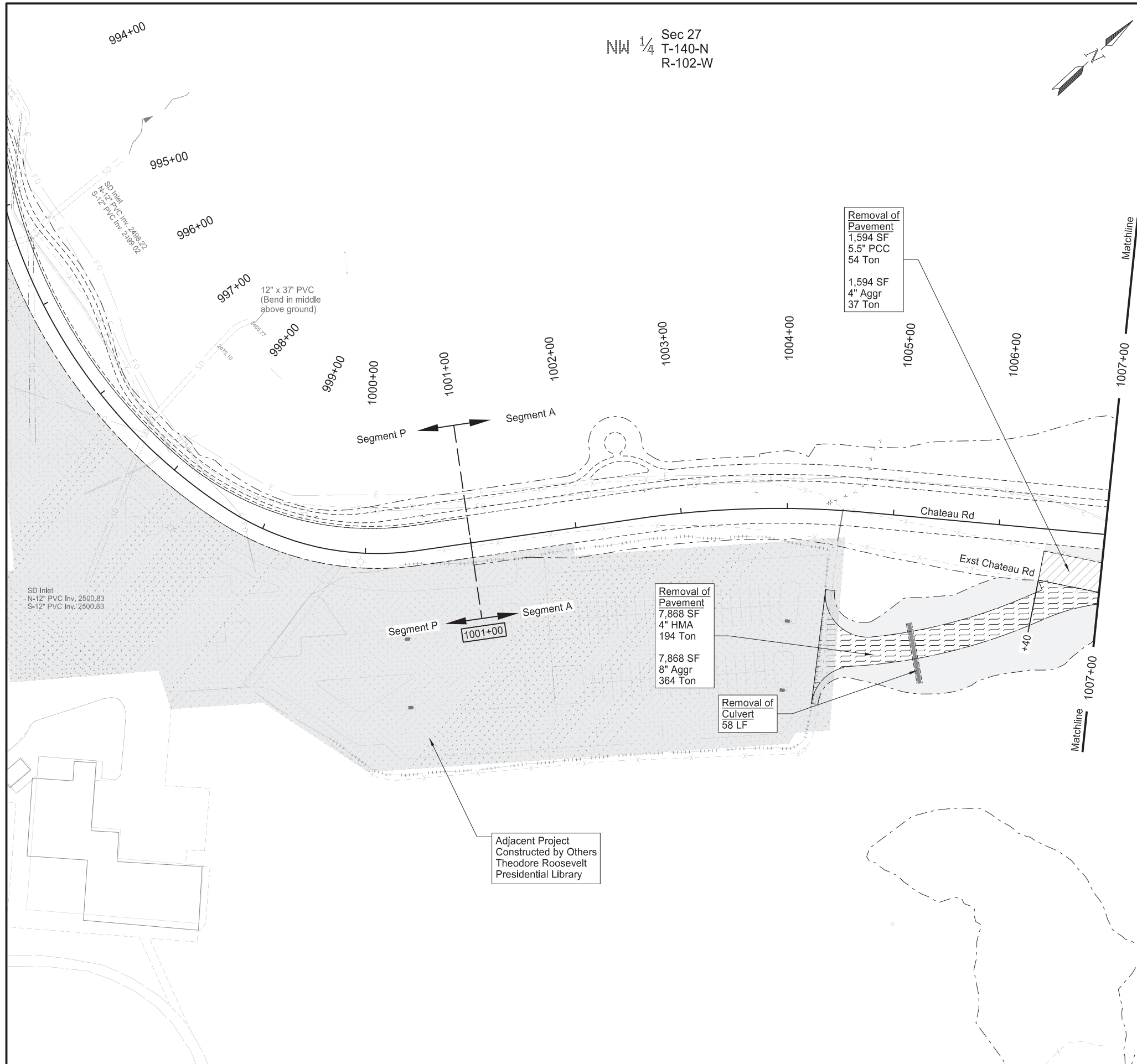
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Removals

Phase 1

Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)



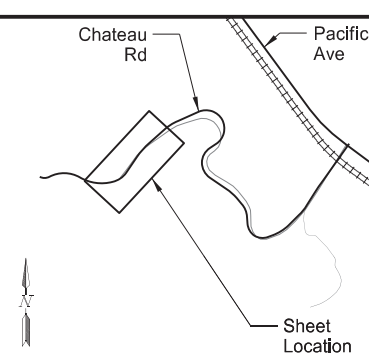


Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	40	11

SPEC	CODE	BID ITEM	QTY	UNIT
202	0136	REMOVAL OF PAVEMENT		
		<b>CONCRETE PAVEMENT</b>		
		Sta 1006+40 - Sta 1007+00	54	TON
		<b>BITUMINOUS PAVEMENT</b>		
		Sta 1004+35 - Sta 1007+63 (Parking Lot Bypass)	194	TON
		<b>AGGREGATE BASE</b>		
		Sta 1004+35 - Sta 1007+63 (Parking Lot Bypass)	364	TON
		Sta 1006+40 - Sta 1007+00	37	TON
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES		
		Sta 1005+32 Rt	58	LF

Notes:  
 1. Refer to Section 80 for fencing removals.

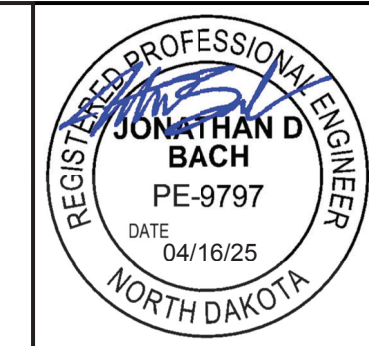
LEGEND	
	Clearing & Grubbing
	Removal of Pavement - PCC
	Removal of Pavement - Temporary Bypass
	Removal of Pavement - Aggregate Base & Surfacing
	Removal of Pipe
	Removal of Pavement - HMA
	Grading Tie Line

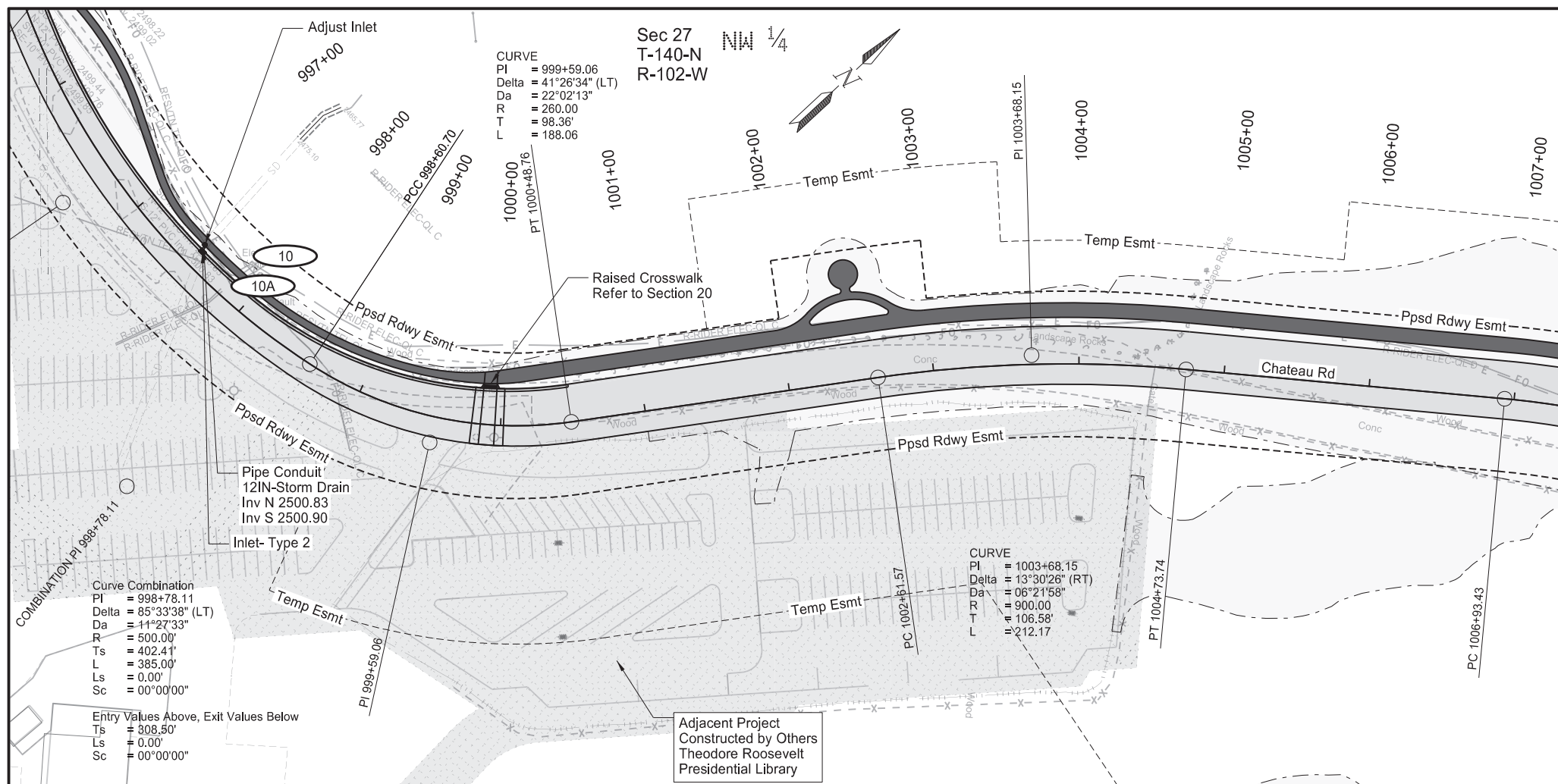


Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

Removals  
 Phase 3

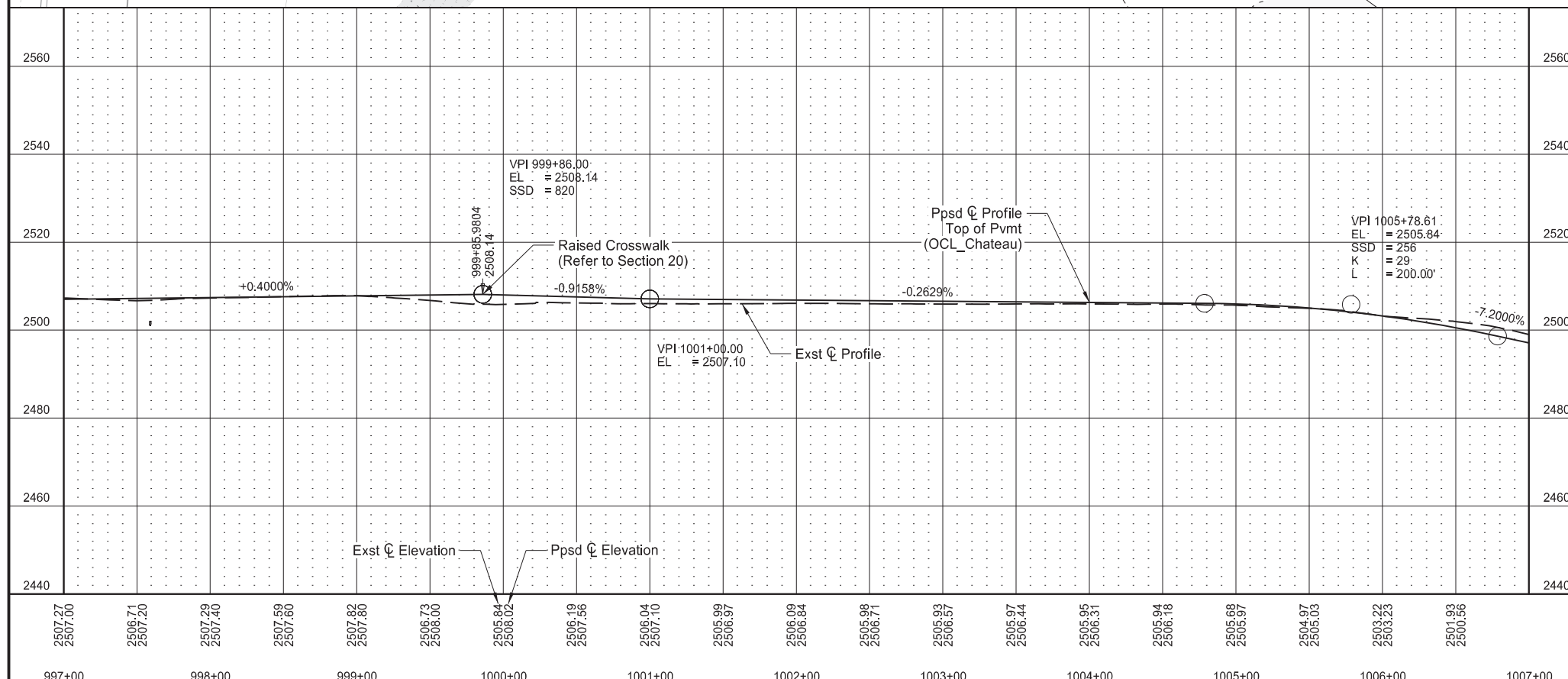
Sta 997+00 to Sta 1007+00  
 (OCL\_Chateau)





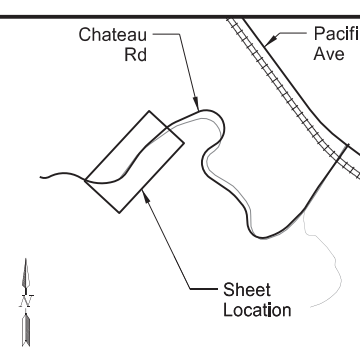
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	60	2

SPEC	CODE	BID ITEM	QTY	UNIT
714	4092	PIPE CONDUIT 12IN-STORM DRAIN MH 10 to IMH 10A	6	LF
722	3510	INLET-TYPE 2 IMH 10A	1	EA
722	6160	ADJUST INLET MH 10	1	EA



LEGEND

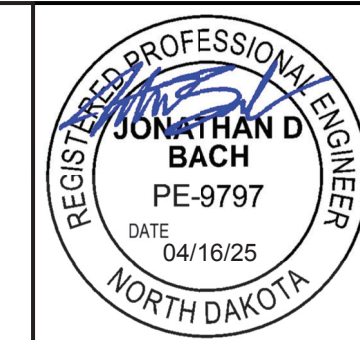
- Proposed Roadway Surfacing
- Proposed Shared-Use Path
- Proposed Grading

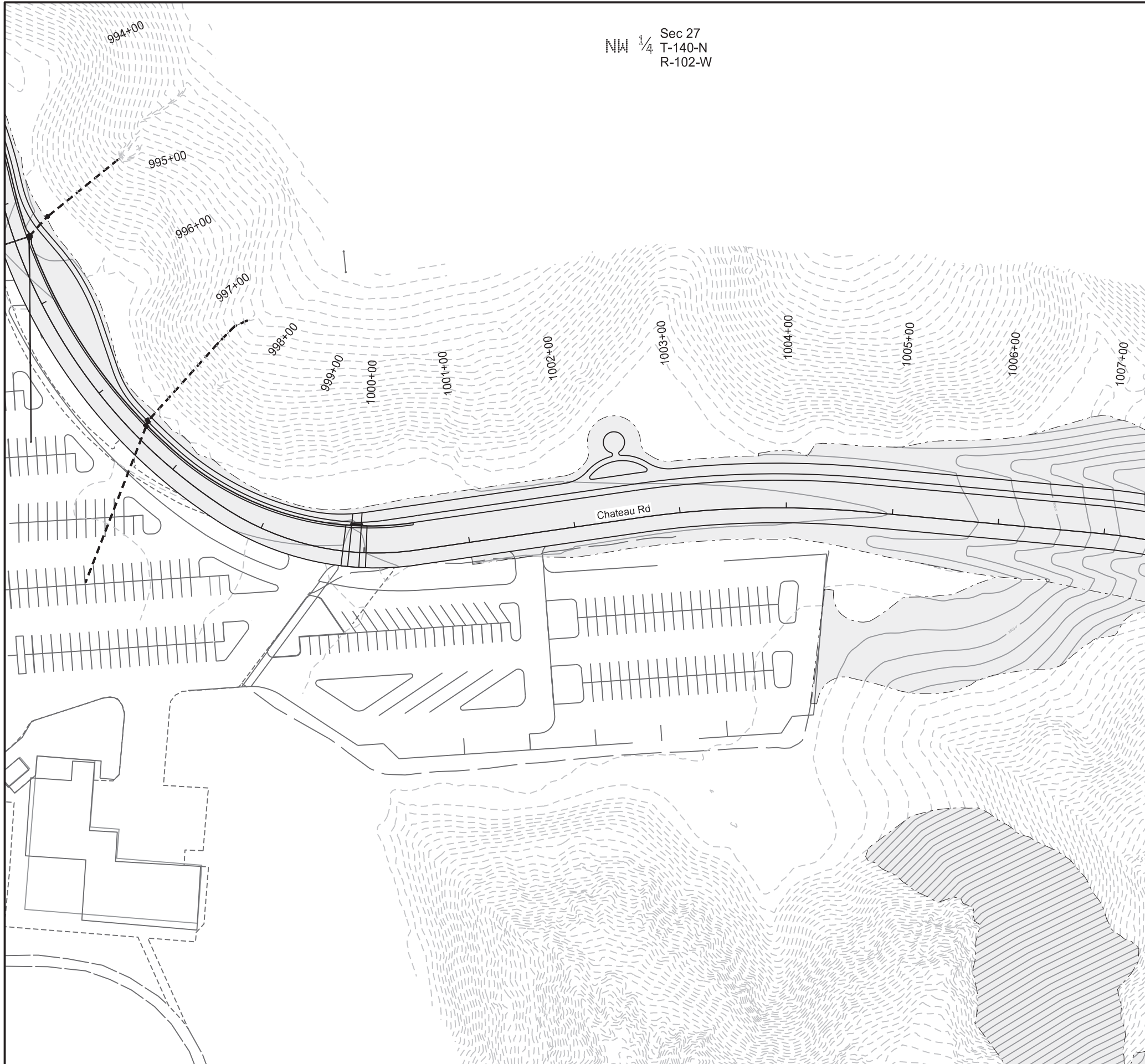


Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Plan & Profile

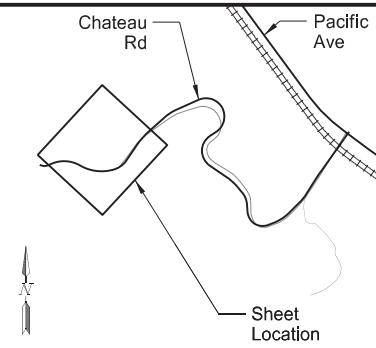
Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)





Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	70	2

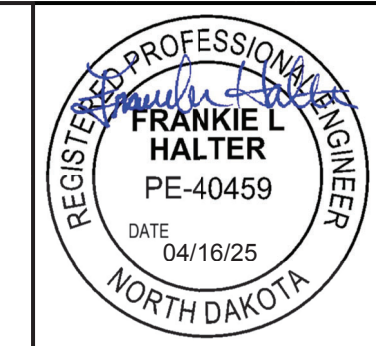
LEGEND	
	Proposed Grading Limits
	Existing Contour (2' Interval)
	Proposed Contour (2' Interval)
	Ditch Block
	Existing Pipe
	Proposed Pipe



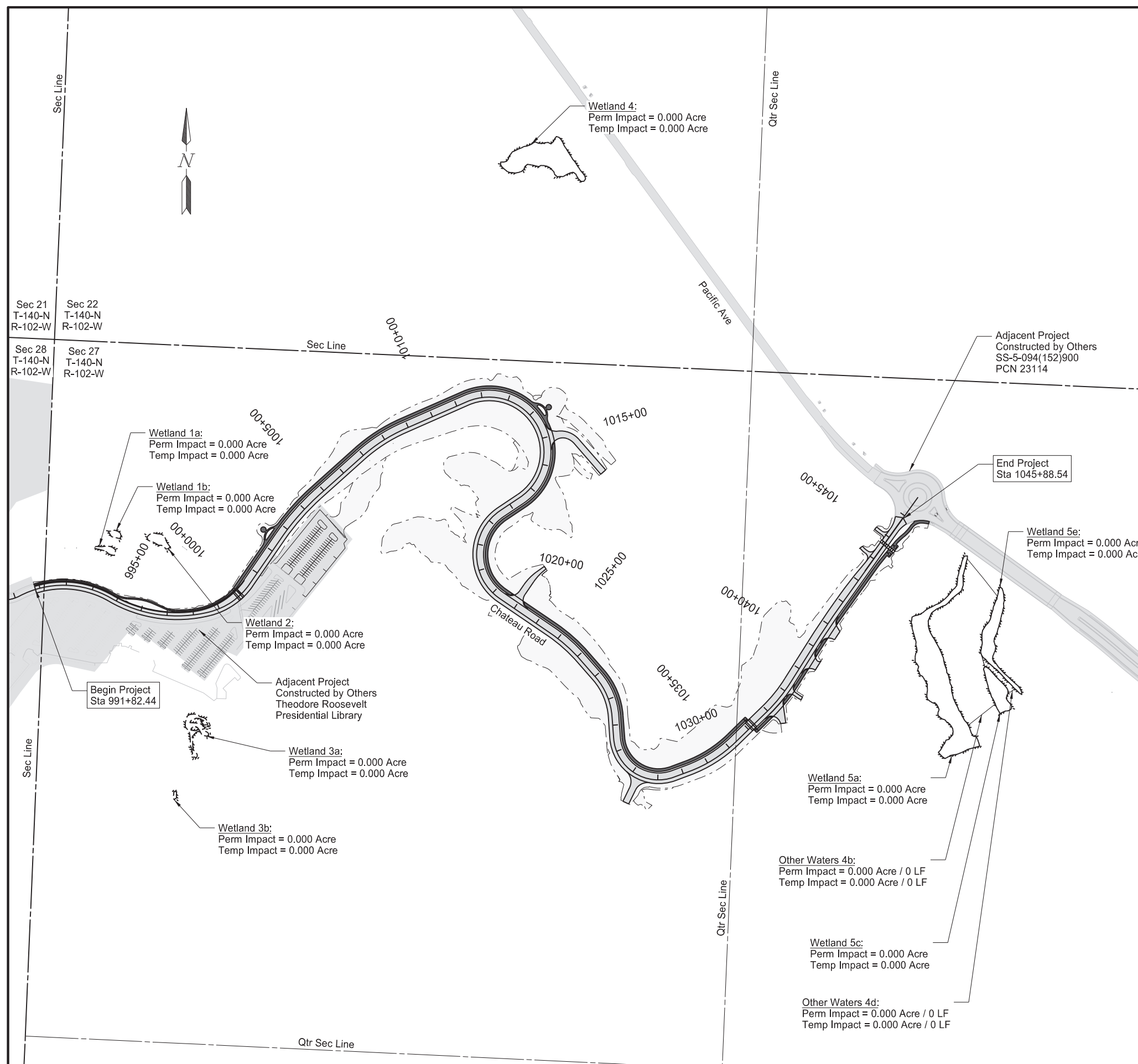
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Contours

Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	75	2



Adjacent Project Constructed by Others  
SS-5-094(152)900  
PCN 23114

End Project  
Sta 1045+88.54

Wetland 4:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 1a:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 1b:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 2:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 3a:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 3b:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 5a:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 5c:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Wetland 5e:  
Perm Impact = 0.000 Acre  
Temp Impact = 0.000 Acre

Other Waters 4b:  
Perm Impact = 0.000 Acre / 0 LF  
Temp Impact = 0.000 Acre / 0 LF

Other Waters 4d:  
Perm Impact = 0.000 Acre / 0 LF  
Temp Impact = 0.000 Acre / 0 LF

Adjacent Project Constructed by Others  
Theodore Roosevelt  
Presidential Library

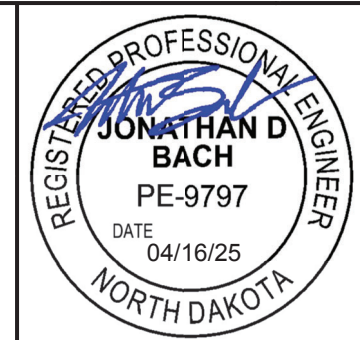
Begin Project  
Sta 991+82.44

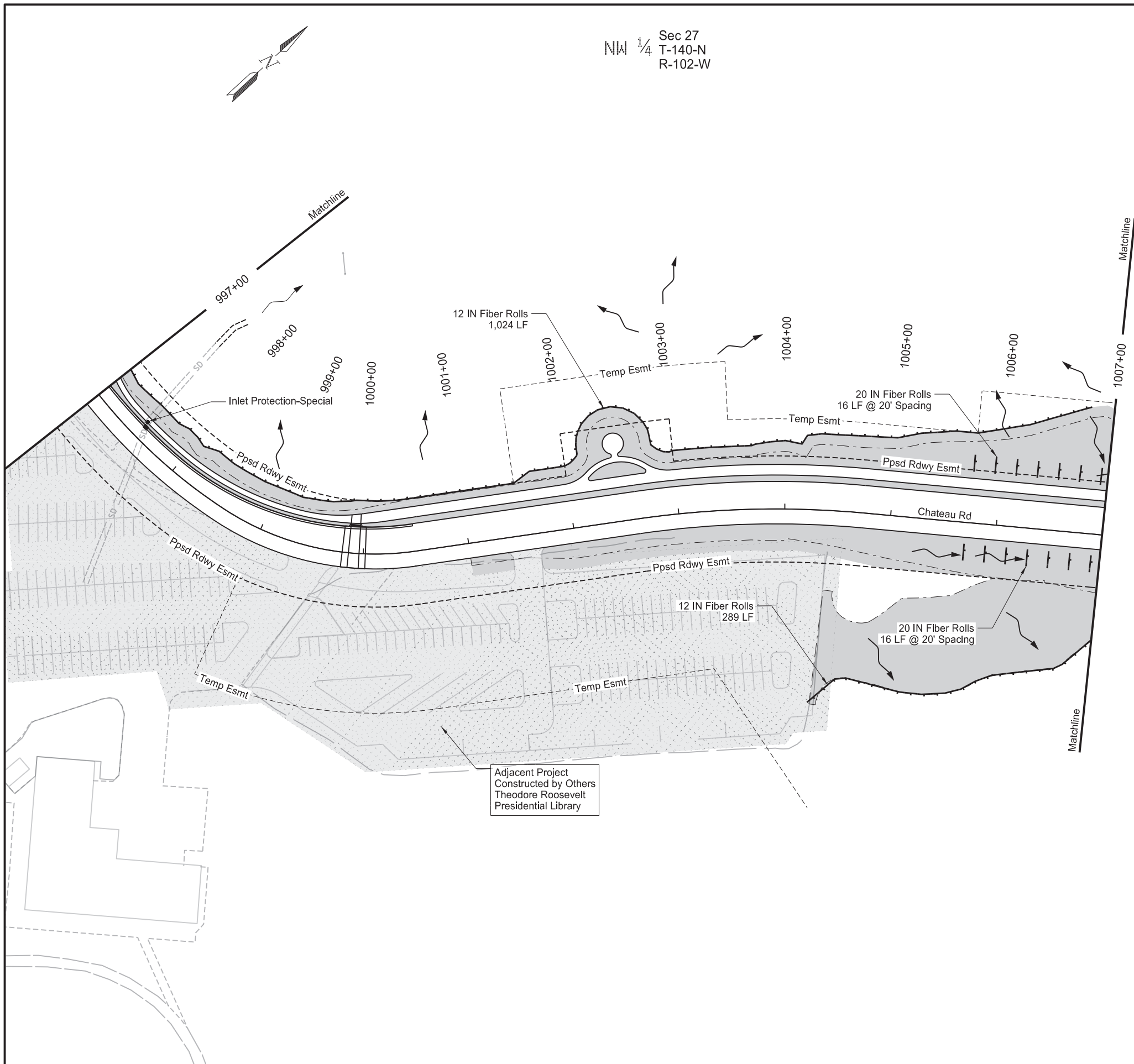
LEGEND	
	Existing Delineated Wetland
	Existing Other Waters
	Grading Tie Line
	Grading Tie Line - Temporary

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Wetlands, Mitigation and Environmental

Sta 1001+01.41 to Sta 1045+54.23  
(OCL\_Chateau)





NM 1/4 Sec 27  
T-140-N  
R-102-W

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	76	2

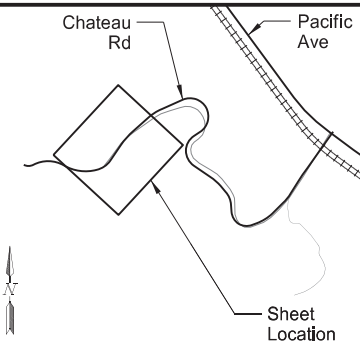
SPEC	CODE	BID ITEM	QTY	UNIT
251	2000	TEMPORARY COVER CROP Sta 997+00 to Sta 1007+00	1.6	ACRE
253	0061	SOIL STABILIZATION Sta 997+00 to Sta 1007+00	1.6	ACRE
261	0112	FIBER ROLLS 12IN Sta 997+00 to Sta 1007+00 Lt Sta 997+00 to Sta 1007+00 Rt	1,024 289	LF LF
261	0113	REMOVE FIBER ROLLS 12IN Sta 997+00 to Sta 1007+00	1,313	LF
261	0120	FIBER ROLLS 20IN Sta 997+00 to Sta 1007+00 Lt Sta 997+00 to Sta 1007+00 Rt	112 112	LF LF
261	0121	REMOVE FIBER ROLLS 20IN Sta 997+00 to Sta 1007+00	224	LF
708	1540	INLET PROTECTION-SPECIAL Sta 997+51Lt	1	EA
708	1541	REMOVE INLET PROTECTION-SPECIAL Sta 997+51Lt	1	EA

Notes:  
1. For ditch grades encountered in the field not listed, use the following spacing:  
Spacing = { Diameter of Roll (ft) - Entrenchment (ft) } / Slope (ft/ft)

DITCH FIBER SPACING	
Ditch Grade	Spacing (ft)
1%	85
2%	40
3%	30
4%	20

**LEGEND**

- Fiber Rolls
- Grading Tie Line
- Ditch Block (See Section 20)
- Inlet Protection Special (See Section 20)
- Temporary Cover Crop & Soil Stabilization
- Silt Fence Supported

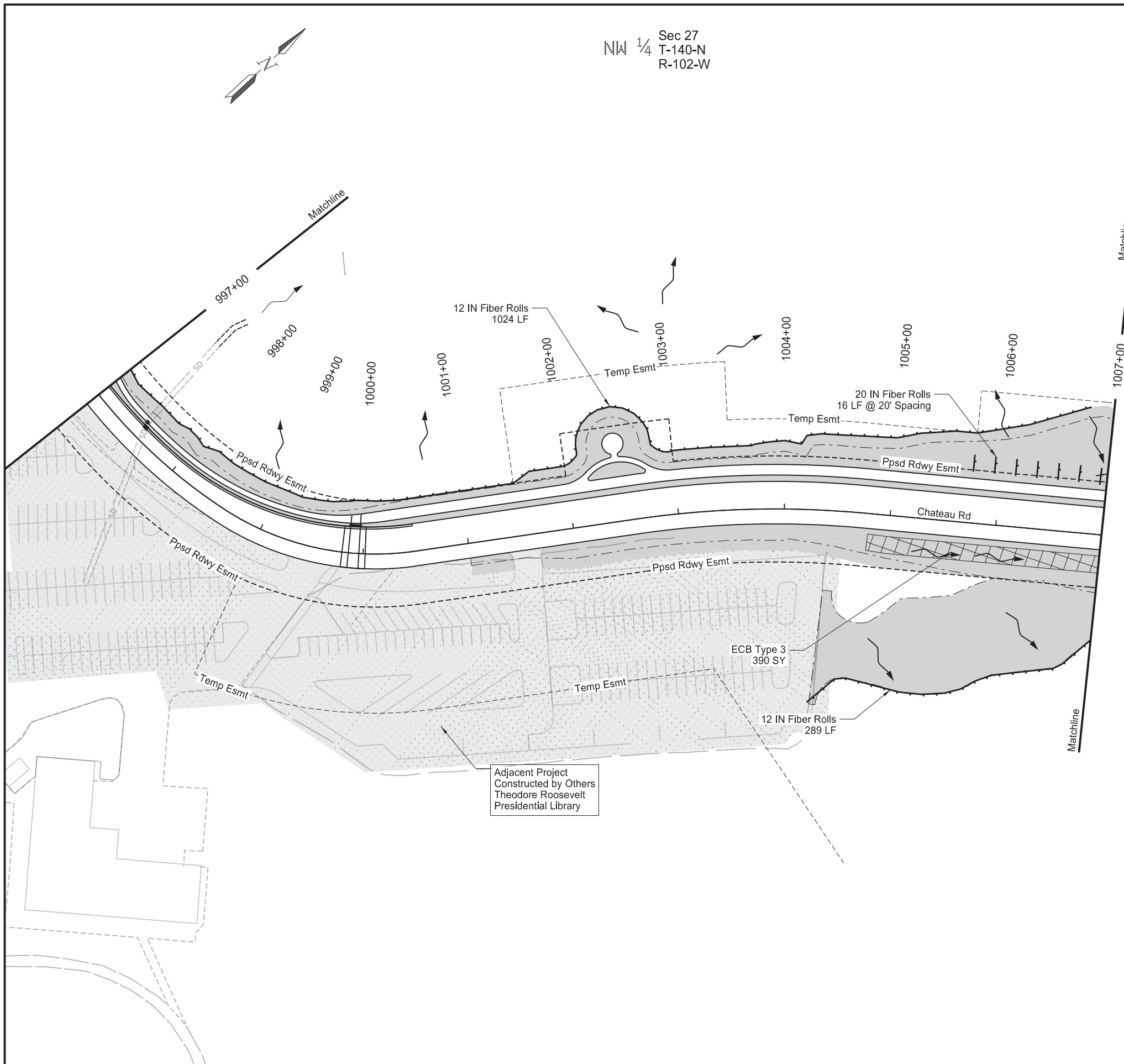


Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Temporary Erosion Control

Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)





NW 1/4 Sec 27  
T-140-N  
R-102-W

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	77	2

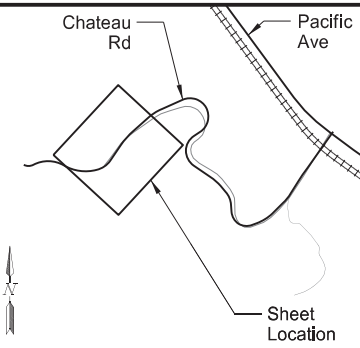
SPEC	CODE	BID ITEM	QTY	UNIT
251	0300	SEEDING CLASS III Sta 997+00 to Sta 1007+00	1.6	ACRE
253	0061	SOIL STABILIZATION Sta 997+00 to Sta 1007+00	1.5	ACRE
255	0103	ECB TYPE 3 Sta 997+00 to Sta 1007+00 Rt	390	SY
261	0112	FIBER ROLLS 12IN Sta 997+00 to Sta 1007+00 Lt Sta 997+00 to Sta 1007+00 Rt	1,024 289	LF LF
261	0120	FIBER ROLLS 20IN Sta 997+00 to Sta 1007+00 Lt	112	LF

- Notes:**
- Refer to section 20 for erosion control blankets and riprap located at culvert end sections.
  - For ditch grades encountered in the field not listed, use the following spacing:  
Spacing = { Diameter of Roll (ft) - Entrenchment (ft) } / Slope (ft/ft)

DITCH FIBER SPACING	
Ditch Grade	Spacing (ft)
1%	85
2%	40
3%	30
4%	20

**LEGEND**

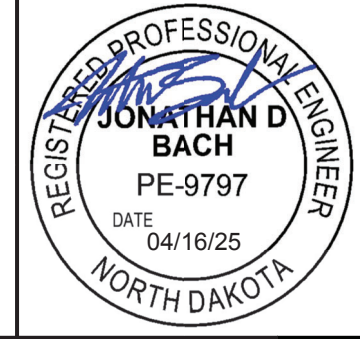
- Fiber Rolls
- Grading Tie Line
- Ditch Block (See Section 20)
- Seeding Class III & Soil Stabilization
- Seeding Class III & Turf Reinforcement Mat
- Seeding Class III & Erosion Control Blanket
- Riprap (See Section 20)
- Aggregate Surface Course



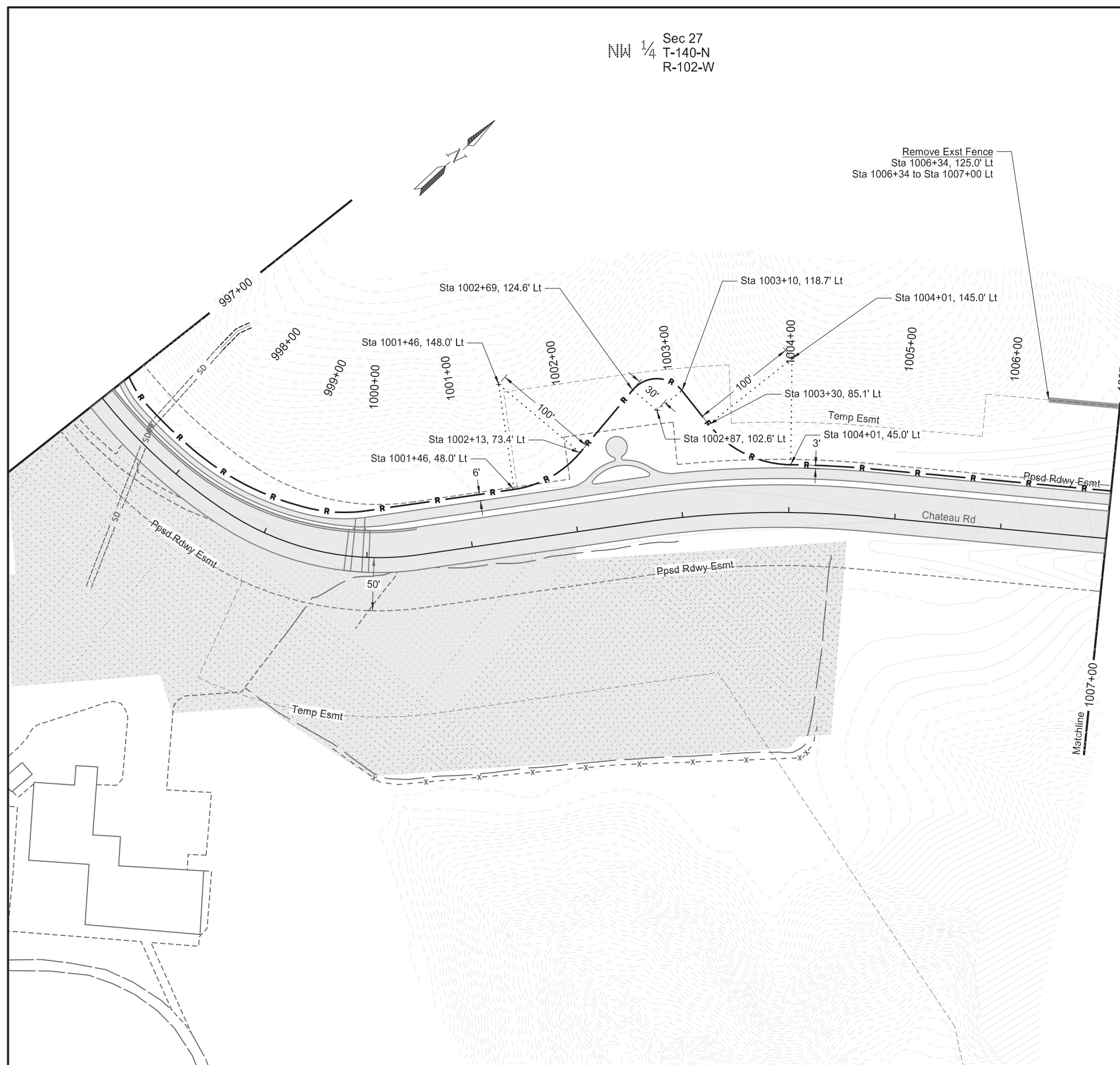
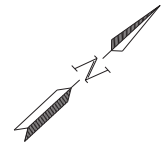
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Permanent Erosion Control

Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)



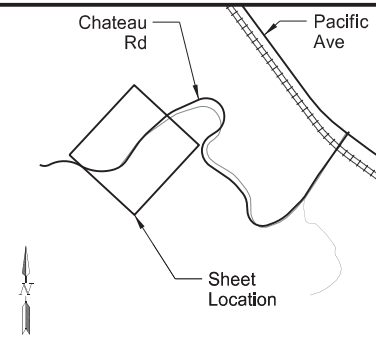
NM 1/4 Sec 27  
T-140-N  
R-102-W



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	80	7

SPEC	CODE	BID ITEM	QTY	UNIT
202	0312	REMOVE EXISTING FENCE Sta 997+00 to Sta 1007+00 Lt	67	LF
752	0970	FENCE WOOD Sta 997+00 to Sta 1007+00 Lt	1,046	LF

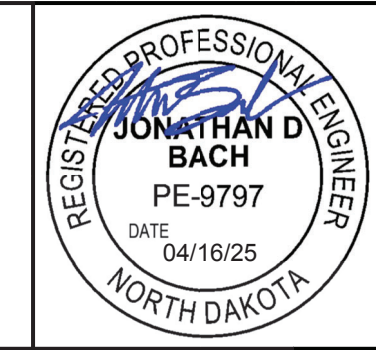
LEGEND	
- WF-08 -	8' Woven Wire Fence
- X -	Barbed Wire Fence
•	Corner Assembly
- R -	Fence Wood
█	Remove Fence
●	Reset Vehicle Gate
▣	Double Brace Assembly



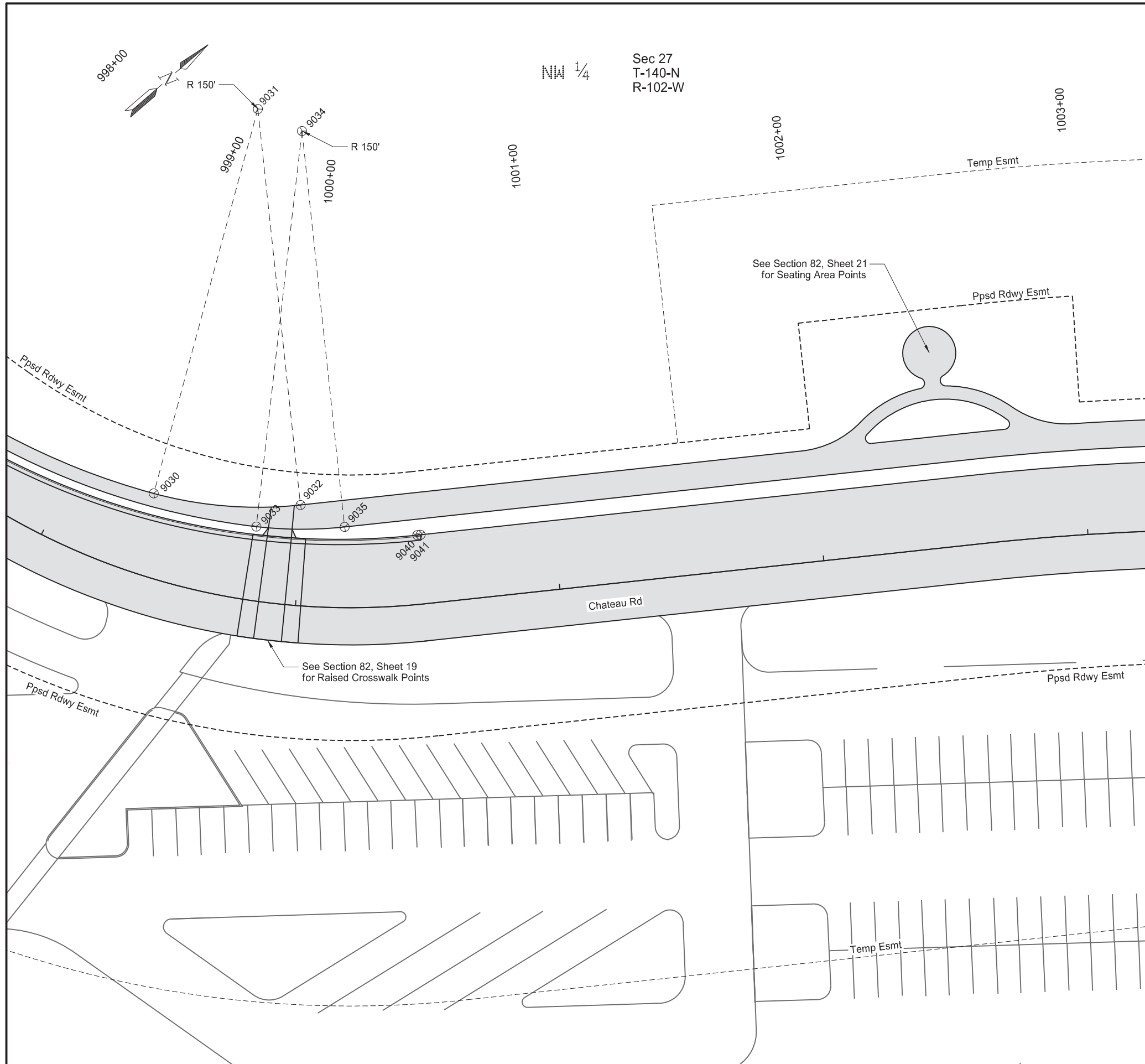
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Fencing Layouts  
Permanent

Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)







Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	82	2

Shared Use Path  
Stations and offsets based on OCL\_Chateau alignment

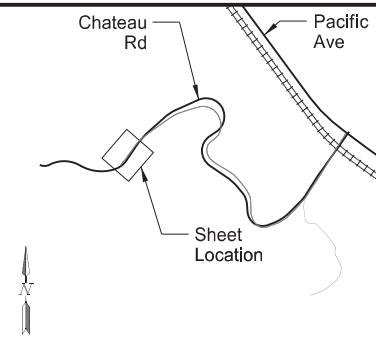
Point	Northing	Easting	Station	Offset	Description
9030	470365.04	1208371.57	999+35.14	-30.72	
9031	470489.21	1208287.42	999+03.50	-179.81	CENTER RADIUS
9032	470404.12	1208410.95	999+98.69	-37.89	
9033	470386.18	1208406.25	999+80.86	-27.82	
9034	470496.41	1208304.52	999+62.47	-177.50	CENTER RADIUS
9035	470411.32	1208428.05	1000+18.25	-30.42	

Back of Curb  
Stations and offsets based on OCL\_Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9040	470430.05	1208448.24	1000+48.76	-26.00	
9041	470431.07	1208448.94	1000+50.00	-26.00	

LEGEND

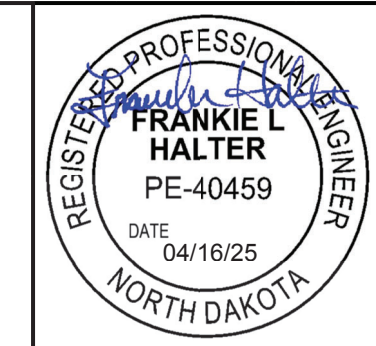
	8" Non-Reinf Concrete Pavement CI AE-Doweled
	Commercial Grade Hot Mix Asphalt
	Aggregate Base Course CI 5

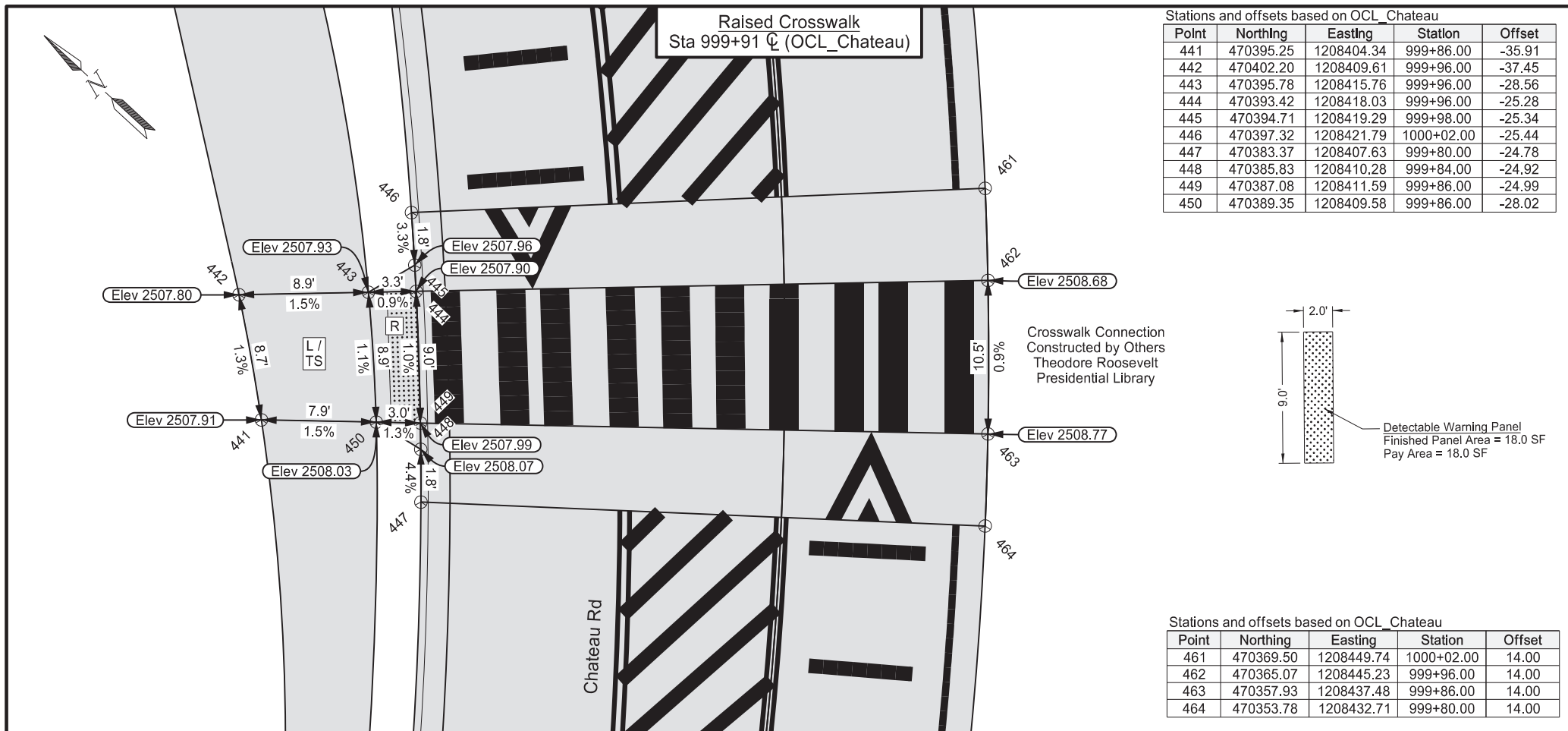


Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Survey Data Layout

Sta 999+00.00 to Sta 1003+00.00  
(OCL\_Chateau)



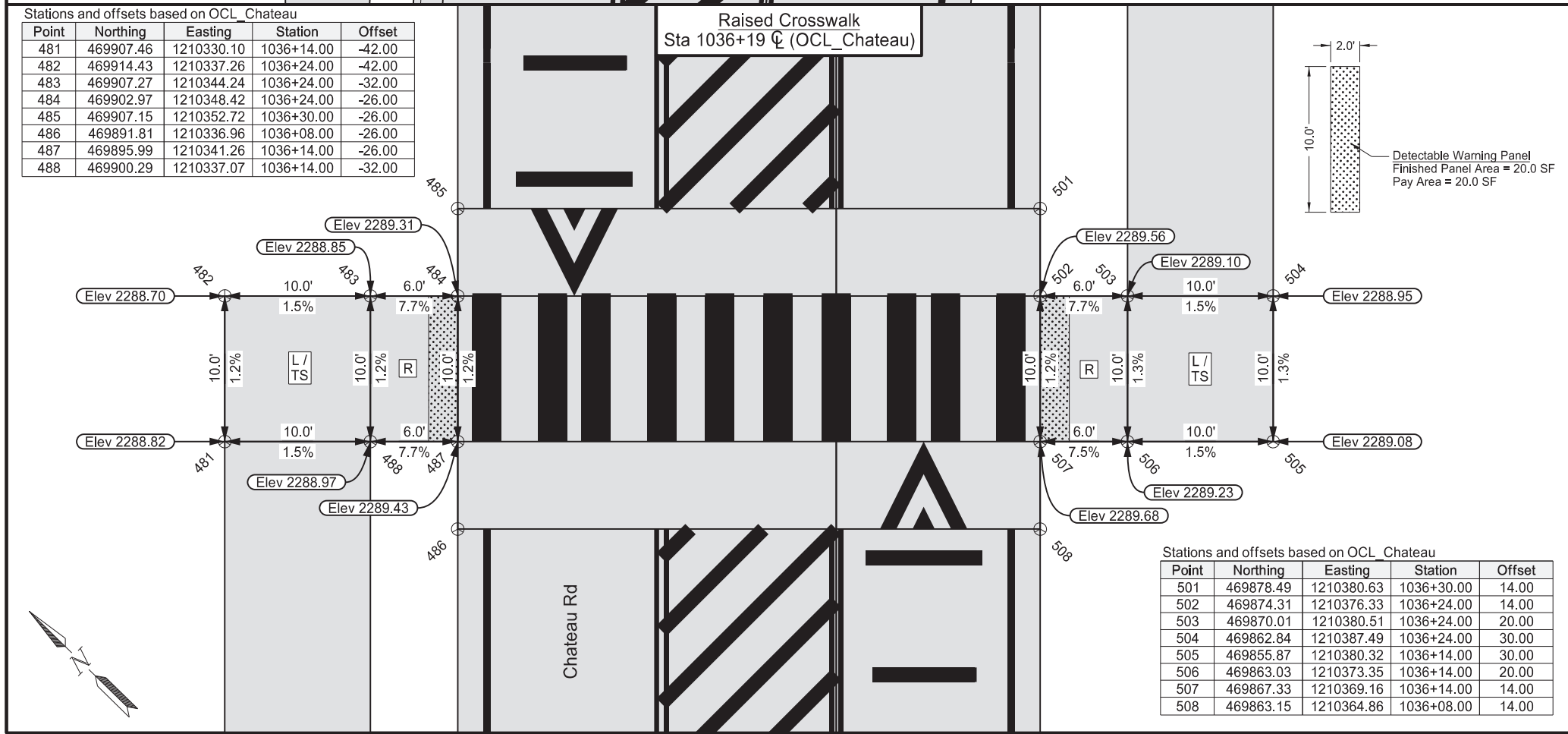


Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
441	470395.25	1208404.34	999+86.00	-35.91
442	470402.20	1208409.61	999+96.00	-37.45
443	470395.78	1208415.76	999+96.00	-28.56
444	470393.42	1208418.03	999+96.00	-25.28
445	470394.71	1208419.29	999+98.00	-25.34
446	470397.32	1208421.79	1000+02.00	-25.44
447	470383.37	1208407.63	999+80.00	-24.78
448	470385.83	1208410.28	999+84.00	-24.92
449	470387.08	1208411.59	999+86.00	-24.99
450	470389.35	1208409.58	999+86.00	-28.02

Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
461	470369.50	1208449.74	1000+02.00	14.00
462	470365.07	1208445.23	999+96.00	14.00
463	470357.93	1208437.48	999+86.00	14.00
464	470353.78	1208432.71	999+80.00	14.00



Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
481	469907.46	1210330.10	1036+14.00	-42.00
482	469914.43	1210337.26	1036+24.00	-42.00
483	469907.27	1210344.24	1036+24.00	-32.00
484	469902.97	1210348.42	1036+24.00	-26.00
485	469907.15	1210352.72	1036+30.00	-26.00
486	469891.81	1210336.96	1036+08.00	-26.00
487	469895.99	1210341.26	1036+14.00	-26.00
488	469900.29	1210337.07	1036+14.00	-32.00

Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
501	469878.49	1210380.63	1036+30.00	14.00
502	469874.31	1210376.33	1036+24.00	14.00
503	469870.01	1210380.51	1036+24.00	20.00
504	469862.84	1210387.49	1036+24.00	30.00
505	469855.87	1210380.32	1036+14.00	30.00
506	469863.03	1210373.35	1036+14.00	20.00
507	469867.33	1210369.16	1036+14.00	14.00
508	469863.15	1210364.86	1036+08.00	14.00

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	82	19

SPEC	CODE	BID ITEM	QTY	UNIT
750	2115	DETECTABLE WARNING PANELS		
		Raised Crosswalk - Sta 999+91 ☒	18	SF
		Raised Crosswalk - Sta 1036+19 ☒	40	SF

**Notes:**

- Dimensions shown may vary from actual. Field adjust if maximum slopes cannot be met with dimensions shown.
- See Standard Drawing D-750-3 for additional details.
- All form grades to be approved by engineer prior to placing surfacing material.
- Refer to Section 10 for shared use path paving quantities.

**LEGEND**

<p>--- : 4' long x width of Pedestrian Access Route of 4' minimum clear space outside traffic lanes of travel</p> <p>--- : 1.5% preferred cross slope</p> <p>--- : 2.0% maximum cross slope</p> <p>--- : 4.7% preferred running and counter slope</p> <p>--- : 5.0% maximum running and counter slope</p> <p>[L/TS] : Landing / Turning Space 1.5% preferred slope (2% maximum) all directions</p> <p>[R] : Preferred Ramp Grade = 5.0% to 7.5% Maximum Constructed Grade = 8.3% Preferred Cross Slope = 1.5% Maximum Constructed Cross Slope = 2.0%</p> <p>[B] : 1.5% preferred cross slope 2.0% maximum constructed cross slope running slope consistent with the Pedestrian Access Route</p> <p>--- : 4.7% preferred max counter slope --- : 5.0% max constructed counter slope</p> <p>[Pattern] : Detectable Warning Panels</p>	<p>** Exception: Where the grade established for the adjacent street exceeds 5.0%, the grade of the pedestrian access route shall not exceed the grade established for the adjacent street.</p>
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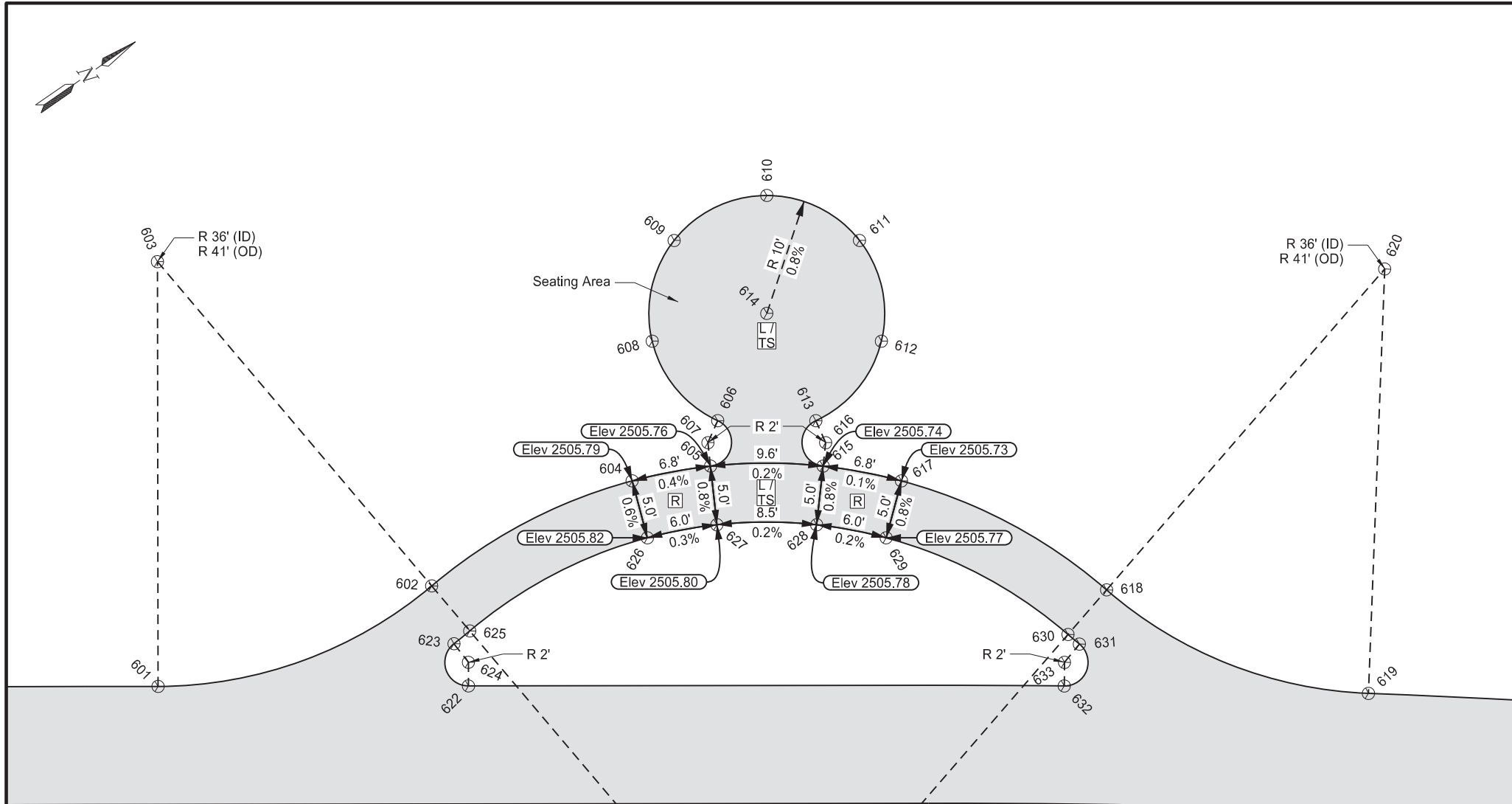
  

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Survey Data Layout  
ADA Ramp Details

Raised Crosswalk  
Sta 999+91 ☒ (OCL\_Chateau)

Raised Crosswalk  
Sta 1036+19 ☒ (OCL\_Chateau)



- Notes:
1. Dimensions shown may vary from actual. Field adjust if maximum slopes cannot be met with dimensions shown.
  2. See Standard Drawing D-750-3 for additional details.
  3. All form grades to be approved by engineer prior to placing surfacing material.
  4. Refer to Section 10 for shared use path paving quantities.
  5. Relocated scoria boulders to be placed within and around the proposed seating areas. Refer to Section 85 for details.

LEGEND

  : 4' long x width of Pedestrian Access Route of 4' minimum clear space outside traffic lanes of travel  
 1.5% preferred cross slope  
 2.0% maximum cross slope  
**\*\*** 4.7% preferred running and counter slope  
**\*\*** 5.0% maximum running and counter slope

**L/TS** : Landing / Turning Space  
 1.5% preferred slope (2% maximum) all directions

**R** : Preferred Ramp Grade = 5.0% to 7.5%  
 Maximum Constructed Grade = 8.3%  
 Preferred Cross Slope = 1.5%  
 Maximum Constructed Cross Slope = 2.0%

**B** : 1.5% preferred cross slope  
 2.0% maximum constructed cross slope  
 running slope consistent with the Pedestrian Access Route  
**\*\*** 4.7% preferred max counter slope  
**\*\*** 5.0% max constructed counter slope

Detectable Warning Panels

**\*\* Exception:** Where the grade established for the adjacent street exceeds 5.0%, the grade of the pedestrian access route shall not exceed the grade established for the adjacent street.

Stations and offsets based on OCL\_Chateau

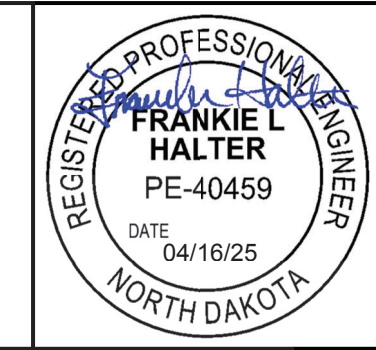
Point	Northing	Easting	Station	Offset	Description
601	470560.56	1208518.72	1001+96.22	-42.00	
602	470584.50	1208524.90	1002+19.44	-50.49	
603	470580.99	1208489.07	1001+96.22	-78.00	CENTER RADIUS
604	470603.55	1208527.24	1002+36.45	-59.37	
605	470609.72	1208529.99	1002+43.10	-60.60	
606	470612.42	1208527.17	1002+43.72	-64.45	
607	470610.68	1208528.23	1002+42.89	-62.59	CENTER RADIUS
608	470611.68	1208518.47	1002+38.17	-71.20	
609	470618.06	1208512.50	1002+40.04	-79.74	
610	470626.69	1208513.83	1002+47.91	-83.54	
611	470630.99	1208521.44	1002+55.76	-79.71	
612	470627.67	1208529.52	1002+57.61	-71.17	
613	470619.26	1208531.90	1002+52.04	-64.44	
614	470621.01	1208522.06	1002+47.89	-73.54	CENTER RADIUS
615	470617.58	1208535.42	1002+52.65	-60.59	
616	470618.89	1208533.90	1002+52.87	-62.58	CENTER RADIUS
617	470622.34	1208540.22	1002+59.29	-59.33	
618	470631.40	1208557.72	1002+75.88	-50.18	
619	470644.68	1208577.56	1002+97.22	-42.00	
620	470666.26	1208548.74	1002+97.22	-78.00	CENTER RADIUS
621	470588.79	1208568.69	1002+47.81	-16.86	CENTER RADIUS
622	470582.24	1208533.65	1002+22.55	-42.00	
623	470583.27	1208530.01	1002+21.32	-45.58	
624	470583.38	1208532.00	1002+22.55	-44.00	CENTER RADIUS
625	470584.98	1208529.88	1002+22.66	-46.66	
626	470601.87	1208531.95	1002+37.74	-54.53	
627	470607.34	1208534.39	1002+43.64	-55.63	
628	470614.31	1208539.20	1002+52.10	-55.62	
629	470618.53	1208543.46	1002+57.99	-54.51	
630	470626.56	1208558.97	1002+72.82	-46.36	
631	470626.89	1208560.18	1002+73.75	-45.57	
632	470623.81	1208562.37	1002+72.56	-42.00	
633	470624.97	1208560.74	1002+72.56	-44.00	CENTER RADIUS

Chateau Rd

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

Survey Data Layout  
 ADA Ramp Details

Seating Area  
 Sta 1002+48 Lt (OCL\_Chateau)



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	90	2

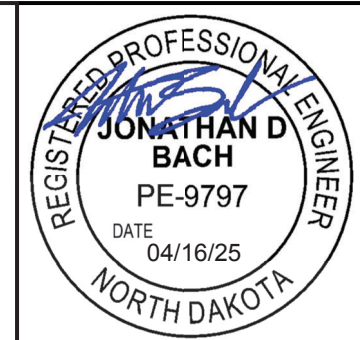


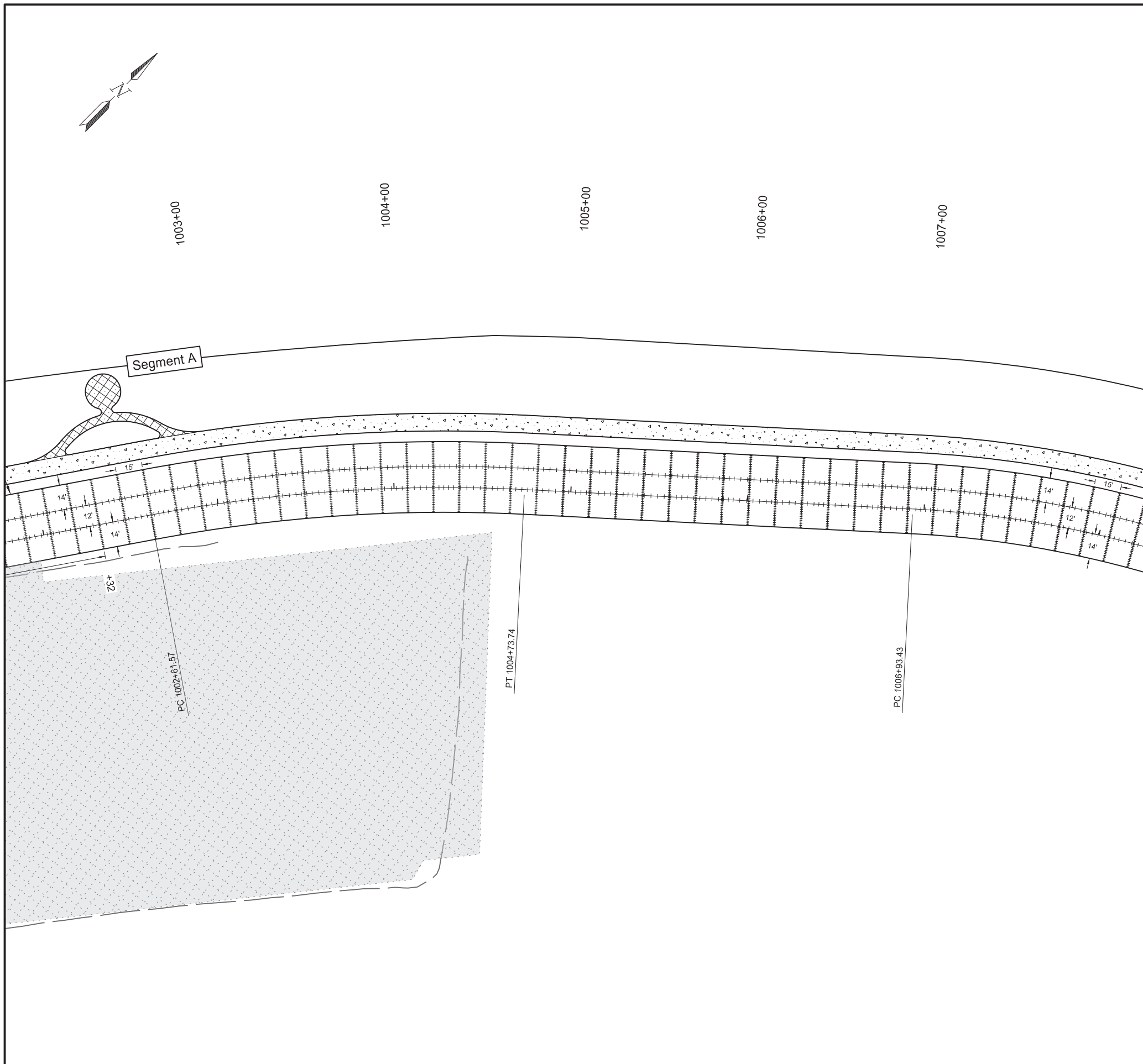
**Notes:**

1. Space Joints at the maximum 15' Longitudinally unless otherwise specified. Measured along the exterior edge when on a curve.
2. See Section 10 for Quantities.

LEGEND	
	Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 12" Aggregate Base Course CL 5)
	Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 4" Aggregate Base Course CL 5)
	Sidewalk Concrete 8IN (8" Sidewalk Concrete, 8" Aggregate Base Course CL 5)
	Commercial Grade Hot Mix Asphalt (4" Hot Mix Asphalt, 12" Aggregate Base Course CL 5)
	Aggregate Base Course Class 5 (6" Depth)
	8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth, 2,800 psi in 30 hours)
	8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth)
	2" Dia. Core Hole filled with Hot Pour Sealant
	Tied Joint w/ Hot Pour Seal
	Untied Joint
	Doweled Joint

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Paving Layouts  
 Chateau Road  
 Sta 996+00 to Sta 1002+00  
 (OCL\_Chateau)





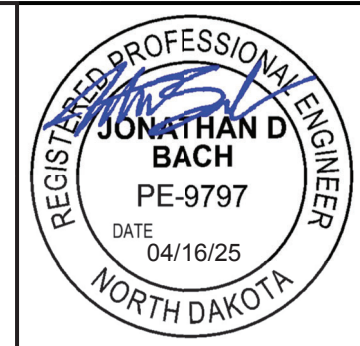
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	90	3

- Notes:**
1. Space Joints at the maximum 15' Longitudinally unless otherwise specified. Measured along the exterior edge when on a curve.
  2. See Section 10 for Quantities.

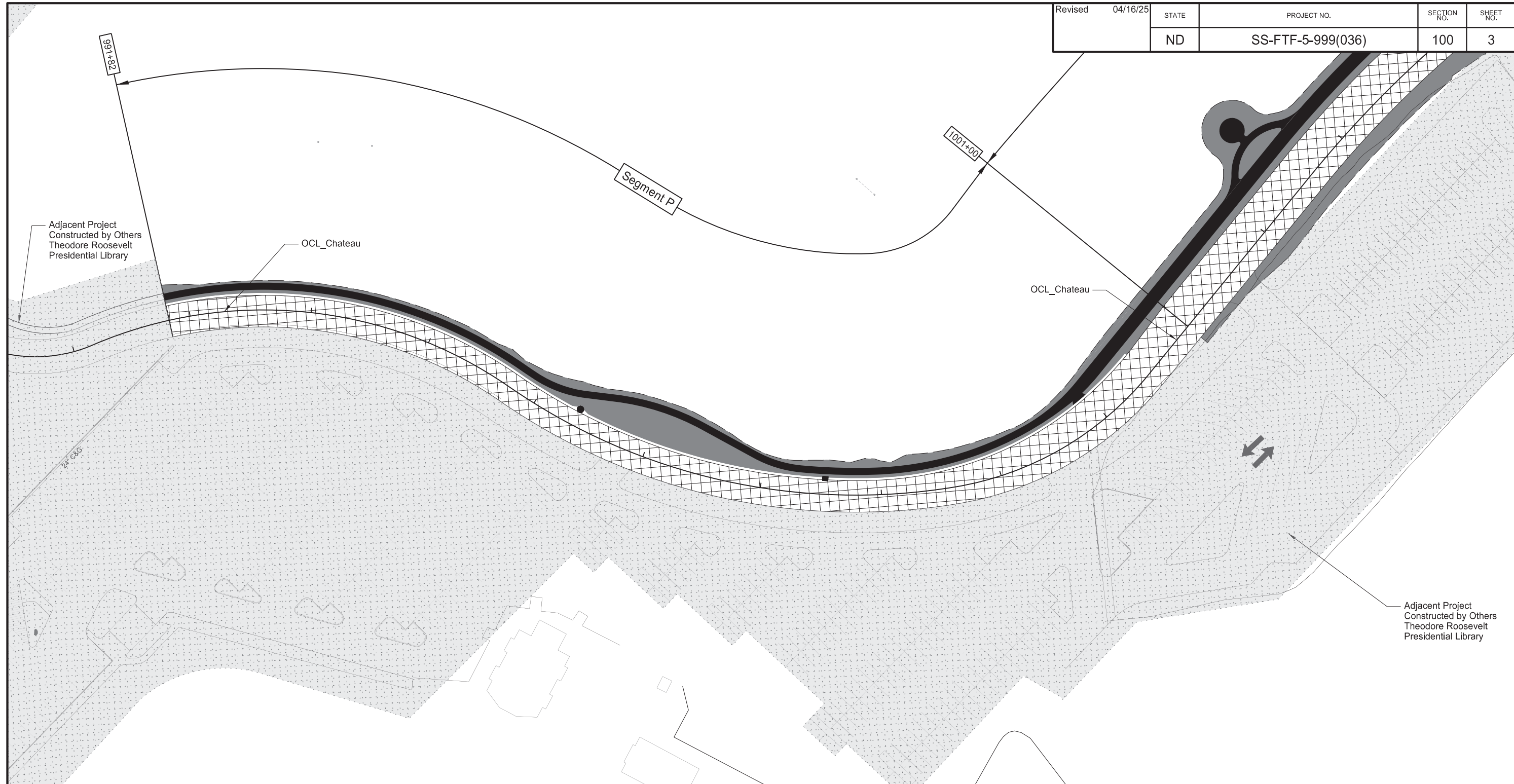
**LEGEND**

	Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 12" Aggregate Base Course CL 5)		Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 4" Aggregate Base Course CL 5)
	Sidewalk Concrete 8IN (8" Sidewalk Concrete, 8" Aggregate Base Course CL 5)		Commercial Grade Hot Mix Asphalt (4" Hot Mix Asphalt, 12" Aggregate Base Course CL 5)
	Aggregate Base Course Class 5 (6" Depth)		
	8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth, 2,800 psi in 30 hours)		
	8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth)		
	2" Dia. Core Hole filled with Hot Pour Sealant		
	Tied Joint w/ Hot Pour Seal		Untied Joint
	Doweled Joint		

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Paving Layouts  
 Chateau Road  
 Sta 1002+00 to Sta 1008+00  
 (OCL\_Chateau)



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	100	3



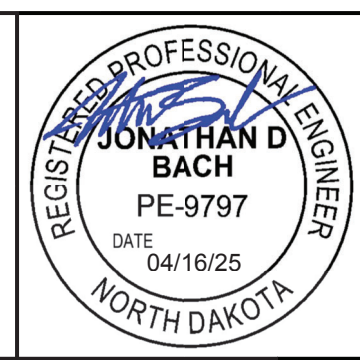
LEGEND			
	New Shared Use Path		Adjacent Projects Constructed by Others
	New Permanent Surfacing		Temporary Surfacing
	Grading Work		Direction of Traffic
	Previous Phase Surfacing		

Chateau Road - Medora, ND  
 Burning Hills Amphitheatre to Pacific Ave

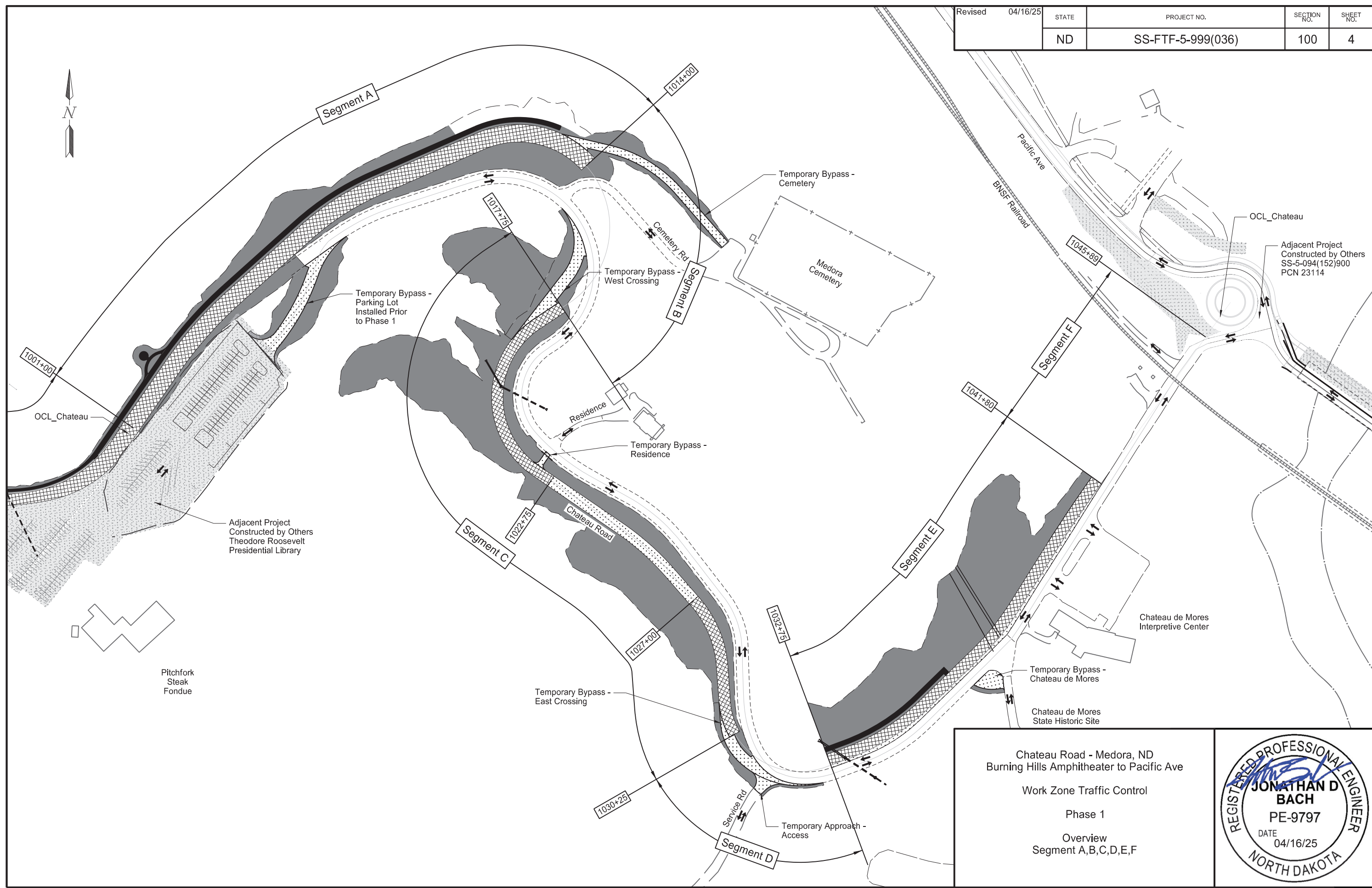
Work Zone Traffic Control

Phase 1

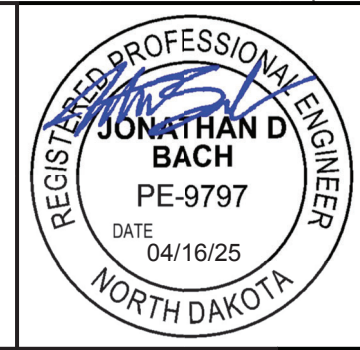
Overview  
 Segment P

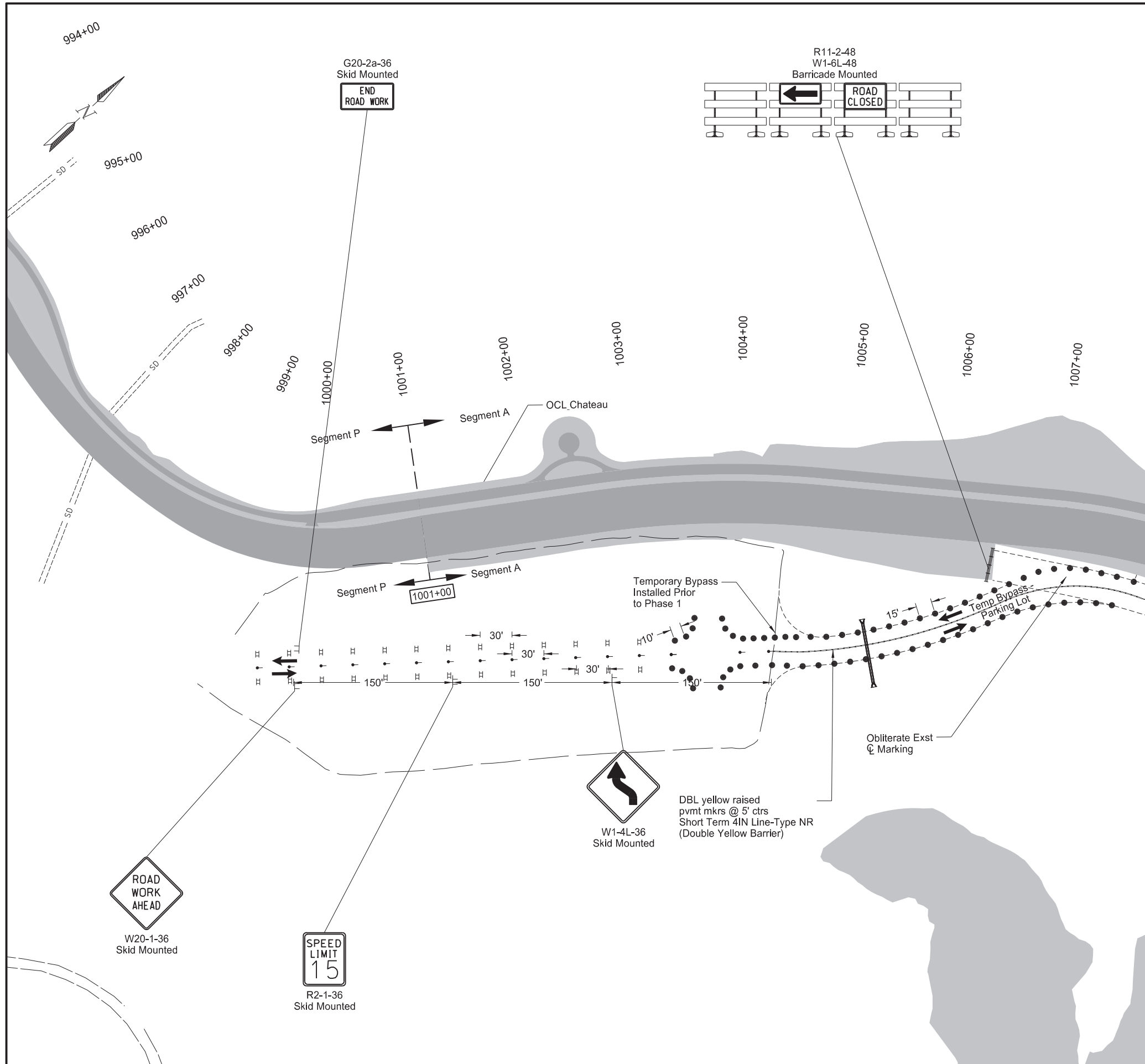


Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	100	4



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 1  
 Overview  
 Segment A,B,C,D,E,F



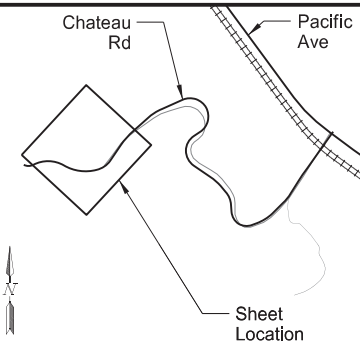


Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	100	9

SPEC	CODE	BID ITEM	QTY	UNIT
704	1500	OBLITERATION OF PAVEMENT MARKING 4" Yellow Single Barrier ☐	48	SF
762	0430	SHORT TERM 4IN LINE-TYPE NR Yellow Double Barrier ☐	358	LF

**Notes:**  
1. Traffic maintenance and construction phasing for adjacent projects are assumed.

LEGEND	
	Surfacing Work Area
	Grading Work Area
	Adjacent Project
	Traffic Flow
	Stackable Vertical Panel
	Sign
	Flagger
	Raised Pvmt Markers



Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Work Zone Traffic Control

Phase 1

Layout

Sta 1000+00 to Sta 1007+00  
(OCL\_Chateau)

REGISTERED PROFESSIONAL ENGINEER

**JONATHAN D BACH**

PE-9797

DATE 04/16/25

NORTH DAKOTA



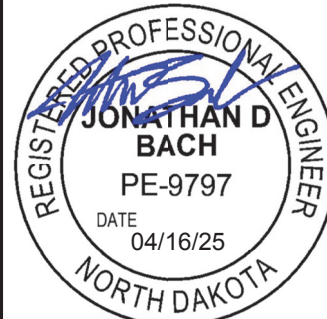
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	100	51

762-0430 SHORT TERM 4IN LINE-TYPE NR					
Phase	Chain	Begin Station	End Station	Basis	Quantity (LF)
Interim Completion	OCL_Chateau	991+82.44	1045+88.54	All 6" Yellow Double Barrier Lines (See Section 120)	17,294
				All 6" White Edge Lines (See Section 120)	9,801
				All 12" White Channel Lines	504
<b>TOTAL =</b>					<b>27,599</b>

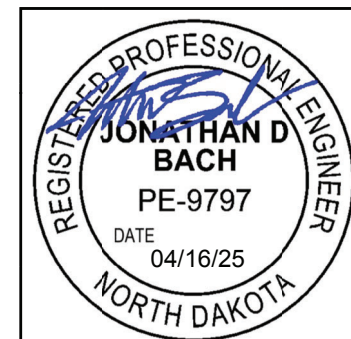
SPEC	CODE	BID ITEM	QTY	UNIT
762	0200	RAISED PAVEMENT MARKERS Raised Pavement Markers	6,038	EA
762	0430	SHORT TERM 4IN LINE-TYPE NR Interim Completion Pavement Marking	27,599	LF

762 0200 RAISED PAVEMENT MARKERS							
Segment	Chain	Lt / Rt	Offset	Begin Station	End Station	Length	762 0200 RAISED PAVEMENT MARKERS
			(FT)			(LF)	(EA)
<b>PHASE 1</b>							
A	OCL_Traf_Bypass_ParkingLot	-	0	103+87	107+43	358	144
<b>SUBTOTAL =</b>							<b>144</b>
<b>PHASE 2</b>							
P	OCL_Chateau	-	0	991+82	997+93	611	246
A		Lt	0 - 12	997+93	1001+00	302	122
B & C	OCL_Traf_Bypass_CrossingWest	-	0	302+75	306+49	374	150
C	OCL_Chateau	Rt	2	1019+08	1029+49	1041	418
C & D	OCL_Traf_Bypass_CrossingEast	-	0	500+00	504+34	434	174
E	OCL_Chateau	Rt	0 - 21	1032+75	1034+67	154	62
		Lt	0 - 14	1034+67	1040+63	596	240
		Rt	0 - 16	1040+63	1041+80	126	52
<b>SUBTOTAL =</b>							<b>1,966</b>
<b>PHASE 3</b>							
A & B	OCL_Chateau	Lt	12	1001+00	1017+75	1675	670
C		Lt	12	1017+75	1030+25	1250	500
D		Lt	14	1030+25	1032+75	250	100
E		Lt	14	1032+75	1035+18	243	98
<b>SUBTOTAL =</b>							<b>1,368</b>
<b>PHASE 4</b>							
P	OCL_Chateau	-	0	997+93	1001+00	307	124
A & B		-	0	1001+00	1017+75	1675	670
C & D		-	0	1017+75	1032+75	1500	600
E		-	0	1032+75	1038+40	565	226
		Lt	0 - 14	1038+40	1040+11	171	70
		Lt	14	1040+11	1041+80	169	68
<b>SUBTOTAL =</b>							<b>1,758</b>
<b>PHASE 5</b>							
C	OCL_Chateau	Lt	0 - 28	1019+56	1021+35	169	68
		Lt	28	1021+35	1028+04	669	268
		Lt	0 - 28	1028+04	1029+53	157	64
<b>SUBTOTAL =</b>							<b>400</b>
<b>PHASE 6</b>							
C	OCL_Chateau	Rt	0 - 2	1019+56	1021+50	194	78
		Rt	2	1021+50	1027+86	636	256
		Rt	0 - 2	1027+86	1029+53	167	68
<b>SUBTOTAL =</b>							<b>402</b>
<b>GRAND TOTAL =</b>							<b>6,038</b>

\* If short term pavement markings are in place, then Phase 4 quantities for Segments P,A,B,C & D may be omitted.

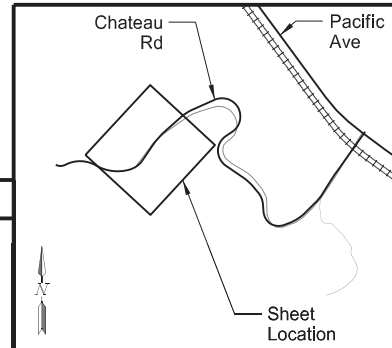
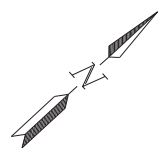
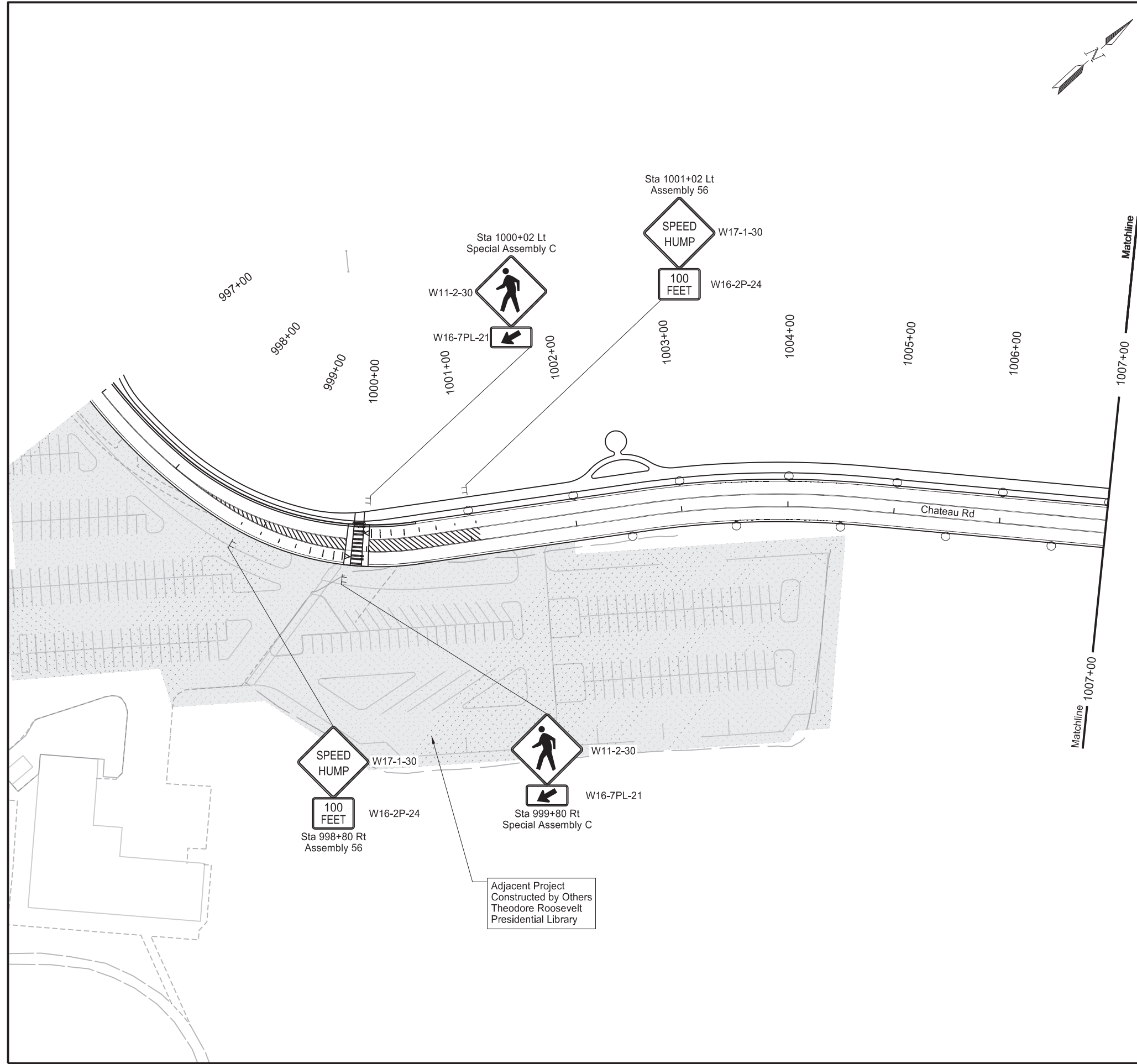
<p>Chateau Road - Medora, ND Burning Hills Amphitheater to Pacific Ave</p> <p>Work Zone Traffic Control &amp; Short Term Pavement Marking &amp; Raised Pavement Markers</p>	
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Station / RP	Sign No.	Assembly No.	Flat Sheet For Signs		Sign Support Length				Vert Clearance FT	Support Size	Max Post Len LF	Sleeve Length				Sleeve Size	Anchor EA	Anchor LF	Anchor Size	Reset Sign Panel EA	Reset Sign Support EA	Break-Away EA	Comments
			IV SF	XI SF	1st LF	2nd LF	3rd LF	4th LF				1st LF	2nd LF	3rd LF	4th LF								
998+80 Rt	W17-1-30	56		9.3	12.1				7.0	2.5 x 2.5 10 ga	13.7					1	4	3 x 3 7 ga			1		
999+80 Rt	S.A.C			8.4	11.8				7.0	2.5 x 2.5 10 ga	14.7					1	4	3 x 3 7 ga			1		
1000+02 Lt	S.A.C			8.4	12.1				7.0	2.5 x 2.5 12 ga	12.4					1	4	3 x 3 7 ga					
1001+02 Lt	W17-1-30	56		9.3	11.8				7.0	2.5 x 2.5 10 ga	13.7					1	4	3 x 3 7 ga			1		
1007+00 Rt	W7-1-30	19		6.3	10.0				5.0	2 x 2 12 ga	11.5					1	4	2.25 x 2.25 12 ga					
1007+97 Rt	R2-1-24	9		5.0	10.0				5.0	2 x 2 12 ga	11.5					1	4	2.25 x 2.25 12 ga					
1010+37 Rt	W1-5R-30	19		6.3	10.5				5.0	2.25 x 2.25 12 ga	11.6					1	4	2.5 x 2.5 12 ga					
1011+51 Lt	W1-8-18	8		3.0	8.3				6.0	2 x 2 12 ga	14.6					1	4	2.25 x 2.25 12 ga					
1012+31 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1013+11 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1013+91 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1014+61 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1014+77 Lt	R1-1-30	1		5.2	10.0				7.0	2 x 2 12 ga	10.5					1	4	2.25 x 2.25 12 ga					
1015+51 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1016+31 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1017+11 Lt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1018+79 Rt	W1-8-18	8		3.0	8.3				6.0	2 x 2 12 ga	14.6					1	4	2.25 x 2.25 12 ga					
1019+59 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1020+39 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1021+19 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1021+99 Rt	W1-8-18	8		3.0	8.3				6.0	2 x 2 12 ga	14.6					1	4	2.25 x 2.25 12 ga					
1029+49 Rt	W1-8-18	8		3.0	8.3				6.0	2 x 2 12 ga	14.6					1	4	2.25 x 2.25 12 ga					
1029+89 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1030+29 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1030+69 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1031+49 Rt	R1-1-30	1		5.2	7.7				5.0	2 x 2 12 ga	10.5					1	4	2.25 x 2.25 12 ga					
1031+89 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1032+29 Rt	W1-8-18			6.0	8.3				6.0	2.25 x 2.25 12 ga	10.8					1	4	2.5 x 2.5 12 ga					
1032+69 Rt	W1-8-18	8		3.0	8.3				6.0	2 x 2 12 ga	14.6					1	4	2.25 x 2.25 12 ga					
1035+08 Rt	W17-1-30	56		9.3	10.6				5.0	2.5 x 2.5 12 ga	11.5					1	4	3 x 3 7 ga					
1035+31 Lt	W1-5R-30	19		6.3	11.2				7.0	2.25 x 2.25 12 ga	11.6					1	4	2.5 x 2.5 12 ga					
1036+08 Rt	S.A.C			8.4	11.9				7.0	2.5 x 2.5 10 ga	14.7					1	4	3 x 3 7 ga			1		
1036+30 Lt	S.A.C			8.4	12.1				7.0	2.5 x 2.5 12 ga	12.4					1	4	3 x 3 7 ga					



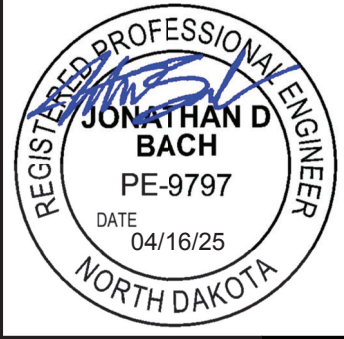
Sign Summary  
Perforated Tube

Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	110	3

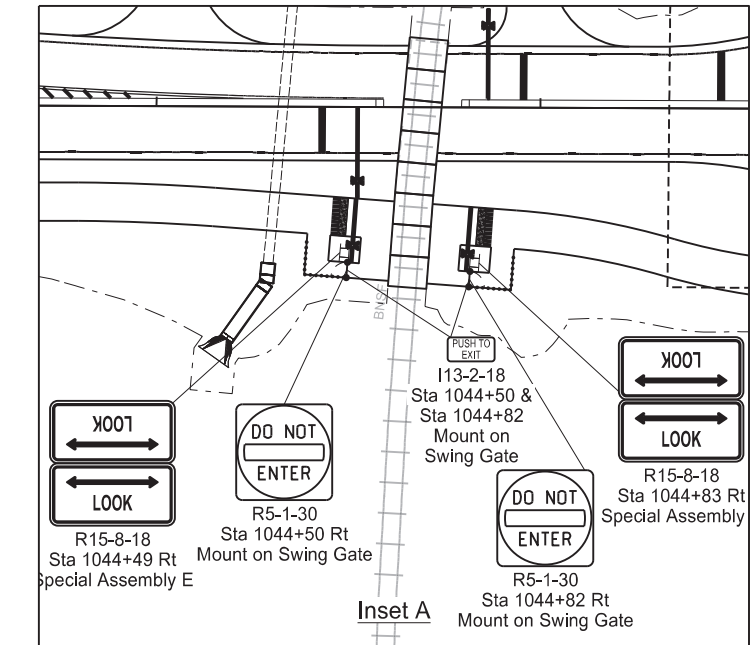


LEGEND	
	Proposed Sign
	Existing Sign
	Proposed Flexible Delineator (Soil-Mounted)

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Permanent Signing  
 Sta 997+00 to Sta 1007+00  
 (OCL\_Chateau)

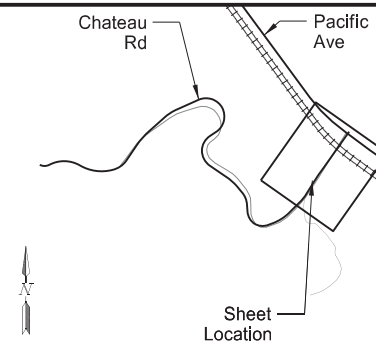


SPEC	CODE	BID ITEM	QTY	UNIT
754	0166	DELINEATORS-TYPE E	1	EA
754	0170	FLEXIBLE DELINEATORS Concrete-Mounted	4	EA



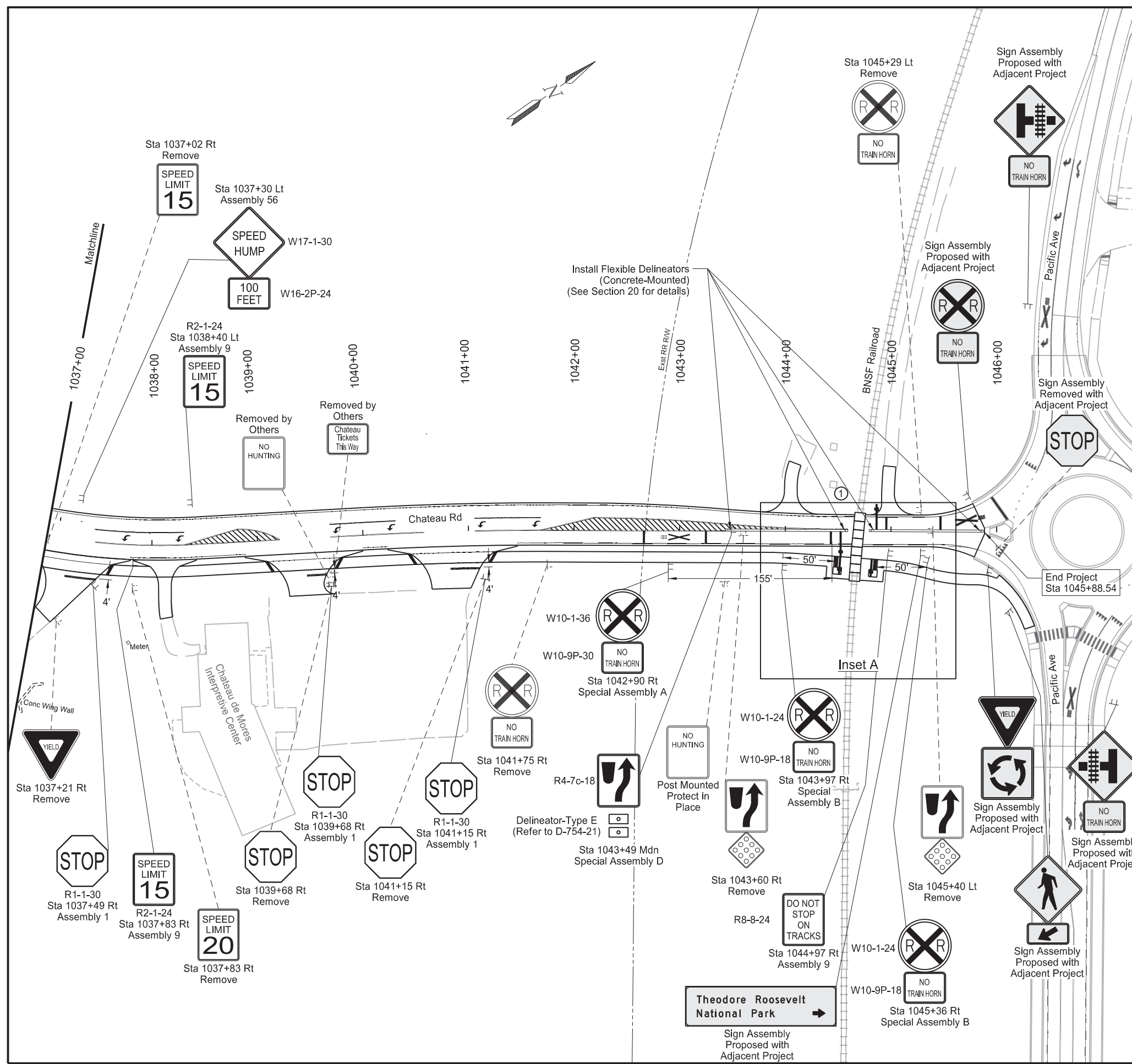
① BNSF Railway Crossing: DOT#060443A (RRMP 149.636).

LEGEND	
	Proposed Sign
	Existing Sign
	Proposed Flexible Delineator (Soil-Mounted)



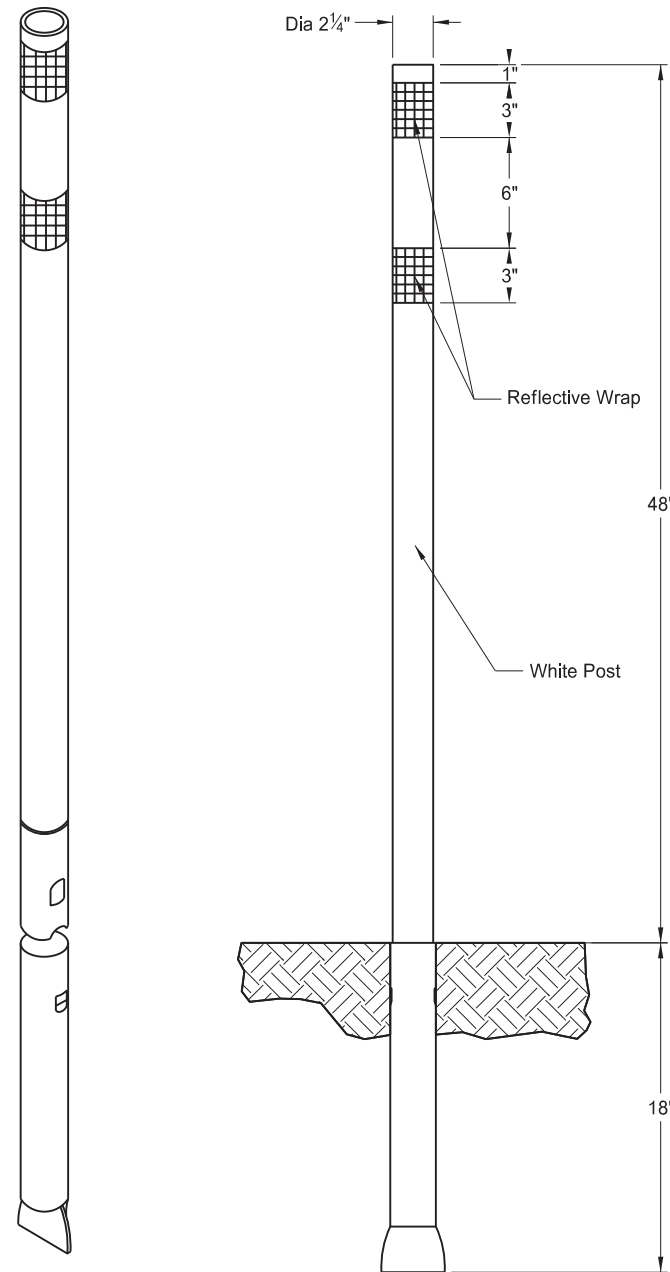
Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Permanent Signing  
 Sta 1037+00 to Sta 1047+00  
 (OCL\_Chateau)

REGISTERED PROFESSIONAL ENGINEER  
**JONATHAN D BACH**  
 PE-9797  
 DATE 04/16/25  
 NORTH DAKOTA



Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	110	9

SPEC	CODE	BID ITEM	QTY	UNIT
754	0170	FLEXIBLE DELINEATORS		
		Soil-Mounted	73	EA



Soil-Mounted Flexible Delineator

754-0170 FLEXIBLE DELINEATORS SOIL-MOUNTED						
Chain	Begin Station	End Station	Offset	Basis	Color	Total Proposed Delineators
CHATEAU ROAD - LEFT SIDE						
OCL_Chateau	1001+01	1011+01	Lt	1 EA / 100 LF	White	11
	1011+01	1011+91	Lt	1 EA / 90 LF		1
	1011+91	1013+51	Lt	1 EA / 80 LF		2
	1013+51	1014+26	Lt	1 EA / 75 LF		1
	1014+26	1015+91	Lt	1 EA / 165 LF		1
	1015+91	1016+71	Lt	1 EA / 80 LF		1
	1016+71	1017+79	Lt	1 EA / 108 LF		1
	1017+79	1018+79	Lt	1 EA / 100 LF		1
	1018+79	1021+19	Lt	1 EA / 80 LF		3
	1021+19	1022+40	Lt	1 EA / 121 LF		1
	1022+40	1023+44	Lt	1 EA / 104 LF		1
	1023+44	1024+19	Lt	1 EA / 75 LF		1
	1024+19	1029+19	Lt	1 EA / 100 LF		5
	1029+19	1030+28	Lt	1 EA / 109 LF		1
	1030+28	1031+31	Lt	1 EA / 103 LF		1
	1031+31	1032+13	Lt	1 EA / 82 LF		1
1032+13	1033+00	Lt	1 EA / 88 LF	1		
1033+00	1036+00	Lt	1 EA / 100 LF	3		
						37

754-0170 FLEXIBLE DELINEATORS SOIL-MOUNTED						
Chain	Begin Station	End Station	Offset	Basis	Color	Total Proposed Delineators
CHATEAU ROAD - RIGHT SIDE						
OCL_Chateau	1002+51	1011+51	Rt	1 EA / 100 LF	White	10
	1011+51	1013+91	Rt	1 EA / 80 LF		3
	1013+91	1014+61	Rt	1 EA / 71 LF		1
	1014+61	1015+51	Rt	1 EA / 90 LF		1
	1015+51	1017+11	Rt	1 EA / 80 LF		2
	1017+11	1018+29	Rt	1 EA / 118 LF		1
	1018+29	1019+19	Rt	1 EA / 90 LF		1
	1019+19	1021+59	Rt	1 EA / 80 LF		3
	1021+59	1022+69	Rt	1 EA / 109 LF		1
	1022+69	1029+69	Rt	1 EA / 100 LF		7
	1029+69	1030+87	Rt	1 EA / 118 LF		1
	1030+87	1031+75	Rt	1 EA / 88 LF		1
	1031+75	1032+50	Rt	1 EA / 75 LF		1
1032+50	1035+50	Rt	1 EA / 100 LF	3		
						36

Notes:

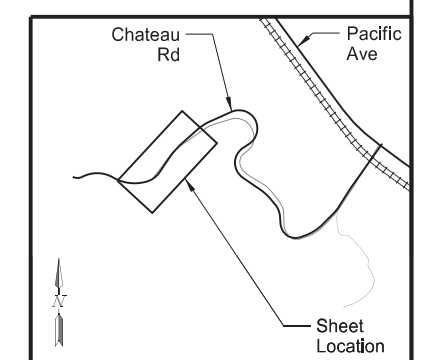
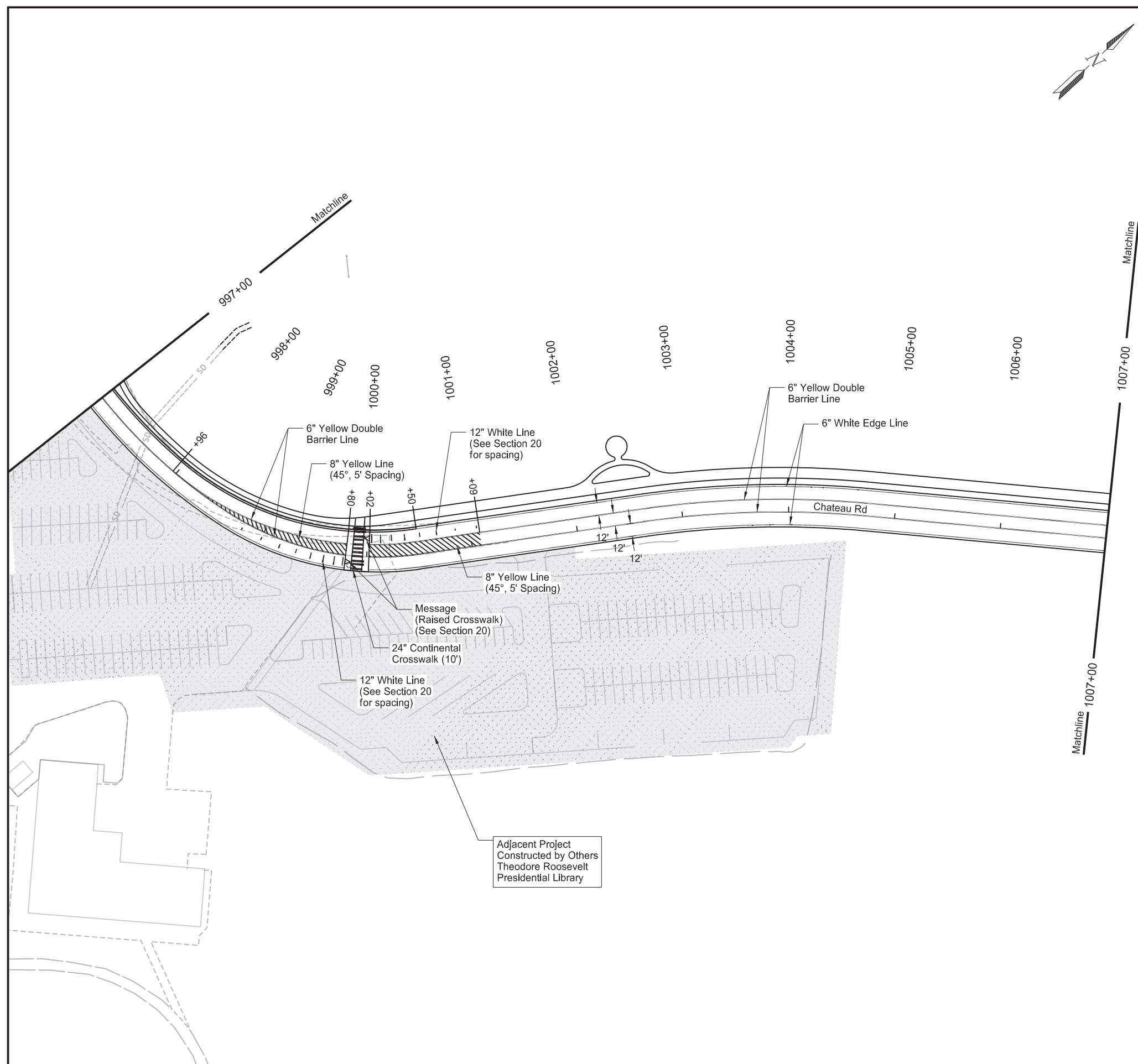
1. Install flexible delineators per manufacturer's recommendations.
2. Refer to section 20 detail for concrete-mounted flexible delineators.

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Permanent Signing  
 Soil-Mounted Delineators



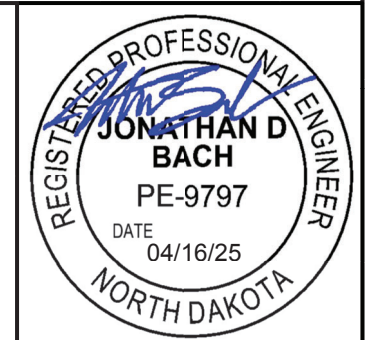
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	120	2

SPEC	CODE	BID ITEM	QTY	UNIT
762	0114	EPOXY PVMT MK 6IN LINE		
		6" White Edge Line	1,643	LF
		6" Yellow Double Barrier Line	3,714	LF
762	0115	EPOXY PVMT MK 8IN LINE		
		8" Yellow Line	640	LF
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED		
		12" White Line	72	LF
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED		
		24" White Continental Crosswalk	100	LF
762	0136	EPOXY PVMT MK MESSAGE-GROOVED		
		Raised Crosswalk	24	SF



Adjacent Project  
Constructed by Others  
Theodore Roosevelt  
Presidential Library

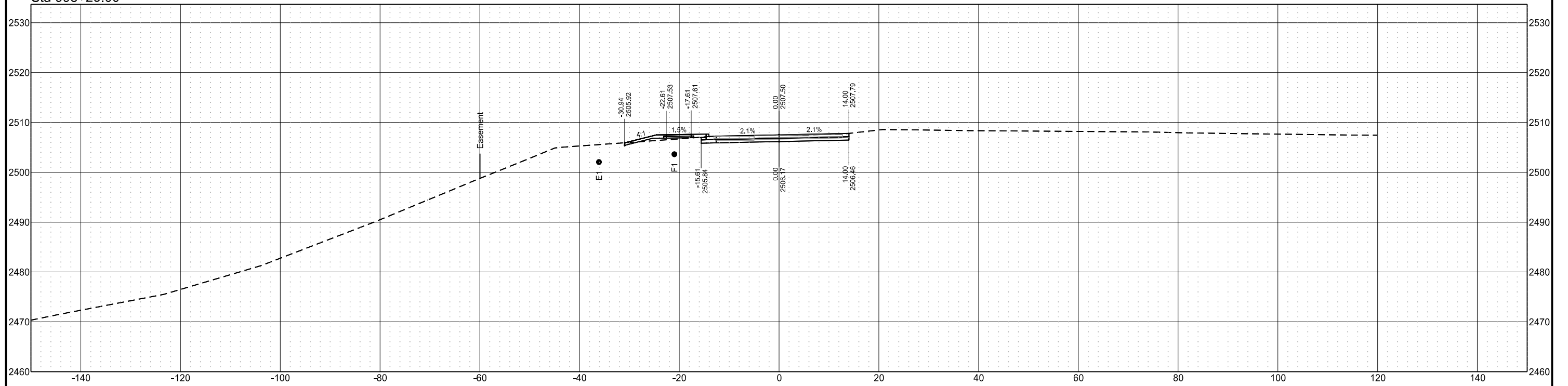
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Permanent Pavement Marking  
Sta 997+00 to Sta 1007+00  
(OCL\_Chateau)



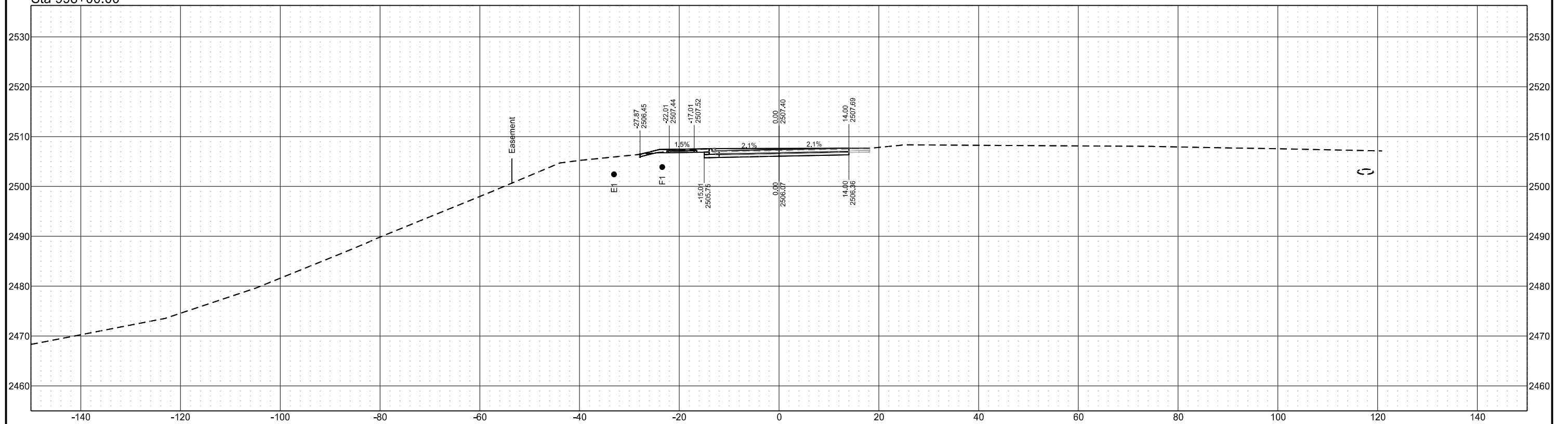
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	21

Cross Sections

Sta 998+25.00



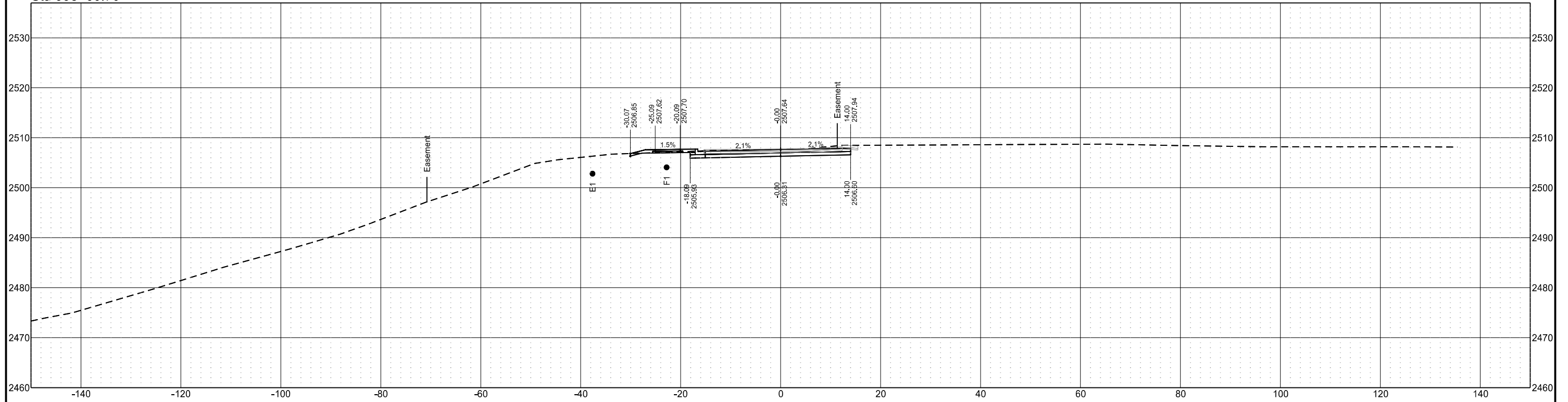
Sta 998+00.00



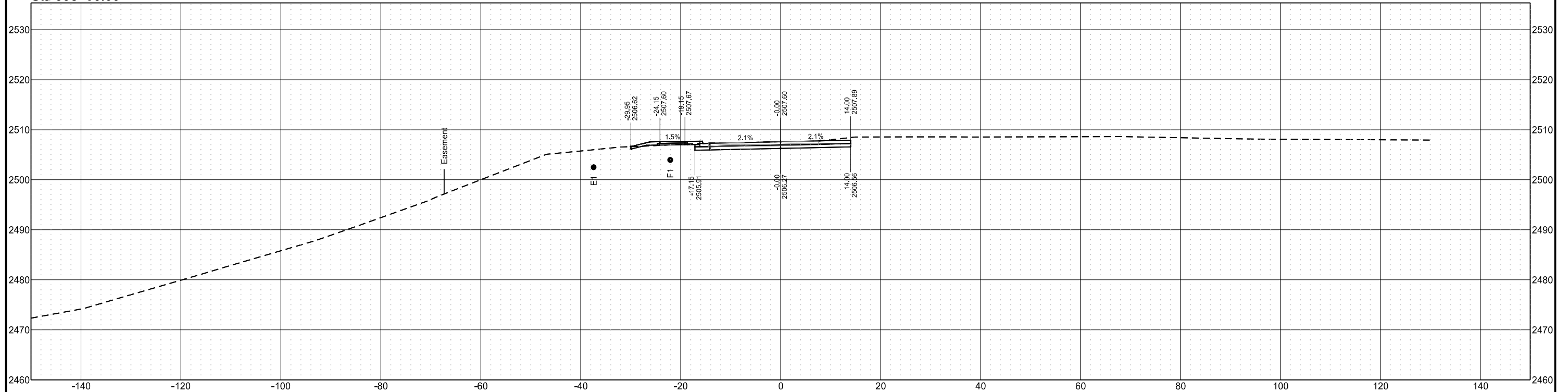
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	22

Cross Sections

Sta 998+60.70



Sta 998+50.00





Chain = OCL\_Chateau

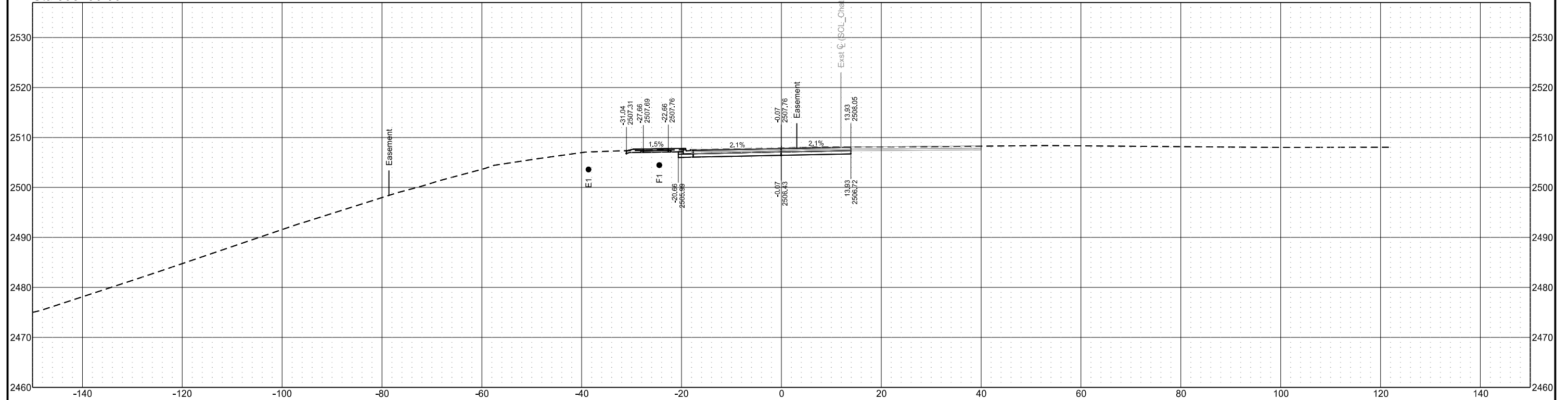
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

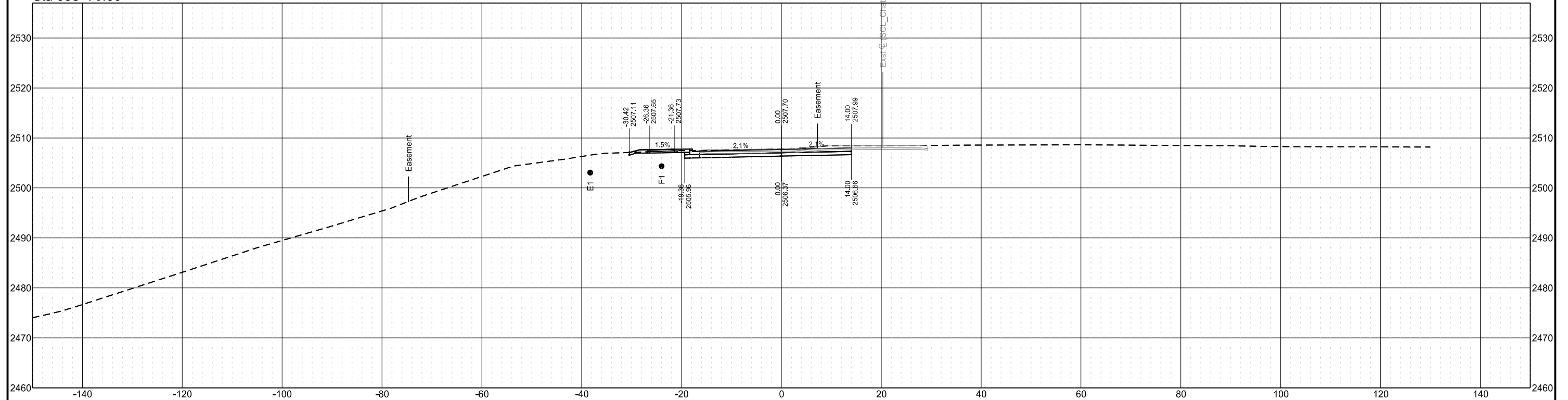
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	23

Cross Sections

Sta 998+90.00



Sta 998+75.00



Chain = OCL\_Chateau

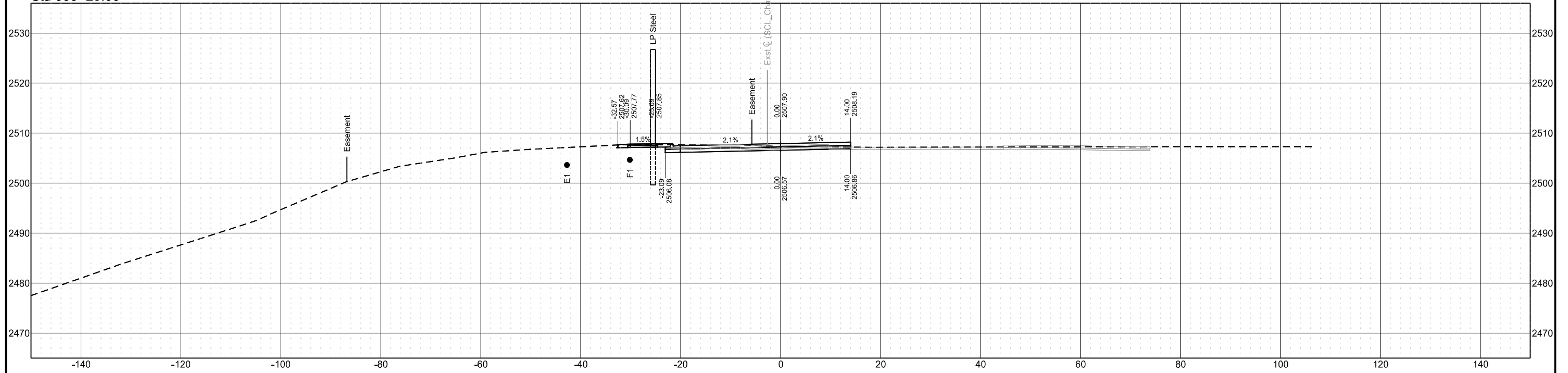
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

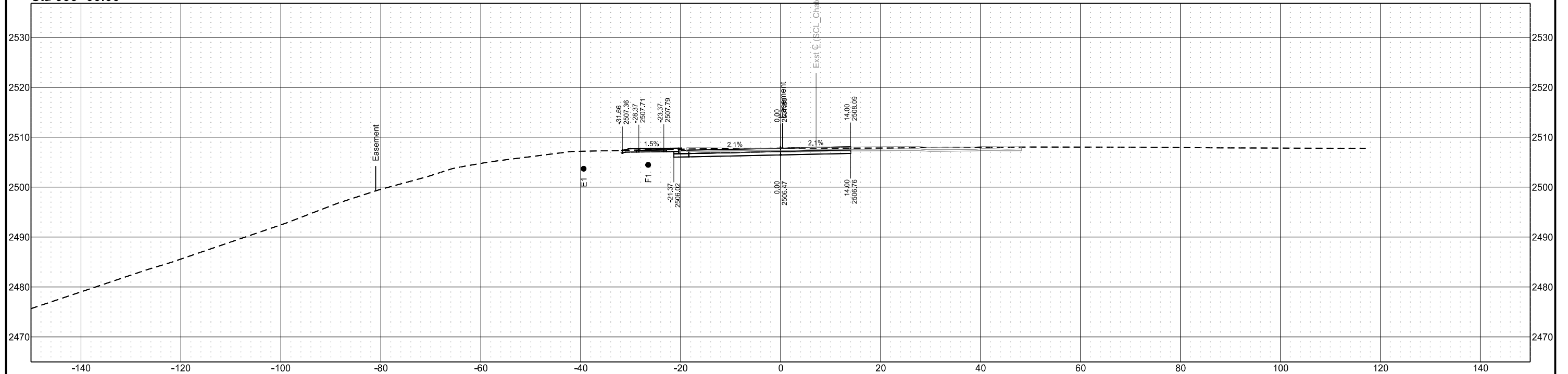
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	24

Cross Sections

Sta 999+25.00



Sta 999+00.00



Chain = OCL\_Chateau

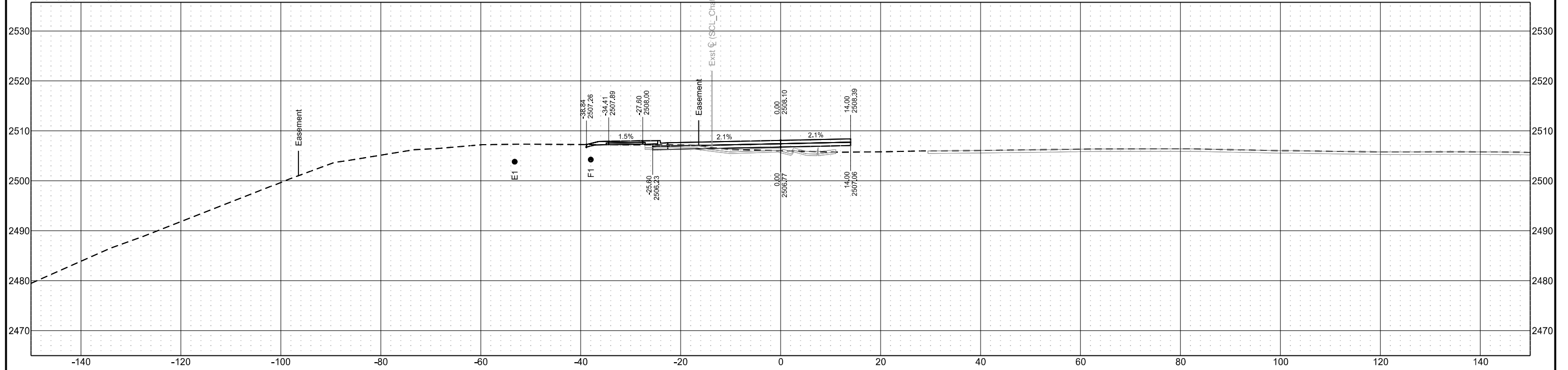
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

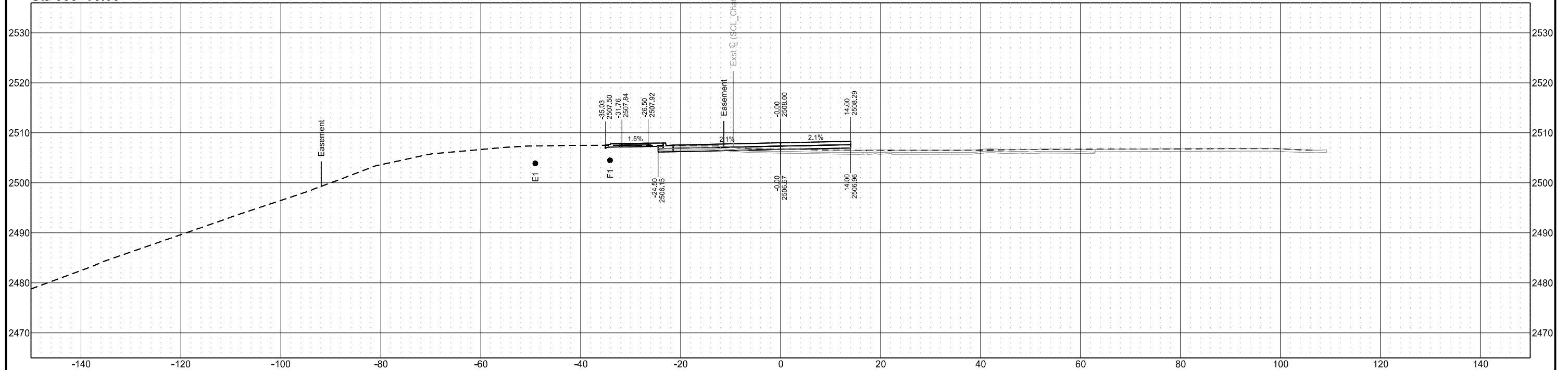
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	25

Cross Sections

Sta 999+75.00



Sta 999+50.00



Chain = OCL\_Chateau

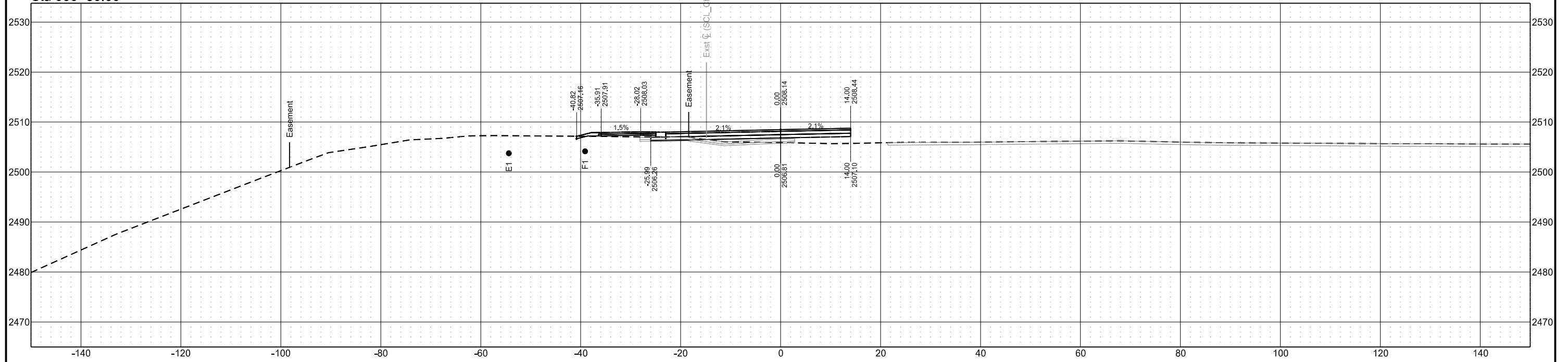
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

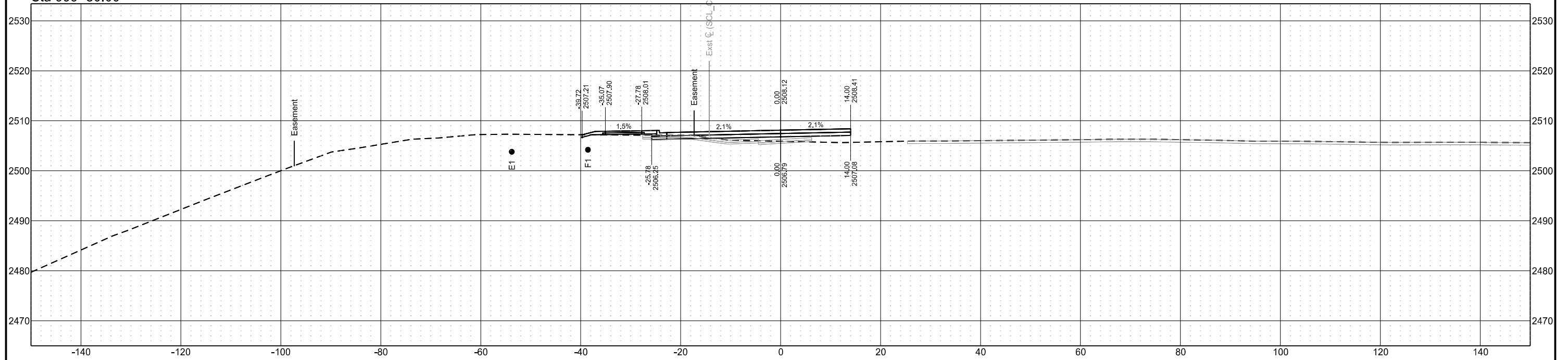
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	26

Cross Sections

Sta 999+86.00



Sta 999+80.00



Chain = OCL\_Chateau

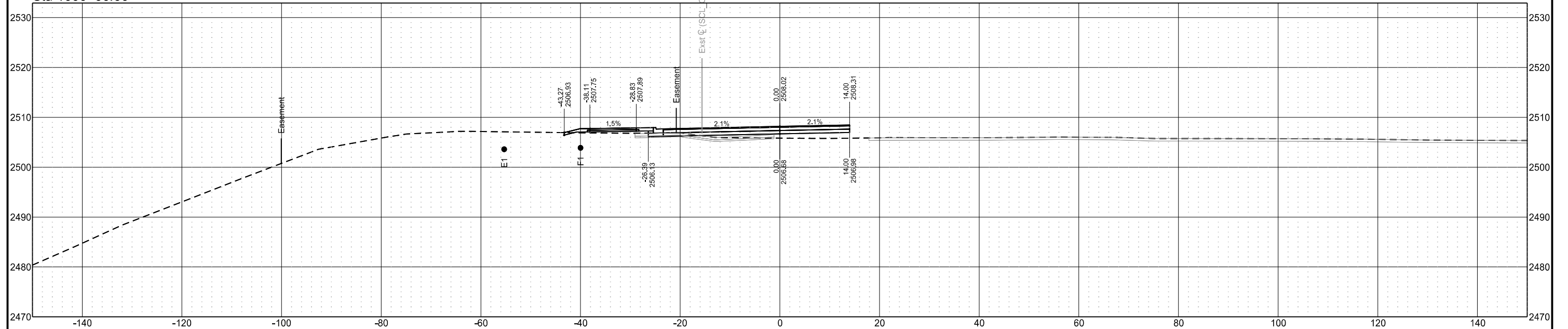
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

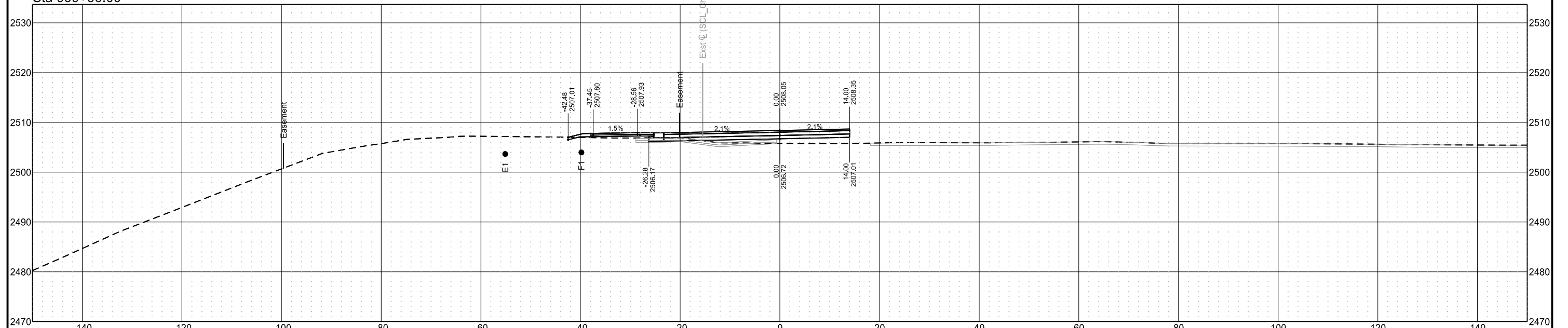
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	27

Cross Sections

Sta 1000+00.00



Sta 999+96.00



Chain = OCL\_Chateau

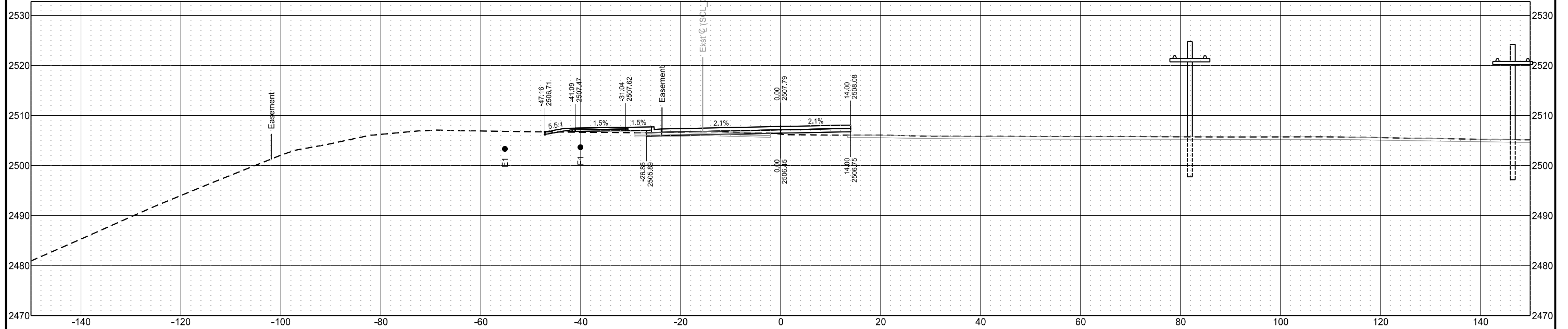
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

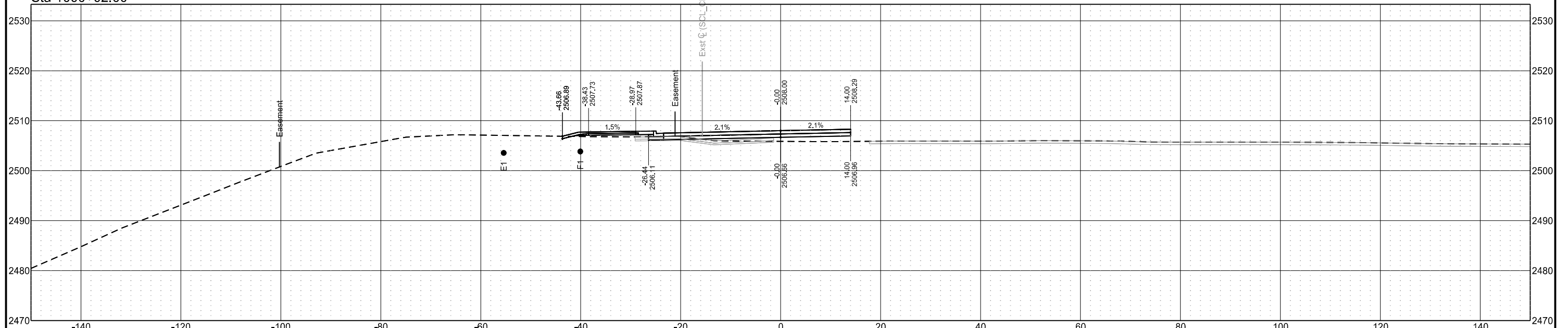
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	28

Cross Sections

Sta 1000+25.00



Sta 1000+02.00



Chain = OCL\_Chateau

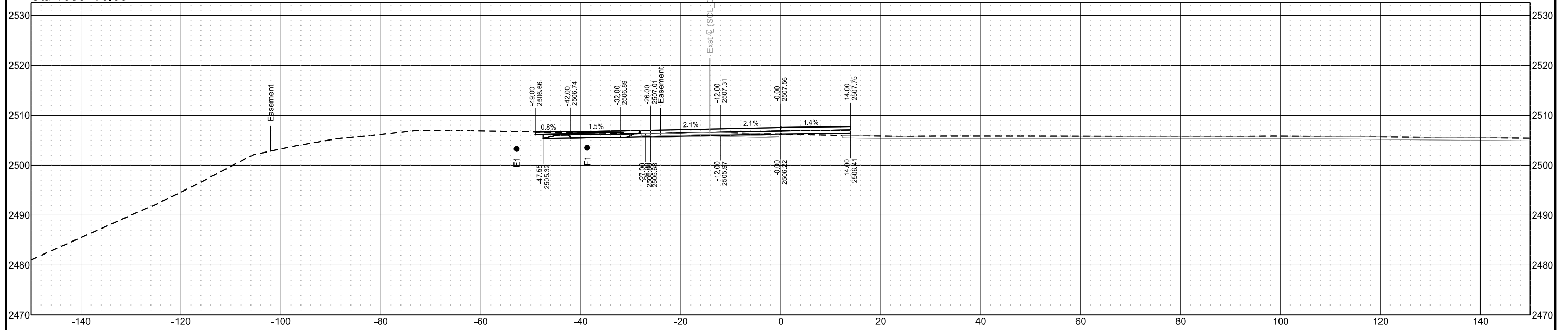
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

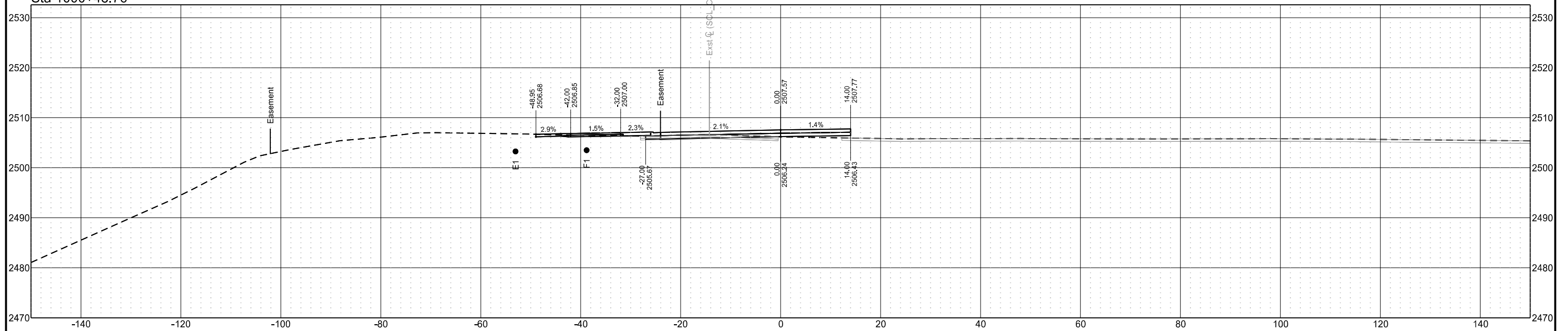
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	29

Cross Sections

Sta 1000+50.00



Sta 1000+48.76



Chain = OCL\_Chateau

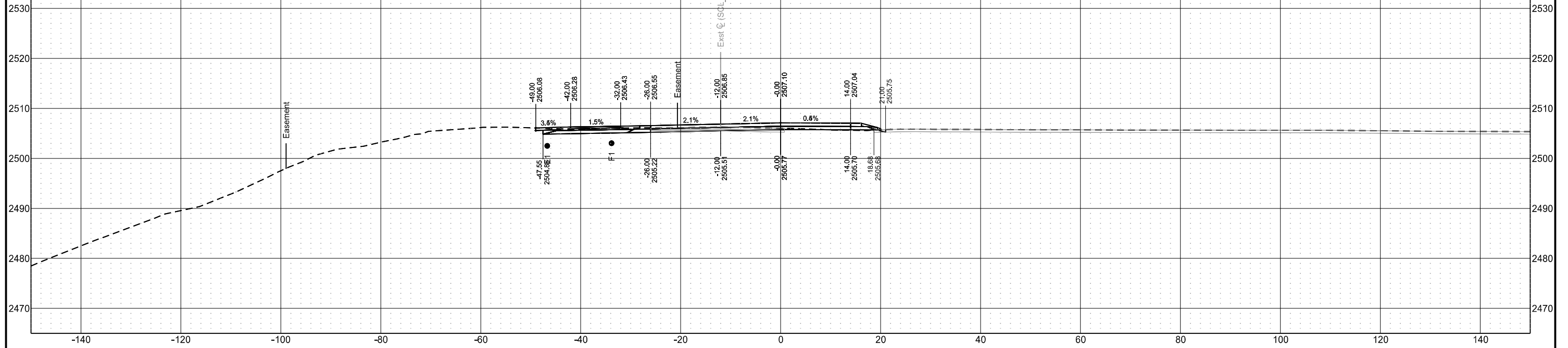
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment P  
(Parking Lot)

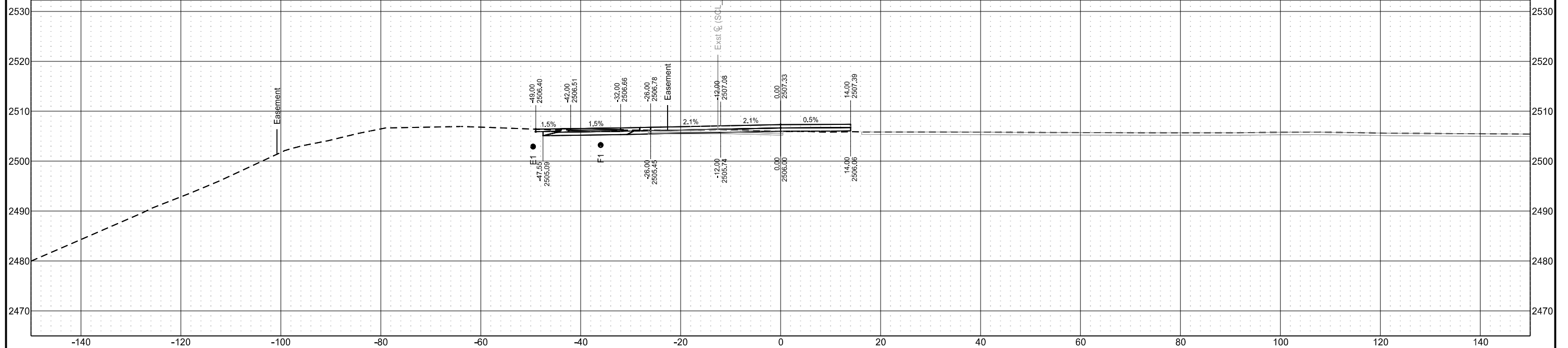
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	30

Cross Sections

Sta 1001+00.00



Sta 1000+75.00





Chain = OCL\_Chateau

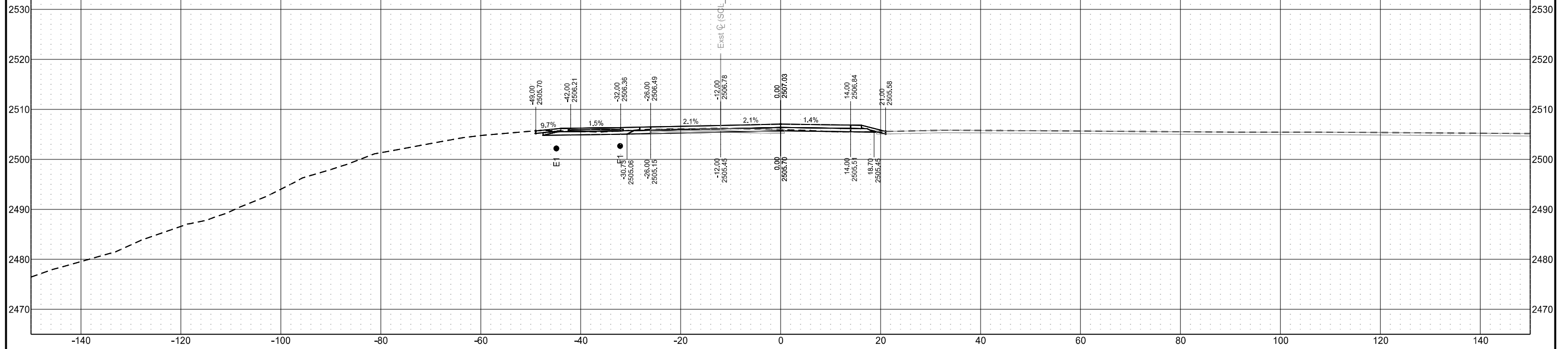
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment A

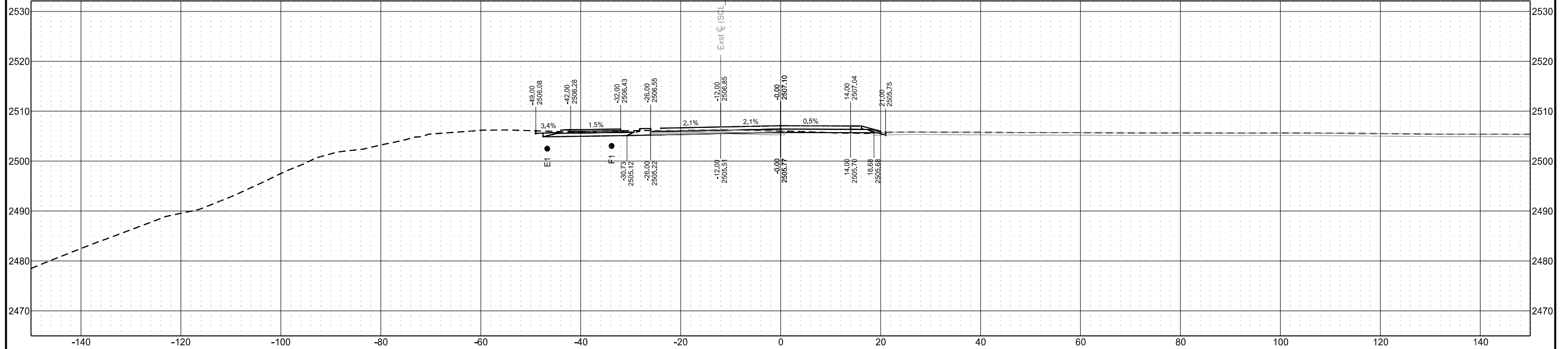
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	31

Cross Sections

Sta 1001+25.00



Sta 1001+00.00



Chain = OCL\_Chateau

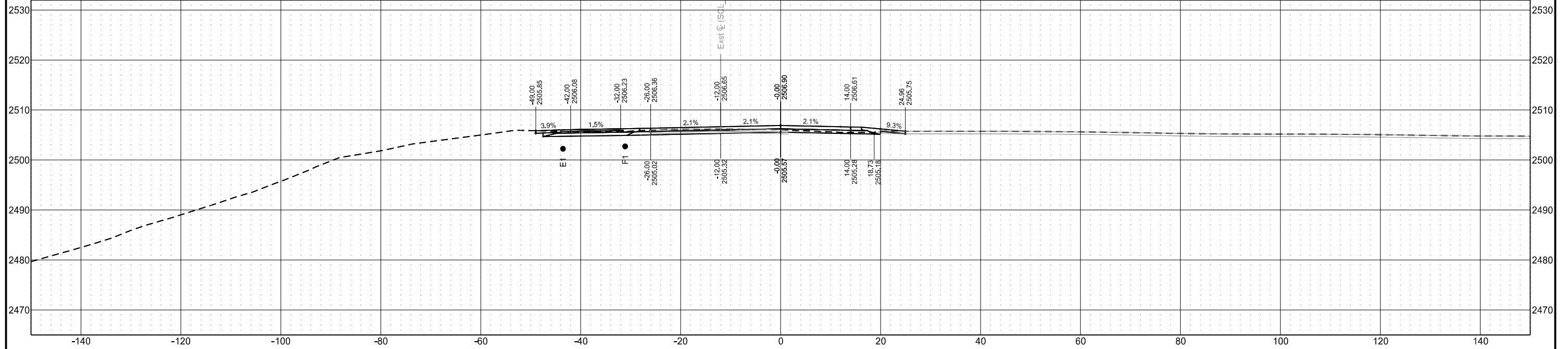
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment A

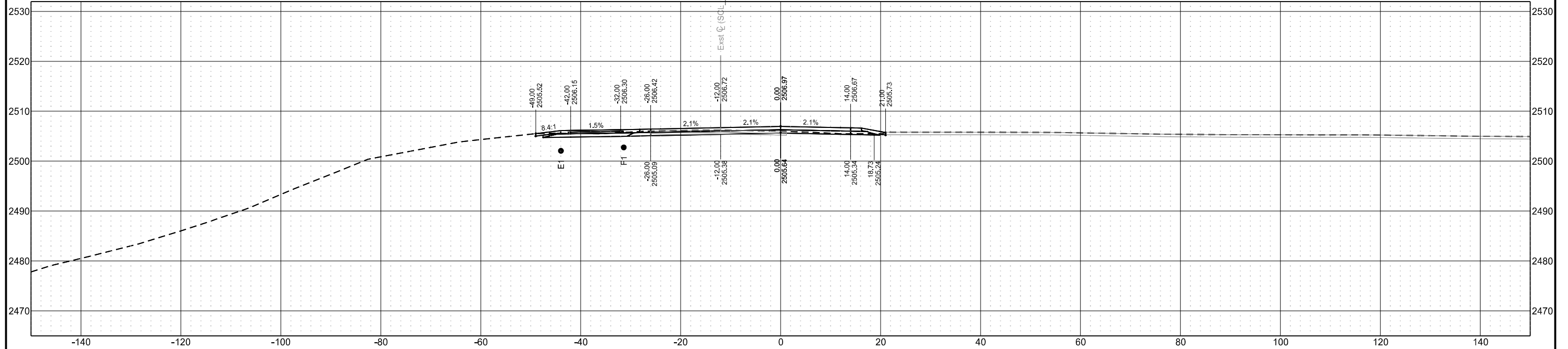
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	32

Cross Sections

Sta 1001+75.00



Sta 1001+50.00



Chain = OCL\_Chateau

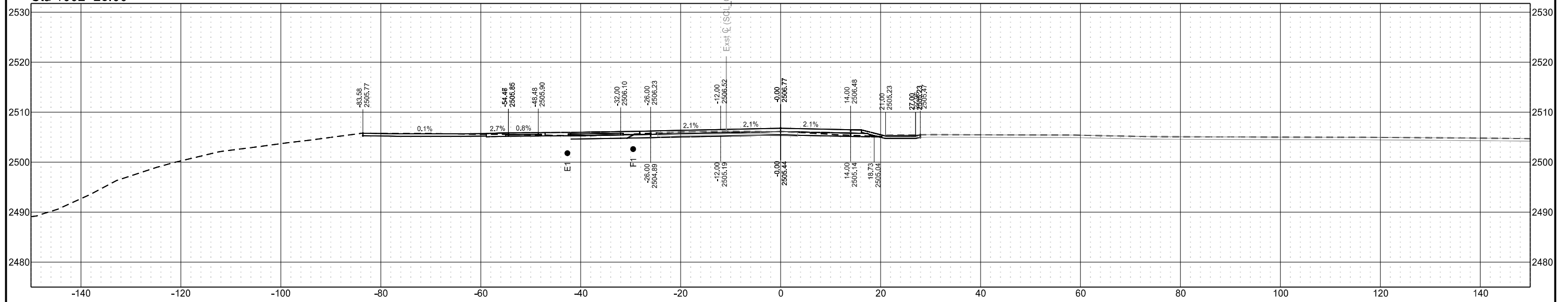
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Segment A

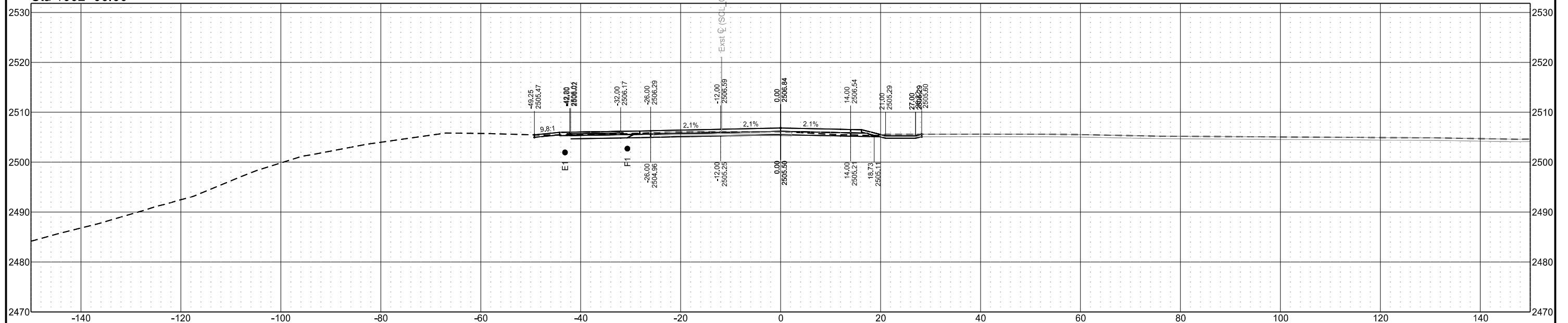
Revised	04/16/25	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	SS-FTF-5-999(036)	200	33

Cross Sections

Sta 1002+25.00



Sta 1002+00.00



## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### RAILROAD REQUIREMENTS BNSF

Project # SS-5-094(152)900 – PCN 23114

#### DESCRIPTION

This Special Provision replaces the requirements of Section 107.13 “Railroad Provisions” and outlines the Contractor’s coordination requirements with Burlington Northern Santa Fe Railway Company (BNSF). Portions of the Special Provision may apply to both the prime contractor and subcontractors. It is the prime contractor’s responsibility to ensure subcontractor compliance with these requirements.

This Special Provision incorporates the Construction and Maintenance Agreement (CMA) entered into, by, and between the North Dakota Department of Transportation (NDDOT) and BNSF. Any requirements of the Contractor, as listed in the CMA, must be adhered to as part of the contract documents. Therefore, bidders must become familiar with all the provisions of the CMA and submit their bid for the construction of this Project based on a plan for construction which will meet all applicable requirements as contained in the contract documents and the CMA attached hereto.

Any reference to payment for flagging in the CMA, by the NDDOT to BNSF shall be reimbursed by the Contractor. It is the responsibility of the Contractor to determine the extent of flagging necessary based on the requirements contained herein, the Contractor’s operations and planned schedule of work.

#### ATTACHMENTS

CMA – Agreement between BNSF and NDDOT

Exhibit “C” & “C-1” – Agreement Between BNSF Railway Company and the Contractor

#### CONTRACTOR RESPONSIBILITIES

##### A. General.

Upon execution of the construction contract with the Department, the Contractor must coordinate with BNSF as outlined in Exhibit “C” and execute a copy of the agreement found in Exhibit “C-1” prior to commencing work activities with BNSF right-of-way as outlined in the CMA.

To execute the agreement found in Exhibit “C1”, the Contractor must first procure insurance as outlined and instructed in Exhibit “C1”. Certificates of insurance must be delivered to [BNSF@certfocus.com](mailto:BNSF@certfocus.com) or to the address provided in Exhibit “C1”. The Contractor must then fill out and sign the Exhibit C & C1 Agreement and deliver to BNSF’s Manager Public Projects ([alexander.fiorini@bnsf.com](mailto:alexander.fiorini@bnsf.com)). The agreement will not be fully executed until the Contractor’s insurance has been reviewed and approved, and BNSF’s Manager Public Projects has returned the signed agreement.

Submit copies of all correspondence with BNSF to the Engineer within one business day of receipt.

Project delays incurred by the Contractor based on BNSF enforcing its authority under Section 1.D of Exhibit "C" will be considered a non-excusable delay as specified in Section 108.06 B.6, "Non-Excusable Delays". Any other delays incurred by the Contractor arising from this provision or the exhibits will be evaluated by the Engineer as either excusable, non-compensable; excusable, compensable; or non-excusable based on the circumstances of the specific delay.

Payments required by the Contractor to BNSF for train delays or damage to the railway property shall be borne by the Contractor and are not reimbursable by the Department to the Contractor.

Section 3.A of Exhibit "C" states: "*Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the NDDOT.*" If the Department incurs costs from the railroad in the manner, the Department will recoup these costs from the Contractor.

The Contractor must coordinate with the Engineer to arrange for a preconstruction meeting with NDDOT, BNSF and the Contractor.

#### **B. Construction Submittals.**

Section 1.G of Exhibit C in the CMA requires Contractor submittals for various construction activities. Any changes to the work governed by a submittal requires that the submittal be re-accepted by BNSF before the work commences.

**\*\*Please note that some submittals are required to be stamped by a PE and that BNSF requires up to 4 to 6 weeks for review, depending on the submittal.**

**\*\*Operationally critical work activities may take up to six (6) weeks for review. Operationally critical work includes any activities which may impact the safe operation of trains. Follow the same procedure for revised submittals as the initial submittal.**

The required construction submittals need to be reviewed and approved prior to construction activity within the BNSF right-of-way. Send construction submittals to the Engineer for review. The Engineer's initial review will be a minimum of seven (7) working days. After initial review, the Engineer will forward the construction submittals to the I/C, if applicable, or BNSF for final review and approval.

#### **C. Railroad Flagging.**

BNSF will bill the Department for railroad flagging costs. Any reference to payment for flagging in the CMA, by the NDDOT to BNSF, shall be reimbursed by the Contractor. The Contractor is responsible for coordinating all flagging activities with BNSF's Roadmaster. The Contractor must submit documentation of all discussions with BNSF's Roadmaster coordinating flagging activities to the Engineer.

##### **Bidding Instructions**

The Department has set the "Approx Quantity" of railroad flagging at 1,600. This number is the anticipated cost per day for railroad flagging. The bidder must enter the anticipated number of days of railroad flagging required to complete the work in the "Unit Price" column for railroad flagging.

The quantity entered by the bidder will be multiplied by the 1,600 in the "Approx

Quantity” column, and the result will be a dollar amount. This dollar amount will be added to the bid. The “Total Sum Bid” is the sum of the regular contract items and the Railroad Flagging” item.

If additional work is added to the contract that would affect the required number of railroad flagging days, the number of days allowed under the contract will be adjusted accordingly.

**D. Railroad Protective Liability Insurance.**

This project is adjacent to the BNSF Railway Company from RR MP 149.639. Direct inquiries regarding protective liability insurance to:

Rosa Martinez  
Marsh USA Inc.  
4400 Comerica Bank Tower  
1717 Main Street  
Dallas, TX 75201-7357, USA  
214-303-8519  
Rosa.M.Martinez@marsh.com

Obtain information regarding crossing number 060443A from the Federal Railroad Administration website: <http://safetydata.fra.dot.gov/Officeofsafety/>

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

**A. Railroad Flagging.**

**1. General.**

The Department will track and record each day(s) that railroad flagging is requested and provided, and each day(s) railroad flagging is requested, but not cancelled in a timely manner. A day will be counted for each flagger provided.

The Department will pay the railroad company for the cost of providing railroad flagging, and will deduct the amount paid to the railroad company from monies due or to become due to the Contractor.

**2. Flagging Days Incurred are Less than those Bid.**

On each progressive estimate, the Engineer will calculate the amount of railroad flagging the Department has been billed for and enter that quantity for railroad flagging, up to the quantity bid.

The Engineer will then process a contract price reduction for an amount equivalent to the value of the railroad flagging included on that estimate. This is performed to zero out the railroad flagging item and balance the overall estimate.

**3. Flagging Days Incurred are More than those Bid.**

If the quantity of railroad flagging exceeds the amount bid, the Engineer will cease entering amounts for railroad flagging bid item, but will continue to process contract price reductions for the billed flagging at the rate included in the railroad flagging contract item.

**B. Railroad Protective Liability Insurance.**

Include the cost of railroad insurance in the contract unit price for “Railway Protection

Insurance". Upon receiving proof of approval of the policies by the railroad company, the Department will pay the Contractor the lump sum contract unit price.

**C. Railroad Coordination.**

Include all other costs associated with coordination with BNSF as well as compliance with the contents of this Special Provision and attachments in the contract unit price for "Railroad Coordination". The Department will pay for one-half of this item upon receipt of a copy of an executed Exhibit "C" and Exhibit "C-1" and the remaining half upon completion of the project.

**MEMO TO:** Matt Linneman, P.E.  
Deputy Director of Engineering

**FROM:** Kern, Jennifer

**DATE:** 03/28/2025

**SUBJECT:** Construction and Maintenance Agreement

For SS-FTF-5-999(036), PCN 24246. Project scope includes reconstructing Chateau Road which encounters a BNSF at-grade crossing near Medora, ND.

The purpose of this agreement is to allow work associated with the proposed scope within BNSF right-of-way.

If necessary, please reach out to Jennifer Kern (231-1075).



NDDOT Contract No. 20250337  
BNSF Contract No. BF-20550074

**North Dakota Department of Transportation**  
**CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**Project No. SS-FTF-5-999(036), PCN 24246**  
**Chateau Road - Medora**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as "NDDOT" or "Agency", whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and BNSF Railway Company, hereinafter referred to as the "Railroad" or "BNSF", whose address is 80 - 44th Avenue NE, Minneapolis, Minnesota 55421.

WITNESSETH:

WHEREAS, NDDOT is planning roadway improvements to Chateau Road near the City of Medora, hereafter referred to as the "Project", which encounters an at-grade quiet zone crossing designated by DOT #060443A located on BNSF Line Segment 39 at Milepost 149.636. Improvements include roadway realignment, widening, resurfacing, adding a separated paved shared-use path along Chateau Road, reconstructing approaches, culvert replacements and extensions, and installation of riprap. The Project is associated with and adjacent to the reconstruction of the intersection of Pacific Ave and Chateau Rd as a roundabout (NDDOT Project SS-5-094(152)900). The Project is as indicated on the plans located in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, in connection with the roadway construction, NDDOT will require new temporary construction easements on the Railroad's right-of-way to construct drainage features and accommodate roadway construction; and

WHEREAS, NDDOT will require a permanent easement on the Railroad's right-of-way for roadway construction, maintenance and use; and

WHEREAS, the NDDOT is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Chateau Road with State and Federal funds pursuant to 23 U.S.C. § 130; and

WHEREAS, the parties desire the Project to be constructed in accordance with plans and specifications to be prepared by NDDOT; and

WHEREAS, NDDOT will undertake the construction of said Project, using federal funds, the Railroad will accept the execution of NDDOT's Project upon the terms and conditions herein stated, and

NOW, THEREFORE, in consideration of the premises and the mutual dependent promises hereafter contained, the parties agree as follows:

**I.**

The Railroad, by signature of this agreement, accepts the proposed roadway plans as shown on Exhibit "A", attached hereto and made a part hereof. The Railroad shall grant to NDDOT by separate instrument,

and at a price and location to be agreed upon between the parties a permanent easement for construction and maintenance of the new roadway as shown on said Exhibit A. The form of the permanent easement is attached as Exhibit "H" and made a part hereof.

**II.**

NDDOT shall submit to Railroad prior to the commencement of any work, plans and specifications of the work to be done on Railroad's right-of-way. No work shall be commenced on Railroad's right-of-way before a written notice to proceed is given by Railroad's Manager Public Projects, to NDDOT.

Nothing provided in this agreement with respect to plans and specifications shall be construed or deemed to be a ratification, approval or an adoption by Railroad of plans and specifications.

**III.**

NDDOT (by its contractors, each a "Contractor") and Railroad shall perform the various items of work to the satisfaction of the Railroad and in accordance with the plans and specifications as agreed to by Railroad and NDDOT:

- A. WORK TO BE PERFORMED BY NDDOT OR ITS CONTRACTOR AT THE EXPENSE OF NDDOT.
1. Except as provided by this agreement, furnish all plans, engineering supervision (including construction surveying), labor, materials, supplies, and equipment necessary to complete the Project.
  2. Design and construction of Chateau Road Reconstruction Project, which includes replacing asphalt pavement surfacing with concrete surfacing on Chateau Road, constructing a separated paved shared-use path on the east side of Chateau Road, reconstructing the aggregate surfacing for BNSF maintenance access roads on the east and west sides of Chateau Road, reconstructing the storm drainage culvert on the west side of Chateau Road beneath the southern BNSF maintenance access road, extending the 42" storm drainage culvert beneath Chateau Road to accommodate the proposed path, and placing riprap on both ends of the 42" culvert as shown on the plans in Exhibit A.
  3. Installation of pavement markings in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD").
  4. Installation of advance warning signs in accordance with the MUTCD.
  5. Installation of emergency pedestrian escape route in accordance with the MUTCD.
  6. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way.
  7. Provide suitable drainage, both temporary and permanent.
  8. Provide all barricades, lights, flaggers or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.

9. Jobsite cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the sole satisfaction of BNSF.
10. Perform all other work, not specifically mentioned as work to be performed by the Railroad, necessary to complete the Project in accordance with the plans and specifications.
11. Coordinate all work with the Railroad's Roadmaster and Manager, Public Projects. Phone number and contact information are provided in the plans.
12. NDDOT will cause its Contractors to comply with Railroad safety and other requirements as specified in Exhibits C and C-1, all of which are incorporated herein. All NDDOT Contractors must execute Exhibit C-1 before commencing any work on BNSF property.
13. NDDOT must complete its portion of the work described in this Section III(A) on or before (24) months following the date of this agreement.

**B. WORK TO BE PERFORMED BY RAILROAD**

1. Furnish flagging as required in connection with the construction of the Project as specified in Exhibits C and C-1.
  - BNSF may direct NDDOT or its Contractor to hire the third-party flagging service, Railpros, at BNSF's sole discretion.
2. Installation of Crossing Signal Equipment for the roadway and shared-use path and Crossing Signal Control House as shown on Exhibit A.
3. Installation of one 64-foot concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and shared-use path. Crossing surface to be constructed during a full roadway closure in an 8 hour window.

**IV.**

All work to be done by NDDOT or its Contractor on Railroad's right-of-way or in the vicinity of Railroad's tracks shall be done in a manner satisfactory to Railroad and shall be performed at such a time and in such manner as not to interfere with the movement of trains or traffic upon the tracks of Railroad. NDDOT will require its Contractor to use all care and precaution necessary to avoid accident or damage to, or interference with, Railroad's tracks or trains, and to notify Railroad's Roadmaster and Manager, Public Projects at least 30 days in advance whenever the Contractor is about to perform work on or adjacent to Railroad's right of way and tracks to enable Railroad, the NDDOT or its Contractor to furnish flagging and such other protective services and devices as in Railroad's judgment may be necessary to ensure safety of Railroad operation. Wherever safeguarding of trains or traffic of Railroad is mentioned in this agreement, it is intended to cover and include all users of Railroad's tracks having permission for such use.

NDDOT will reimburse Railroad directly for all actual costs incurred for flagging and other protective services/devices furnished, including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes. Bills for flagging and other protective services and devices ascertained in accordance with the provisions of 23 CFR 646-B and 23 CFR 140-1 and other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, will be submitted by Railroad to NDDOT.

BNSF agrees to observe and comply, and to require any of its contractors or subcontractors to observe and comply with Federal laws attached in Exhibit "E", to the extent such laws may apply to work to be performed by BNSF under this agreement. Where compliance is not applicable none of BNSF, its contractors or subcontractors will be required to comply with such requirements.

Railroad will submit complete billing for flagging and other protective services and devices within one hundred twenty (120) days after completion of the Project. NDDOT will review all billings and pay all accepted billings within 90 days from the date the billing is received by the NDDOT.

**V.**

BNSF will give NDDOT notice in advance of awarding any contracts for any of the work to be performed by Railroad hereunder in excess of \$50,000. NDDOT may request an audit of any Railroad invoice for which Railroad has incurred expenses and is seeking reimbursement within three (3) years of the date of such invoice. Railroad shall reasonably cooperate with all such audit requests timely made.

**VI.**

In addition to any rights and remedies that Railroad may have directly against the Contractor under Exhibits C and C-1, NDDOT shall require that should the Contractor in any way interfere with Railroad operations or damage property during construction operations over Railroad's tracks and right-of-way, the Contractor shall stop its work to allow the Railroad to investigate and make necessary repairs at Contractor's sole cost and expense. No work will proceed until authorized in writing by the Railroad.

**VII. (Intentionally Deleted.)**

**VIII.**

The Railroad agrees to observe and comply with all applicable laws; provided, however, that nothing in this agreement is intended to waive, nor shall it waive, the preemptive effect of Federal law as to Railroad.

**IX.**

Upon completion of the items of work, NDDOT shall require its Contractor to leave the Railroad right-of-way in a condition satisfactory to the Railroad.

**X.**

Upon completion of the Project, the Railroad reserves the right to make such ballast raises to its existing and future tracks and further reserves the right to make changes or additions to its facilities within the limit of the crossing, all as it may deem necessary in its sole judgment. In the event any changes in, or additions to the tracks or other facilities of the Railroad, NDDOT, or City are made in the future, the usefulness of the crossing shall not be impaired.

In addition to the terms and conditions set forth elsewhere in this agreement, BNSF and the NDDOT agree to the following terms upon completion of construction of the Project:

- a. NDDOT will own and be fully responsible for repairs, maintenance, future construction or reconstruction of Chateau Road.
- b. BNSF will remove the concrete roadway approaches at the 2' expansion joint in the event that railroad maintenance needs to occur at the crossing. BNSF will place aggregate as temporary surfacing in place of the concrete roadway approaches. NDDOT will remove the temporary surfacing and replace the concrete roadway approaches after railroad maintenance has been completed.
- c. NDDOT will maintain the elevation of the Chateau Road approaches to match the elevation on the Railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- d. NDDOT will do nothing and permit nothing to be done in the maintenance of Chateau Road, which will interfere with or endanger facilities of BNSF.
- e. It is expressly understood by NDDOT and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

The parties mutually agree that neither construction activities for the Project, nor future maintenance of the crossing once completed, will be permitted during the fourth quarter of each calendar year, unless approved in advance in writing by Railroad. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800-832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

## **XI.**

In addition to and consistent with its obligations under Article X above, NDDOT shall own, maintain, repair, and reconstruct, as necessary and at its own expense, the roadway and other improvements as described herein; excluding rail, ballast, ties and the Railroad crossing surface; provided, however, that any such reconstruction must be performed by a Contractor and not by NDDOT's own forces. NDDOT agrees that as to any maintenance, repair or reconstruction, it will comply with the following:

- A. Cause its Contractor to comply with Exhibit C and to execute Exhibit C-1 with Railroad.
- B. Require its Contractor to carry regular contractor's public liability and property damage insurance as then specified by NDDOT Spec. 107.14 or any subsequent NDDOT specification for limits equal to those then required of public contractors performing work under contract with NDDOT.
- C. Reimburse the Railroad for all actual costs and expenses related to the maintenance or reconstruction of the roadway and other improvements incurred by the Railroad in connection with such maintenance, repair, or reconstruction.
- D. Agency with its own personnel may perform the following routine maintenance without providing advance notice to BNSF or coordinating with BNSF's Public Projects group; however, Agency shall comply with BNSF's applicable rules and regulations in performing any of such items.
  - Routine snow and ice control

- Roadway and shared-use path cleaning and crack/joint sealing
- Maintain drainage facilities such as cleanout pipes or inlets

Should Agency wish to perform other maintenance or repair activities not listed above with its own personnel, Agency understands an additional agreement may be necessary and will coordinate with BNSF's Manager, Public Projects.

**XII.**

If the roadway ceases to be used for roadway purposes, then NDDOT shall notify the Railroad of such abandonment, and at NDDOT's expense, remove the roadway located upon the property of the Railroad, except and unless it is mutually agreed, within 120 days following NDDOT's notification of abandonment, that portions of the roadway are to be left in place. Removal from and cleaning up of the Railroad's property shall be done to the satisfaction of the Railroad.

**XIII.**

This agreement shall supersede any and all other agreements, arrangements, or understandings between the signatory jurisdictions covering, in whole or in part, any of the matters covered in this agreement.

**XVI.**

This agreement shall be for the benefit of and be binding upon the parties hereto, their successors, and assigns.

EXECUTED the date last below signed.

WITNESS:

BNSF RAILWAY COMPANY

Alexander Fiorini  
\_\_\_\_\_  
NAME (TYPE OF PRINT)  
*Alexander Fiorini*  
\_\_\_\_\_  
SIGNATURE

Richard Scott  
\_\_\_\_\_  
OFFICER'S NAME (TYPE OR PRINT)  
*Richard Scott*  
\_\_\_\_\_  
SIGNATURE  
Assistant Director Public Projects  
\_\_\_\_\_  
TITLE  
03/31/25  
\_\_\_\_\_  
DATE

Executed by the North Dakota Department of Transportation, the date last signed below:

WITNESS:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

Lindsey Jakobsen  
\_\_\_\_\_  
NAME (TYPE OR PRINT)  
*Lindsey Jakobsen*  
\_\_\_\_\_  
SIGNATURE

Matt Linneman  
\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)  
*Matt Linneman* SS  
\_\_\_\_\_  
SIGNATURE  
04/03/25  
\_\_\_\_\_  
DATE

APPROVED AS TO SUBSTANCE BY:

Kirk Hoff  
\_\_\_\_\_  
DESIGN ENGINEER (TYPE OR PRINT)  
*Kirk Hoff*  
\_\_\_\_\_  
SIGNATURE  
04/01/25  
\_\_\_\_\_  
DATE

ATTORNEY GENERAL  
APPROVED as to Execution

*Clint Morgenstern*  
04/01/25  
Special Asst Attorney General

EXHIBIT A  
PLANS



DESIGN DATA			
Traffic	Average Daily		
Current 2024	Pass: 870	Trucks: 55	Total: 925
Forecast 2044	Pass: 1,175	Trucks: 75	Total: 1,250
Clear Zone Distance: 14'	Design Speed: 15 MPH		
Minimum Sight Dist. for Stopping: 80'	Bridges: N/A		
Sight Dist. for No Passing Zone: 400'			
Pavement Design Life 30 (years)			
Design Accumulated One-way Rigid	ESALs: 373,541		

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	24246	1	1

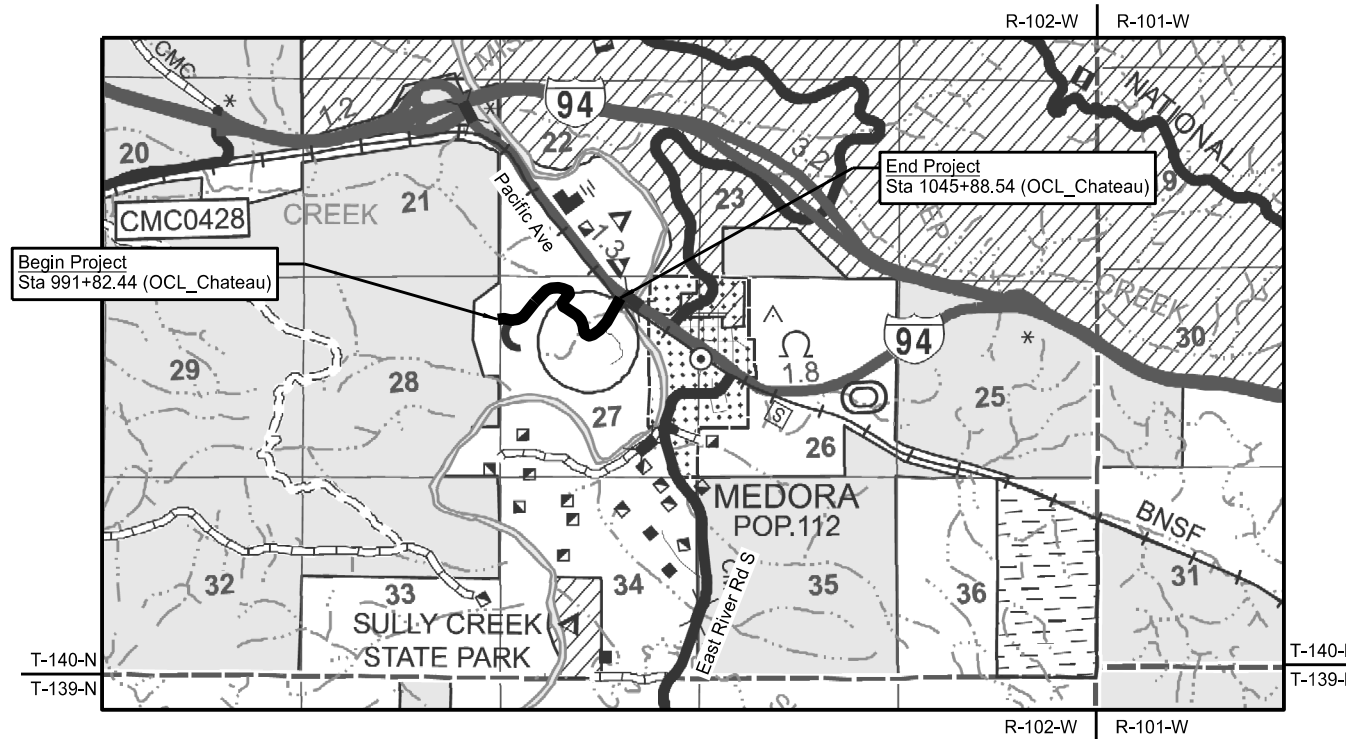
# NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SS-FTF-5-999(036)

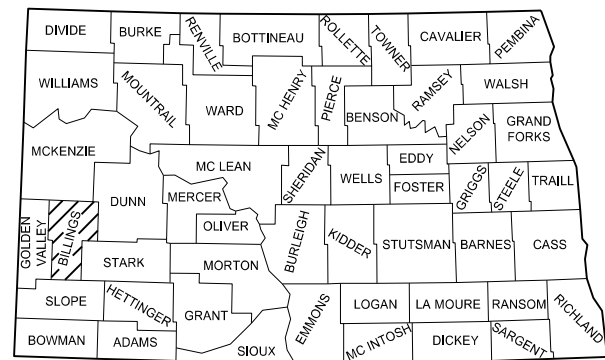
Billings County, North Dakota  
Chateau Road  
Grading, Concrete, Asphalt, Aggregate Base,  
Culverts, Shared-Use Path, Railroad Crossing,  
Signing, Pavement Markings

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	07/01/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
SS-FTF-5-999(036)	1.024	1.024



DESIGNER Adam McGill, PE
DESIGNER Nancy Chatelain, PE
DESIGNER Jonathan Bach, PE
DESIGNER Frankie Halter, PE
DESIGNER Austin Chmielewski, PE
DESIGNER Devin Moerke
DESIGNER Colton Smith
DESIGNER Mason Heustis
DESIGNER Lisa Messner



STATE COUNTY MAP

ND DEPARTMENT OF TRANSPORTATION  
OFFICE OF PROJECT DEVELOPMENT

KLJ

This document  
is preliminary  
and not for  
construction or  
implementation  
purposes.

## TABLE OF CONTENTS

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	2	1

### PLAN SECTIONS

Section	Page(s)	Description
1	1	Title Sheet
2	1-2	Table of Contents
4	1	Scope of Work
6	1- 11	Notes
20	2-4, 6, 7, 9-12	General Details
30	1	Existing Typical Sections
30	5	Proposed Typical Sections
40	15 - 16	Removals
60	6	Plan & Profile - Chateau Road
60	12	Plan & Profile - Approaches
70	6	Contours
75	1-2	Wetland Impacts
76	6	Temporary Erosion Control
77	6	Permanent Erosion Control
82	8, 9, 20	Survey Data Layouts
85	2	Landscaping
90	10	Paving Layouts
100	23, 26, 31	Work Zone Traffic Control Phase 3
100	32, 33, 38	Work Zone Traffic Control Phase 4
110	7	Signing
120	6	Pavement Marking
200	191-207	Cross Sections - Chateau Road
200	307 - 308	Cross Sections - Centerline Culverts
200	422 - 436	Cross Sections - Approaches

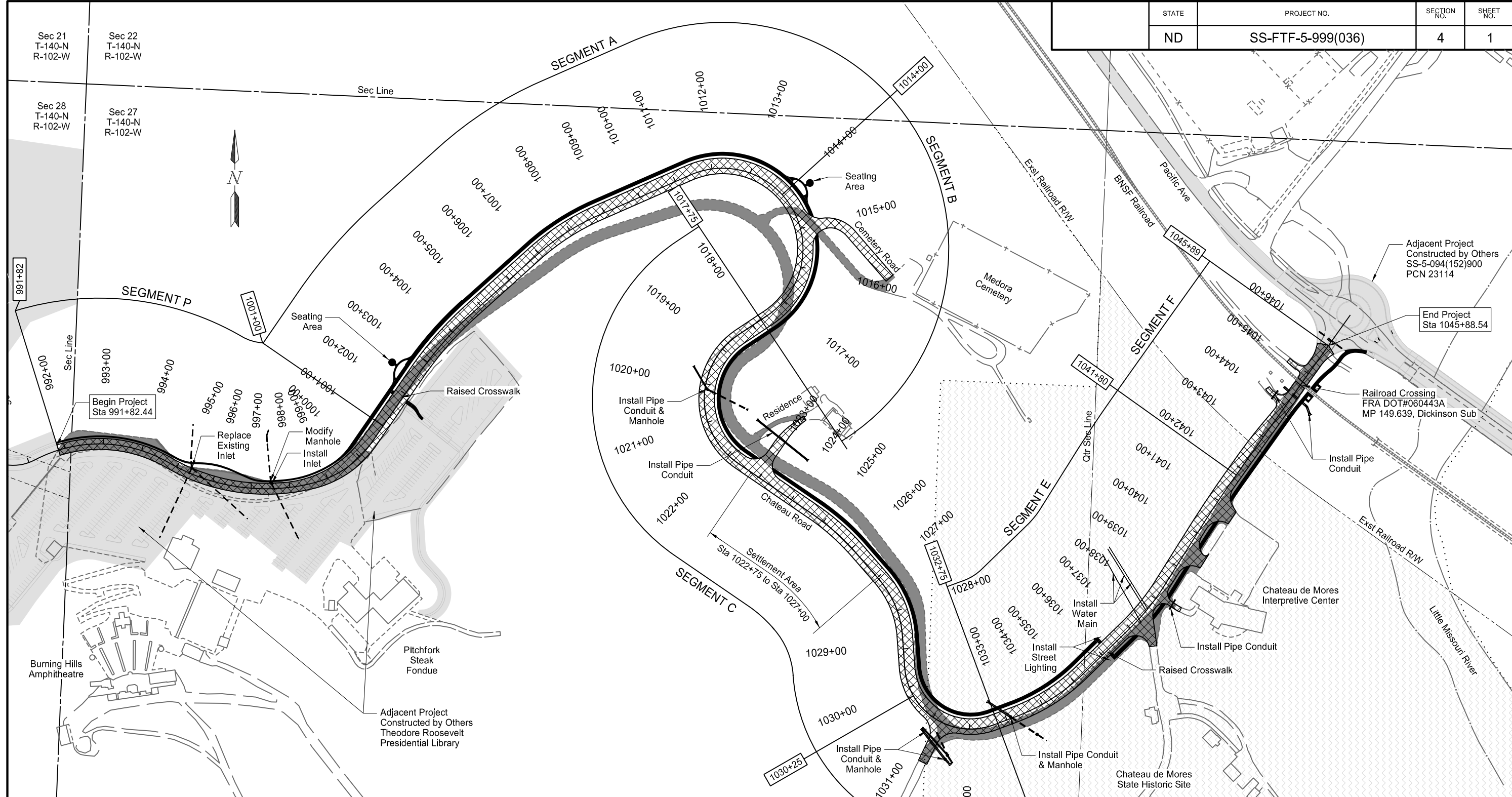
**TABLE OF CONTENTS**  
**LIST OF STANDARD DRAWINGS**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	2	2

Number	Description
D-101-1, 2,3,4	NDDOT Abbreviations
D-101-10	NDDOT Utility Company and Organization Abbreviations
D-101-20, 21	Line Styles
D-101-30, 31,32,33	Symbols
D-101-40	Cross Section Legend
D-255-2	Erosion And Siltation Control - Erosion Control Blanket Installation
D-260-1	Erosion And Siltation Controls - Silt Fence
D-261-1	Erosion Control - Fiber Roll Placement Details
D-550-2	Longitudinal Joint Details
D-550-3	Transverse Contraction Joint Details
D-550-4	Transverse Expansion Joint Detail
D-550-5	Transverse Construction Joint
D-704-3	Lane Markers (Spotting Tab For Seal Projects Only)
D-704-4	Work Zone Business Sign Details
D-704-7	Breakaway Systems For Construction Zone Signs - Perforated Tube
D-704-8	Breakaway Systems For Construction Zone Signs - U-Channel Post
D-704-9	Construction Sign Details - Terminal And Guide Signs
D-704-10	Construction Sign Details - Regulatory Signs
D-704-11, 11A	Construction Sign Details - Warning Signs
D-704-12	Shoulder Closure Tapers
D-704-13	Barricade And Channelizing Device Details
D-704-14	Construction Sign Punching And Mounting Details
D-704-15	Road Closure Layouts
D-704-20	Terminal And Seal Coat Sign Layouts
D-704-22	Construction Truck And Temporary Detour Layouts
D-704-24	Shoulder Closures And Bridge Painting Layouts
D-704-26	Miscellaneous Sign Layouts
D-704-27	Mobile Operation (Pavement Marking)
D-704-30	Windrow Marking
D-704-50	Portable Sign Support Assembly
D-708-6	Erosion And Siltation Controls - Median Or Ditch Inlet Protection
D-714-1	Reinforced Concrete Pipe Culverts And End Sections (Round Pipe)
D-714-4	Round Corrugated Steel Pipe Culverts And End Sections
D-714-22	Concrete Pipe, Cattle Pass, or Precast Concrete Box Culvert Ties
D-714-25M	Transverse Mainline Pipe Installation Detail - Multiple Pipes More Than 4 Feet Below Top of Subgrade
D-722-1B	Inlet - Special
D-722-2	Inlet - Type 2
D-722-5	Manhole Details
D-722-5A	Floating Manhole Casting
D-724-1	Waterworks
D-748-1	Curb & Gutter And Valley Gutter
D-750-2	Sidewalk
D-750-3	Curb Ramp Retrofit Details
D-752-1	Standard Barbed Wire Fence
D-752-2	Chain Link Fence
D-752-3	Standard Woven Wire Fence

Number	Description
D-754-9	Letter and Arrow Details
D-754-10	Arrow Details for Lane Control and Arrow-Per-Lane Signs
D-754-21	Reflectorized Delineators - Divided Highway
D-754-23	Perforated Tube Assembly Details
D-754-24, 25	Mounting Details Perforated Tube
D-754-24A	Breakaway Coupler System For Perforated Tubes
D-754-26, 27,29,38	Sign Punching, Stringer and Support Location Details Regulatory, Warning and Guide Signs
D-754-46	Punching, Stringer and Support Location Details for Regulatory, Warning and Guide Bike Route Signs
D-754-79	Chevron Installation Details
D-754-83	Object Markers - Culverts
D-762-1	Pavement Marking Message Details
D-762-4	Pavement Marking
D-762-11	Short-Term Pavement Marking
D-770-1	Concrete Foundations (Traffic Signals & Highway Lighting)
D-770-2	Feed Points (Roadway Lighting)
D-770-4	Lighting And Signal Details
D-770-5	Light Standard Details

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	4	1



LEGEND	PROJECT SEGMENT	SEGMENT DESCRIPTION	POSTED SPEED LIMIT	NUMBER OF LANES
	Segment P	Parking Lot Reconstruction - PCC Pavement	15 MPH	2
	Segment A	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment B	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment C	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment D	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment E	Chateau Road New Construction - PCC Pavement	15 MPH	3
	Segment F	Chateau Road New Construction - PCC Pavement	15 MPH	2

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Scope of Work

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	1

100-P01 COORDINATION OF PROJECTS: Other projects in the vicinity of this project are under contract during the 2025 and 2026 construction seasons. Coordinate scheduling, work activities and construction traffic control devices between projects. The projects occurring in the vicinity are listed below.

- NDDOT Project SS-5-094(152)900, PCN 23114 – Pacific Avenue Reconstruction
- Theodore Roosevelt Presidential Library Foundation Project – Theodore Roosevelt Presidential Library

100-P02 RAILROAD QUIET ZONE: Notify the Federal Railroad Administration, in writing, a minimum of 30-days prior to removing the existing raised concrete median adjacent to the railroad crossing. Submit a letter to the contact person listed below. Provide the following information in the letter.

- Project Information including NDDOT Project Number, PCN Number, Project Description, and Railroad Crossing 060443A.
- Date the existing raised concrete median will be removed.
- Type of traffic control device used as a temporary median
- Spacing of traffic control device used as a temporary median
- Length of time traffic control devices will be in place before permanent median is installed.

Tammy Wagner  
 Railroad Safety Specialist-Grade Crossing  
 Federal Railroad Administration  
 P.O. Box 514  
 Bismarck, ND 58502  
 PH: (815) 715-6034

Traffic control devices used as a temporary median must always remain functional. Reset any knocked over or broken drums immediately or at the direction of the Engineer.

100-P03 RAILROAD COORDINATION: Contact BNSF Manager of Public Projects prior to any work within BNSF right of way or any work affecting grade crossing operations.

- Alex Fiorini, Burlington Northern Santa Fe (BNSF), PH: (763) 782-3476 (office), PH: (612) 391-9572 (cell)

105-110 PAVEMENT SWEEPING: Sweep paved areas that were used by construction traffic before opening these areas to public traffic.

Sweep all newly constructed pavement no more than 24 hours before a scheduled final inspection.

Use a vacuum or pick-up type sweeper to perform this work.

105-P01 WORKING HOURS: The Medora Musical takes place from June 1 to September 15 each year (the “Musical Season”), performances are held from 4:00 pm to 10:00 pm (the “Performance Hours”) each day, except for Mondays.

1. No construction will be permitted within Performance Hours during the Musical Season between Sta 991+00 and 1022+00 (OCL\_Chateau).

2. Construction may be permitted within Performance Hours during the Musical Season between Sta 1022+00 to 1046+00 if approved by the Theodore Roosevelt Medora Foundation (TRMF). The TRMF will consider work activities that demonstrate no negative impact to the Pitchfork Steak Fondue nor performances at the Burning Hills Amphitheater.

See [www.medora.com/medoramusical/](http://www.medora.com/medoramusical/) for dates and times of the Medora Musical which will bring high volumes of traffic into the work area.

105-P02 ORDER OF OPERATIONS: Perform removals, grading, culvert improvements, aggregate base, concrete pavement, asphalt pavement, and shared use path in accordance with the phasing below. The project corridor has been separated into project segments which are identical across all phases. Project segments are shown in Section 100.

Phases do not dictate order. The Contractor’s operations, utility encounters, material supply, and control of traffic may affect the overall order of operations.

The construction phasing has been communicated to Utility Companies within the project corridor. Refer to SP 336(24) UTILITY COORDINATION for additional details. Coordinate with Utility Companies if any changes to phasing are implemented.

Additional restrictions to construction phasing are as follows:

**Phasing Restrictions**

- General
  - Refer to SP 334(24) INTERIM COMPLETION for work to be completed in year 1 and year 2 of construction.
  - Phases can be worked on concurrently if two-way traffic is maintained with paved 12-ft minimum lane widths and 1-ft minimum shoulders in each direction.
  - Construct the Temporary Bypass in Segment A for the Burning Hills Amphitheatre parking lot prior to beginning the remainder of work specified in Phase 1, Segment A and Segment P.
  - Complete work for Segment F in Phase 3 while adjacent Pacific Avenue Reconstruction project is constructing the west quadrant of the proposed roundabout during Phase 1c/1d of said project and as shown in Section 100 device layouts.
  - Complete work for Segment F in Phase 4 while adjacent Pacific Avenue Reconstruction project is constructing the south quadrant of the proposed roundabout during Phase 2a of said project and as shown in Section 100 device layouts.
  - Complete work for Segment F in Phase 7 after adjacent Pacific Avenue Reconstruction project has completed all roundabout paving and is open to traffic.
  - Settlement must be achieved in the Settlement Area from Sta 1022+75 to Sta 1027+00 (OCL\_Chateau) prior to beginning Phases 5 and 6.
  - Complete culvert improvements for Segment D in Phase 3 under the Service Road after September 22<sup>nd</sup>, 2025. Access must be maintained during the Musical Season.

This document is preliminary and not for construction or implementation purposes.

## NOTES

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	2

### Phase 1

- Segment P
  - Construct Chateau Road including grading, aggregate base, concrete pavement, curb and gutter, and storm drain conduit.
  - Construct sidewalk and shared use path including grading, aggregate base, and concrete pavement.
- Segment A
  - Construct temporary bypass for the Burning Hills Amphitheatre parking lot including grading, aggregate base, commercial grade hot mix asphalt, and pipe conduit prior to beginning the remainder of work specified in Phase 1, Segment A and Segment P.
  - Construct Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct partial permanent grading on right side of proposed Chateau Road to tie into existing Chateau Road.
  - Construct shared use path and seating area including grading, aggregate base, and concrete pavement.
- Segment B
  - Construct temporary bypass for the Medora Cemetery including grading, aggregate base, and pipe conduit.
  - Construct temporary bypass for the West Crossing including grading, aggregate base, and commercial grade hot mix asphalt.
- Segment C
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct portion of Chateau Road including grading aggregate base and temporary asphalt pavement from Sta 1022+75 to Sta 1027+00 (OCL\_Chateau)
  - Construct partial permanent grading on left side of proposed Chateau Road to tie into existing Chateau Road.
  - Construct temporary bypass for the Residence including grading, aggregate base, and pipe conduit.
- Segment D
  - Construct temporary bypass for the East Crossing and temporary Service Road approach including grading, aggregate base, commercial grade hot mix asphalt, and pipe conduit.
- Segment E
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct partial permanent grading on right side of proposed Chateau Road to tie into existing Chateau Road.
  - Construct shared use path including grading, aggregate base, and concrete pavement.
  - Construct temporary bypass for the Chateau de Mores Historic Site including grading and aggregate base.
  - Install proposed water main per Section 55 of the plans.

### Phase 2

- Segment B
  - Construct Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct partial permanent grading on right side of proposed Chateau Road to tie into existing Chateau Road.
  - Construct shared use path including grading, aggregate base, and concrete pavement.
  - Construct Cemetery Road approach including grading, aggregate base, concrete pavement, and hot mix asphalt.
- Segment C
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct portion of Chateau Road including grading aggregate base and temporary asphalt pavement from Sta 1022+75 to Sta 1027+00 (OCL\_Chateau).
  - Construct portion of shared use path including grading, aggregate base, and concrete pavement.
  - Construct Residence approach including grading, aggregate base, and hot mix asphalt.
  - Construct partial permanent grading on right side of proposed Residence approach to tie into existing Residence approach.
- Segment D
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct shared use path including grading, aggregate base, and concrete pavement.
- Segment E
  - Construct approaches at Chateau de Mores Historic Site, Chateau de Mores Interpretive Center (field access), and Chateau de Mores Interpretive Center (south access) including grading, aggregate base, concrete pavement, and hot mix asphalt.

### Phase 3

- Segment A
  - Remove temporary bypass for the Burning Hills Amphitheatre parking lot.
  - Construct permanent grading on right side of proposed Chateau Road.
  - Construct shared use path and seating area including grading, aggregate base, and concrete pavement.
- Segment B
  - Remove temporary bypass for the Medora Cemetery.
  - Remove temporary bypass for the West Crossing.
  - Construct permanent grading on right side of proposed Chateau Road.
  - Construct shared use path and seating area including grading, aggregate base, and concrete pavement.

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	3

- Segment C
  - Construct permanent grading on right side of proposed Residence approach.
- Segment D
  - Remove temporary bypass for the East Crossing.
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct Service Road approach including grading, aggregate base, concrete pavement, hot mix asphalt, and pipe conduit.
- Segment E
  - Remove temporary bypass for the Chateau de Mores Historic Site.
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
- Segment F
  - Construct portion of Chateau Road including grading, aggregate base, concrete pavement, and concrete median.
  - Construct portion of raised concrete median from Sta 1043+43.70 to Sta 1045+50.00.
  - Construct Railroad approaches including grading, aggregate base, and pipe conduit.

**Phase 4**

- Segment E
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct Chateau de Mores Interpretive Center (north access) approach including grading, aggregate base, concrete pavement, and hot mix asphalt.
  - Construct shared use path including grading, aggregate base, and concrete pavement.
- Segment F
  - Construct portion of Chateau Road including grading, aggregate base, concrete pavement, and pipe conduit.
  - Construct shared use path including grading, aggregate base, and concrete pavement.

**Phase 5**

- Segment C
  - Remove temporary asphalt surfacing.
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.

**Phase 6**

- Segment C
  - Remove temporary asphalt surfacing.
  - Construct portion of Chateau Road including grading, aggregate base, and concrete pavement.
  - Construct shared use path including grading, aggregate base, and concrete pavement.

**Phase 7**

- Segment F
  - Construct portion of concrete median paving from Sta 1045+50.00 to end of project.

105-P03 EMERGENCY SERVICES: Coordinate construction phasing, access modifications, and traffic control configurations with all local emergency services providers. Promptly address any deficiencies as they are encountered.

105-P04 UTILITY COORDINATION: A utility coordination meeting is required. Contact BNSF Telecom (1-800-533-2891) and BNSF Signal (1-800-832-5452) to confirm underground utility locations prior to working within BNSF right of way.

106-P01 STAGING AREA CLUE: A potential site has been identified as a staging area to store equipment and materials. The area is located approximately 0.5-mile northwest of the Chateau Road / Pacific Avenue intersection along Pacific Avenue (I-94 Business Loop) near Medora, ND. Contact information is provided below.

Theodore Roosevelt Medora Foundation  
 Clarence Sitter, Chief Operating Officer  
 PO Box 198  
 Medora, ND 58645  
 (701) 623-4444 ext. 8816 (Business)  
 (701) 541-7777 (cell)

Legal description of potential waste site area:

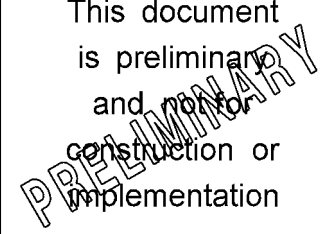
Billings County, ND  
 Township 140 North – Range 102 West  
 Section 22: Part of SW 1/4

The staging area has a Certificate of Approval (COA) in accordance with Section 107.05 of the Standard Specifications. It is approved for a stockpile location only.

106-P02 EXISTING AGGREGATE STOCKPILE: An existing stockpile of course aggregate material is located within proposed grading from Sta 1043+00 to Sta 1043+50 Lt. The material is owned by Burlington Northern Santa Fe (BNSF). Relocate stockpiled material beyond the proposed grading limits within BNSF property at a location approved by BNSF. Existing stockpile volume is estimated to be 18 CY. Contact BNSF at PH: (763) 782-3476 a minimum of 2-weeks prior to relocating stockpiled material. Relocating stockpiled material will not be measured and paid for separately but included in the contract unit price bid for other items.

107-P01 MAINTAINING TRAFFIC DURING PERFORMANCE OF THE WORK: Replace ND Standard Specification 107.07.A paragraph two with: “Keep two-way and two-lanes open to traffic during the performance of work, except for the one lane closure as specified in note 704-P02 TRAFFIC CONTROL FOR ONE LANE CLOSURE AT RAILROAD CROSSING of the plans.”

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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	4

**NOTES**

107-P02 MAINTAINING TRAFFIC – UNEVEN SHOULDER: If a shoulder and the adjacent lane are uneven due to milling or paving operations, the requirements of Section 704.04 O, "Traffic Control for Uneven Pavement" apply except for installing stackable vertical panels in place of tubular markers. If the shoulder and adjacent lane are uneven due to other circumstance, the contents of this note apply. If, at the end of the workday, drop-offs greater than 2 inches and less than 18 inches or slopes steeper than 4:1 exist between the edge of a traffic lane and the outside edge of the proposed roadway, perform one of the following actions:

- Construct a traversable wedge in the area of the drop-off or steep slope; or
- Close the lane adjacent to the drop-off or steep slope and provide 24-hour flagging or pilot car operations.

When constructing a wedge, construct a wedge composed of aggregate or earthen materials with a 4:1 or flatter slope along the entire length of the area. Compact materials using Type C compaction, as specified in 203.04 G.4, "Compaction Control Type C".

Install stackable vertical panels that meet the requirements of Section 704.03 H, "Stackable Vertical Panels", along the edge of the driving lane closest to the wedge.

The Engineer will measure stackable vertical panels as specified in Section 704.05, "Method of Measurement" and will pay for panels as specified in Section 704.06, "Basis of Payment".

The Engineer will not measure material used to construct the wedge. Include the cost of materials, equipment, labor, and incidentals required for this operation in the contract unit price bid for "AGGREGATE BASE COURSE CL 5".

If a 4:1 or flatter wedge is not installed, provide 24-hour flagging or pilot car operations and associated traffic control at no additional cost to the Department.

108-100 WEEKLY PLANNING & REPORTING MEETING: A weekly planning and reporting meeting is required.

108-150 PUBLIC RELATIONS COORDINATOR: Provide a public relations and information coordinator. The coordinator cannot be the project superintendent or construction foreman. The coordinator should be knowledgeable in construction operations, be able to develop effective media releases, possess written and verbal communication skills, and be able to organize productive meetings.

Provide the name, work address, and work phone number to the relevant project, community, and media personnel.

The public relations coordinator is responsible for providing the following:

1. Organizing, scheduling, and conducting the meeting specified in Note 108-100, "Weekly Planning & Reporting Meeting".

2. Advise the following people of upcoming construction activities in regard to street closures and traffic detour routes so that city police, emergency services, schools, and other pertinent city agencies may be notified.

- Clarence Sitter, from the City of Medora and the Theodore Roosevelt Medora Foundation, PH: (701) 541-7777,
- Amy McCann, of the Theodore Roosevelt Presidential Library, PH: (701) 213-1670
- Keshna DeJesus, of the State Historical Society of North Dakota, PH: (701) 623-4355
- Patrick Redmond, of Billings County, PH: (701) 690-6827
- Sheriff Dean Wyckoff, Billings County Sheriff's Office, PH: 701-623-4323

3. Provide news releases and necessary drawings to the media before and during construction. News releases should inform the public on construction activities, schedules, street closures, width or height restrictions to traffic, and traffic detour routes. Update news releases regarding construction activities every other week, at a minimum.

4. Be available for media interviews.

5. Work directly with property owners and businesses affected by construction activities. The coordinator must have sufficient knowledge and authority to resolve property owner and business concerns regarding scheduling, maintaining access, and construction operations.

108-P01 PRECONSTRUCTION CONFERENCE: In addition to the contacts listed in plan note 108-150 "PUBLIC RELATIONS COORDINATOR", invite the following to the preconstruction conference.

- Alex Fiorini, Burlington Northern Santa Fe (BNSF), PH: (763) 782-3476 (office), PH: (612) 391-9572 (cell)

201-P01 CLEARING & GRUBBING/REMOVAL OF TREES: Existing trees within proposed grading limits that are three (3) inches or larger in diameter, measured at a point 4.5 feet above the ground, have been cut down and removed from the project site by the Department. Tree stumps on flat terrain were cut to a maximum height of three inches above the ground. Tree stumps on sloping terrain were cut approximately parallel to the ground. Branches or logs equal or less than two inches in diameter may remain scattered within the project site. Include the removal of all remaining tree stumps and any other miscellaneous tree debris in the contract unit price bid for "CLEARING & GRUBBING".

202-P01 REMOVAL OF PAVEMENT: Removal of pavement consists of removing bituminous pavement, concrete pavement, underlying aggregate base, and aggregate surfacing material. Suitability of existing material has not been verified. Existing pavement and underlying aggregate base thicknesses are based on the existing typical sections shown in Section 30 which were created from previous construction plans, coring data, and maintenance data. The quantities shown in Section 40 includes the entire bituminous and concrete surfacing tonnage and the entire aggregate base/surfacing tonnage except the bottom two inches.

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	5

202-P02 REMOVAL OF OBSTRUCTIONS: Remove and salvage existing scoria boulders between Sta 999+00 to 1005+00 Lt (OCL\_Chateau). Reset scoria boulders to the proposed seating areas along the shared use path at locations shown in Section 85. The estimated number of scoria boulders to be reset is 23. Deliver any excess scoria boulders to the Theodore Roosevelt Medora Foundation (TRMF). Notify the TRMF a minimum of 24-hours in advance to coordinate delivery.

Doug Koester  
 Director of Maintenance – Theodore Roosevelt Medora Foundation  
 701-872-6158  
 dougk@medora.com

Include all costs for removal, salvaging, resetting, and delivery of scoria boulders in the price bid for “REMOVAL OF OBSTRUCTIONS”.

202-P03 REMOVE EXISTING FENCE: Notify landowners in writing, with a copy to the Engineer, a minimum of 30-days in advance of fence removal. Just prior to removing fence, coordinate verbally with the adjacent landowners. Additional information, including the property owners’ contact information, will be available from the Engineer.

Existing metal decorative fence and assemblies at the below listed locations are to be removed and salvaged by the Theodore Roosevelt Medora Foundation (TRMF).

- Sta 1008+55 to Sta 1008+73 Rt (OCL\_Chateau) – Corner Assembly
- Sta 1011+10 to Sta 1011+22 Rt (OCL\_Chateau) – Brace Assembly
- Sta 1011+41 to Sta 1011+55 Rt (OCL\_Chateau) – Brace Assembly
- Sta 1015+82 to Sta Sta 1015+84 Lt (OCL\_Chateau) – Corner Assembly

Preserve and protect existing metal decorative fence until removed. The TRMF will have 7-days to remove existing metal decorative fence once notified by the Contractor. Notify Doug Koester, PH: (701) 872-6158, of the Theodore Roosevelt Medora Foundation.

Payment for fence removal will be paid based on the length of fence removed regardless of the presence of corner assemblies, brace assemblies, terminals, and depression fencing. Include all costs associated with removing the aforementioned items in the contract unit price bid for “REMOVE EXISTING FENCE”.

202-P04 REMOVAL OF TEMPORARY BYPASS: Strip and stockpile topsoil. Perform grading operations including excavation and embankment to existing conditions. Place topsoil. Material volumes estimates are included in Section 11 for information purposes. Materials will not be measured and paid for separately. Include all costs for labor, material, and equipment necessary to perform the above described work in the contract unit price bid for "REMOVAL OF TEMPORARY BYPASS". Proposed erosion control, seeding, soil stabilization, and removal of temporary surfacing and aggregate base will be measured and paid for separately.

203-010 SHRINKAGE: 5 percent additional volume is included for shrinkage in earth embankment.

203-385 AVERAGE HAUL: No average haul has been computed for this project.

203-P01 COMMON EXCAVATION-TYPE A: Pulverize, disc or manipulate embankment material until 90% of the particles are smaller than 1-inch in all dimensions, with no particle being larger than 3-inches in any dimension. The Engineer will make a visual determination if the requirement is met at the time of fill placement. Include all costs for labor, materials, and equipment necessary to manipulate fill material in the contract unit price bid for “COMMON EXCAVATION-TYPE A”.

203-P02 SHALE EXCAVATION: Utilize shale excavation material as common excavation embankment. Process shale excavation material as described in note 203-P01 COMMON EXCAVATION-TYPE A. Compact shale excavation in accordance with specification 203.04 G.2, “Compaction Control, Type A”. Include all costs for labor, materials, and equipment necessary to manipulate and compact embankment material in the contract unit price bid for “SHALE EXCAVATION”.

203-P03 SELECT EMBANKMENT: Locations specified in Section 11 “Earthwork Summary” require select embankment to be utilized as fill material below the top of proposed subgrade. Select embankment material to be sourced from proposed grading operations within Sta 1005+25 to 1007+75 and Sta 1012+50 to 1016+25 and hauled to the select embankment location.  
  
Include all costs for labor, materials, and equipment necessary to excavate, stockpile, haul and place select embankment in select embankment locations in the contract unit price bid for “COMMON EXCAVATION-TYPE A”.

203-P04 COMMON EXCAVATION-WASTE: Place all excavation not needed for Chateau Road embankment at the waste site identified in the plans. The waste site is located approximately 0.5-mile northwest of the Chateau Road / Pacific Avenue intersection along Pacific Avenue (I-94 Business Loop) near Medora, ND. Provide a 48-hour notification to the site owner prior to use.

Owner Information

Theodore Roosevelt Medora Foundation  
 Clarence Sitter, Chief Operating Officer  
 PO Box 198  
 Medora, ND 58645  
 (701) 623-4444 ext. 8816 (Business)  
 (701) 541-7777 (cell)

Legal Description of Waste Site Area:

Billings County, ND  
 Township 140 North – Range 102 West  
 Section 22: Portions of SW ¼ and SE ¼  
 Parcel in S½ of NE¼; Parcel N½ of S½  
 Less 0.69 Acre Tract 22-140-102

Clear and strip the waste site of topsoil prior to placement of the Common Excavation-Waste material. Blend the excess excavation into the existing terrain creating a traversable, uniform, and drainable surface as approved by the Engineer. Do not change existing drainage patterns. Restore topsoil, seed, and mulch the site upon approval of the grading by the Engineer. Include all costs for hauling, placing, and grading of excess excavation and restoration of the waste site in the contract unit price bid for “COMMON EXCAVATION-WASTE”. Topsoil stripping and seeding quantities will be measured and paid for separately at unit bid prices for their respective items.

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	6

- 230-P01 SUBGRADE PREPARATION-TYPE A-12IN: Perform subgrade preparation where bedrock is not encountered at embankment foundation elevation. Areas where bedrock is anticipated to be encountered at embankment foundation elevation were excluded from the subgrade preparation plan quantity. The Engineer may approve additional subgrade preparation based on conditions as they are exposed during construction.
  
- 251-P01 SEEDING CLASS III: Provide the "Grasslands Seed Mix" as shown in Section 85 for all permanent seeding.
  
- 302-P01 TRAFFIC SERVICE AGGREGATE: A quantity for traffic service aggregate is provided to maintain traffic on existing and proposed Chateau Road, side streets, approaches, and bypasses.
  
- 302-P02 AGGREGATE SURFACE COURSE: Provide Size 3 Coarse Aggregate per Standard Specification 802.02 B.2 as landscaping rock as shown in Section 77 and 85.
  
- 550-P01 CONCRETE MIX DESIGN: Use an AE concrete mix that attains a minimum compressive strength of 2,800 psi in 30 hours within Segment F (Sta 1041+80 to end project). Provide a separate mix design to the Engineer for review. Use a standard AE concrete mix in all other project segments (begin project to Sta 1041+80).
  
- 550-P02 RAISED CROSSWALK: Include all concrete and reinforcing steel necessary to construct raised crosswalks in the contract unit price bid for "8IN NON-REINF CONCRETE PVMT CL AE-DOWELED".
  
- 550-P03 STORM SEWER CASTINGS: Install storm sewer castings while the concrete is still in a plastic state and in a manner that does not create additional joints in the pavement, which were not part of the designed joint layout.  
  
 Install inlet castings that are adjacent to the concrete roadway concurrently with the driving surface paving operation.  
  
 Install manhole castings that lie within the limits of the concrete pavement with the paving operation. Install castings 1/4 inch to 3/8 inch below the finished pavement surface.  
  
 If installing a casting after the paving machine has passed, use vibratory methods to consolidate concrete placed or disturbed as part of the casting installation.  
  
 Include all costs for this work in the price bid for the concrete paving items.
  
- 704-100 TRAFFIC CONTROL SUPERVISOR: Provide a Traffic Control Supervisor.
  
- 704-510 OBLITERATION OF PAVEMENT MARKINGS: Masking of pavement markings designated for obliteration is allowed. Choose to remove marking as specified in Section 704.04 N, "Obliteration of Pavement Markings" or mask markings. Mask markings using removable, non-reflective preformed tape that is approximately the same color as the pavement surface and that overlaps the marking a minimum of 1 inch on each side.

- 704-P01 TRAFFIC CONTROL DEVICES: The traffic control details have been developed based on the premise that construction will be completed in phases. The traffic control device list includes the required number of devices for each phase independently. Refer to Note 105-P02 ORDER OF OPERATIONS for phasing restrictions. Remove and reset the devices as necessary for each phase of construction.  
  
 Quantities for traffic control signs and devices are based on a 15-mph work zone speed limit. Traffic control device quantities are based on the work area for each phase as shown in Section 100 of the plans. The Department will pay for all necessary deployed devices.  
  
 The Traffic Control Devices list has been developed using the above listed information and the following layouts and standard drawings for traffic control.  
  
 D-704-12: Portable changeable message sign on shoulder  
 D-704-15: Type A for temporary road closure; Type B for temporary bypass  
 D-704-20: Type G for terminal signing  
 D-704-22: Type K and L for construction trucks hauling material  
 D-704-24: Type R, S, U for shoulder closures  
 D-704-26: Type BB, EE, FF, and GG when conditions exist  
 D-704-30: As applicable for windrow marking
  
- 704-P02 TRAFFIC CONTROL FOR ONE LANE CLOSURE AT RAILROAD CROSSING: Provide traffic control consisting of a temporary road closure and flagging. Provide flagging 24-hours during one lane closures. The Department will pay for all necessary deployed devices.  
  
 Place flaggers and traffic control devices as shown on Standard D-704-15, layout A at the at-grade railroad crossing while construction takes place in that location.  
  
 Notify BNSF a minimum of seven (7) days prior to work taking place within BNSF right of way and ensure the BNSF railroad flagger is onsite before performing work. Contact information listed below.  
  
 Alex Fiorini, PE  
 Manager Public Projects  
 PH: (763) 782-3476 (office)  
 PH: (612) 391-9572 (mobile)  
 alexander.fiorini@bnsf.com

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purposes.

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	7

**NOTES**

704-P03 PORTABLE CHANGEABLE MESSAGE SIGN: Install Portable Changeable Message Sign (PCMS) 2 weeks before work begins on the project. The Engineer will determine the location for PCMS installation. Relocate the PCMS as directed by the Engineer.

Provide an operator trained in the use of the PCMS.

The Engineer will determine the message to be displayed. The operator shall program the message within one hour of the Engineer's request to change the message. Included all costs for labor, material, and equipment necessary to install, relocate, and remove portable changeable message signs in the contract unit price bid for "PORTABLE CHANGEABLE MESSAGE SIGN".

706-P01 FIELD OFFICE: Provide a field office which meets the following requirements:

1. Be completely insulated and weather tight.
2. Minimum total area of 450 square feet.
3. Indoor bathroom facilities, sewer, and potable water.
4. Have a dependable source of electricity for power and lights with a minimum of 6 electrical outlets spaced throughout the building and light fixtures spaced to uniformly light the entire interior (lumens required 110 foot-candles).
5. Be wired for DSL Broadband internet with wireless Wi-Fi and have the capability to allow for hard wiring the computer. Include the cost of the installation and monthly fees.
6. A heating and cooling system that can maintain the temperature between 65°F and 78°F year around.
7. A minimum of 3 desks and 3 desk chairs, 3 extra chairs, a drawer file cabinet with at least two drawers, one table minimum of 2.5 ft x 5 ft.
8. Photocopy machine/Printer capable of 11x17 photocopies/prints and toner to last the duration of the project. Engineer will provide paper. Other features to include digital coping & scanning. (Fax capabilities can be included but not necessary).
9. The location of the field office will be on site and will avoid impact to all cultural resources identified on this project, or as close to the project as possible and approved by the Engineer. Any rental fees will be paid by the Contractor.
10. Make the field office available for occupancy one week before the start of the project and remain through project completion.
11. Heat, electric, internet service, sewer, and water hookups to be furnished by Contractor, Contractor to pay utility bills.

All requirements of the Field Office are subject to approval by the Engineer. Include the costs for the field office in the contract unit price bid for "FIELD OFFICE" and the Schedule for Payment is as follows:

- 25% when set up on site.
- 50% when 30% of the work is complete.
- 75% when 60% of the work is complete.
- 100% when project is complete.

710-P01 TEMPORARY BYPASS: Install temporary bypass. Strip and stockpile existing topsoil. Perform grading operations including excavation and embankment. Place topsoil. Material volumes estimates are included in Section 11 for information purposes. Materials will not be measured and paid for separately. Include all costs for labor, material, and equipment necessary to perform the above described work in the contract unit price bid for "TEMPORARY BYPASS". Proposed erosion control, seeding, soil stabilization, removal of existing asphalt surfacing, and removal of existing aggregate base for temporary bypass installation will be measured and paid for separately. Quantities are included in Sections 10 and 40.

714-P01 PIPE BENDS: Pipe bends are required at the following locations. The Engineer will include pipe bends in the length measured for pipe.

Location	Type	Degree Bend
Sta 1044+32.95 (OCL_Chateau)	42IN Pipe Corr Steel	30 Degree Bend

714-P02 LANDOWNER COORDINATION FOR PIPE CONDUIT INSTALLATION: Coordinate with landowner and current occupants of the residence at Sta 1022+92 Lt (OCL\_Chateau) a minimum of 14-days in advance of desired approach pipe installation. Coordinate a temporary closure to the residence of a duration that is acceptable to the landowner, current occupants, Contractor, and Engineer.

722-100 INLETS AND MANHOLES: Inlets and manholes were designed with a minimum 4-foot riser height. Fill the bottom of each drainage structure with concrete, up to the lowest invert elevation.

722-P01 INLET AND MANHOLE OFFSETS: All inlet and manhole offsets indicated in Section 50 are to the center of structure.

722-P02 ADJUST INLET: Adjust existing Inlet No. 10 at Sta 997+51, 17.5' Lt (OCL\_Chateau) to final grade by removing the existing inlet casting and adjusting rings and install new manhole casting and adjusting rings to proposed rim elevation. Estimated elevation rise is 1.26-ft from existing rim elevation of 2506.06 to proposed rim elevation of 2507.32.

722-P03 INLET AND MANHOLE EXCAVATION: The installation of inlets and manholes may require temporary shoring, trench boxes, etc. to support trench excavation based on Contractor's operations. Include all costs associated with trench excavation, temporary shoring, trench boxes, or other slope support systems in the contract unit price for "MANHOLE \_\_IN", "INLET-TYPE 2", and "INLET SPECIAL-TYPE 2 48IN".

722-P04 INLET SPECIAL-TYPE 2 48IN: Include all costs for labor, material, and equipment necessary to connect proposed inlet special and existing pipes in the contract unit price bid for "INLET SPECIAL-TYPE 2 48IN".

724-P01 STATE HISTORICAL SOCIETY WATER MAIN SHUTDOWN: Existing water main can be shut down for a maximum of 10 calendar days to remove existing water main and install proposed water main as shown in Section 55. A shut down is not allowed from July 1<sup>st</sup>, 2025 through July 6<sup>th</sup>, 2025. Notify Keshna DeJesus, PH: (701)623-4355, of the State Historical Society of North Dakota a minimum of 14-days prior to shut down and again 24-hours in advance of shut down.

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	8

724-P02 WATER PIPE – 3 INCH AND LESS: Provide water main pipe meeting the following requirements for diameters 3-inches or less.

Pipe: Polyethylene Pipe (PE):

- 250 psi working pressure (IPS), ASTM D2239 SIDR-7,
- Manufactured from materials meeting the requirements of Type III, class "C" category 5-P34PE as defined in ASTM D1248.

724-P03 WATER MAIN FITTINGS: Provide water main fittings meeting the following requirements.

Ductile Iron Fittings:

- Provide ductile iron fittings manufactured by Harco, Trinity Valley, or approved equal,
- Working pressure of 350 pounds per square inch conforming with AWWA/ANSI C153/A21.53 or AWWA/ANSI C110/A21.10.
- Interior and exterior coating be NSF-61 approved fusion bonded epoxy coating. The epoxy coating to be 12 mils, DFT and conform to the requirements of AWWA C213-01, Section 4.5.
- Mechanically restrain all fittings and install thrust blocking. Provide adequate size thrust blocking to prevent movement of pipe and appurtenances when under pressure. Minimum bearing area to be 2 square feet.
- Push-on joints and mechanical joints to be manufactured in accordance with AWWA/ANSI C111/A21.11.

Mechanical Joint Bolts:

- Provide stainless steel Grade 304 for all bolts for mechanical joint fittings, valves, and hydrants.
- Restrained pipe joints are required where shown on the plans. Joint restraint systems to be Mega Lug or approved equal.
- Pipe Couplers to be Romac MACRO HP Extended Range Coupling, Hymax Coupling, or approved equal for 12-inches and smaller.

724-P04 WATER SERVICE FITTINGS: Provide brass fitting with pipe threads to barb for poly connection.

724-P05 WATER PIPE: Install water lines with a minimum cover of 8-ft to top of pipe.

724-P06 TESTING AND DISINFECTING LINES: Perform testing and disinfection per Specification 724.04 C.3 for both watermain and water service lines. Provide all necessary materials and equipment for testing and disinfecting. Include all costs to test and disinfect watermain and water service lines in the contract unit price bid for "WATER SERVICE LINE 2IN", "WATER SERVICE LINE 3IN", and "WATERMAIN 6IN PVC".

750-P01 SIDEWALK CONCRETE REINF: Furnish and install sidewalk concrete with macro-fiber reinforcement that meets the requirements of ASTM C1116 and as described below. All fibers must be approved by the Engineer prior to usage. Submit a mix design to the Engineer for approval.

- Type III synthetic
- 1.5-inch minimum fiber length
- Dosage rate to meet manufacturers recommendations
- Manufacturer
  - Fibermix PolyMesh
  - Euclid Tuf-Strand SF
  - MasterFiber MAC Matrix
  - Approved Equal

Include all costs for labor, material, and equipment necessary for macro-fiber reinforcement sidewalk concrete in the contract unit price bid for "SIDEWALK CONCRETE REINF".

750-P02 SIDEWALK CONCRETE 8IN: Reinforce sidewalk concrete proposed at the below listed location. Reinforce with a No. 4 deformed reinforcing bar placed 18 inches on center both ways. Include an 18-inch minimum lap at splice locations. Use plastic chairs to support the bars at mid-depth of the slab and ensure a clearance of 3-inches to all side forms. If random cracking occurs, remove and replace all damaged panels at no additional cost to the Department.

Proposed Shared-Use Path – 8-inch Thickness

- Sta 1041+13 to Sta 1046+37 Rt (OCL\_Chateau)

Include all costs for labor, material, and equipment necessary for reinforced sidewalk concrete in the contract unit price bid for "SIDEWALK CONCRETE 8IN".

750-P03 DETECTABLE WARNING PANELS: Provide cast iron detectable warning panels.

750-P04 CONCRETE MEDIAN PAVING: Include all costs for labor, material, and equipment necessary to install raised concrete median including concrete, welded wire mesh, dowel bars, epoxy, silicone sealant, and drilling in the contract unit price bid for "CONCRETE MEDIAN PAVING".

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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	9

**NOTES**

752-P01 TEMPORARY FENCE: Temporary fence is required to maintain existing fence connectivity. Section 80 includes two (2) fence phases as described below. The Engineer may approve revisions to temporary fencing based on grading and installation limitations.

Temporary

Install temporary fencing needed to maintain fence connectivity during all grading operations. Install temporary fence prior to removing existing fence. Provide standard barbed wire fence per Standard Drawing D-752-01 as temporary fence. Include all costs to provide, place, and maintain the temporary fence in the contract unit price bid for "TEMPORARY FENCE".

Permanent

Remove temporary fencing after permanent fence has been installed. Removed fencing to become the property of the Contractor. Include all costs to remove temporary fencing in the contract unit price bid for "REMOVE EXISTING FENCE".

752-P02 FENCE CHAIN LINK: Provide 3'-6" high chain-link fence. Provide emergency exit swing gate that only opens away from the tracks and automatically returns to the closed position after each use. All components to be black, vinyl-coated. Fence materials must meet Section 860.01. Provide fences that have top and bottom tension wires. Submit work drawings showing post spacing (10' max), mounting plates, anchor types, and bracket assemblies as recommended by the Manufacturer for review and approval by the Engineer prior to fabrication or installation.

Included all costs for labor, material, and equipment necessary to submit work drawings and install chain link fence, corner assemblies, fence terminals, and emergency exit swing gates in the contract unit price bid for "FENCE CHAIN LINK".

754-P01 REMOVE SIGNS & SUPPORTS: All signs and supports removed from the project will become the property of the Contractor except for existing wayfinding signs or signs to be reset. Existing wayfinding signs are to be removed by the below agencies.

Agency	Existing Wayfinding Sign	Type	Station (OCL Chateau)
Theodore Roosevelt Medora Foundation	Medora Musical	Metal Frame	1009+78 Rt
	Cemetery	Wood Post w/ Wood Panel	1014+42 Lt
	Medora Musical / Pitchfork Steak Fondue	Wood Posts w/ Wood Panel	1031+24 Rt
	Medora Musical / Pitchfork Steak Fondue	Wood Posts w/ Wood Panel	1036+90 Rt
State Historical Society of North Dakota	Chateau de Mores – Turn Left	Wood Posts w/ Wood Panel	1036+95 Rt

Preserve and protect signs until they are removed. Each agency will have 7-days to remove the signs once notified by the Contractor.

- Notify Doug Koester, PH: (701) 872-6158, of the Theodore Roosevelt Medora Foundation
- Notify Keshna DeJesus, PH: (701) 623-4355, of the State Historical Society of North Dakota.

754-P02 REMOVE FLEXIBLE DELINEATORS: Remove, salvage, and deliver all existing ground mounted flexible delineators and supports to the Theodore Roosevelt Medora Foundation (TRMF). Notify the TRMF a minimum of 24-hours in advance to coordinate delivery.

Doug Koester  
 Director of Maintenance – Theodore Roosevelt Medora Foundation  
 701-872-6158  
 dougk@medora.com

Include the cost to remove, salvage, and deliver flexible delineators in the contract unit price bid for "FLEXIBLE DELINEATORS".

754-P03 FLEXIBLE DELINEATORS: Two different types of flexible delineators are proposed in the plans. Soil-mounted flexible delineators are to be installed along edge of proposed pavement as outlined in Section 110. Concrete-mounted flexible delineators are to be installed on the raised concrete median near the BNSF railroad crossing as shown in Section 20. Provide flexible delineators as described below. Install flexible delineators per manufacturers recommendations.

Soil-Mounted Flexible Delineators

- 48-inch height
- 2¼-inch diameter round post
- 18- inch closed end soil anchor
- White color post
- Two 3-inch reflective wraps
- Recessed cap
- Manufacturer
  - Valtir – Safe-Hit Delineator Post – Type 5
  - Tapco – Earthflex Ground Mount Delineator
  - Approved Equal

Concrete-Mounted Flexible Delineators

- 36-inch height
- 2¼-inch to 3-inch diameter round post
- Surface mount for concrete
- Yellow color post
- Two 3-inch reflective wraps

Include all costs for labor, material, and equipment necessary to install flexible delineators in the contract unit price bid for "FLEXIBLE DELINEATORS".

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**NOTES**

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	10

770-P01 REMOVE LIGHT STANDARD: Remove light standards, foundations, luminaires, conduit, and wiring. Salvage and deliver removed light standards (poles, brackets, luminaires) to the Theodore Roosevelt Medora Foundation (TRMF). Notify Doug Koester, PH: (701) 872-6158, of the TRMF to coordinate delivery. Include all costs associated with lighting removals in the contract unit price bid for "REMOVE LIGHT STANDARD".

770-P02 CONCRTE FOUNDATION HIGHWAY LIGHTING: Provide light standard foundations 24-inches in diameter and 6-feet deep, and according to Standard Drawing D-770-01. Verify bolt circle and projection. Include spare conduit and cap end at all foundations located at the end of a circuit.

770-P03 ORNAMENTAL LIGHT STANDARD: Furnish and install the ornamental light standard as shown in Section 140 of the plans. Provide Lumec decorative fluted round aluminum pole with a welded pole base, RA40-18-BABS20(2)-FH-BRTX. Included in the pole are two (2) single position banner arms set for 18-inch x 36-inch banners and a flag holder. Mount all light standards on a concrete foundation. Provide tapered aluminum arms 4-feet in length, CL4-1A-BRTX.

770-P04 LED LUMINAIRE: Furnish and install the LED luminaire as shown in Section 140 of the plans. Provide Lumec Renaissance RN20-55W32LED3K-G3-LE4F (or approved equal), LED type IV distribution, 3000K color temperature, flat lens full cutoff luminaire.

900-P01 SETTLEMENT PLATE: Embankment foundation soils are anticipated to settle between 3 and 5 inches from Sta 1022+75 to Sta 1027+00 (OCL Chateau). Install settlement plates as shown on Section 20 "Settlement Area Instrumentation" detail after topsoil stripping, clearing and grubbing, and subgrade preparation but prior to embankment placement. Install coupled segments of threaded black steel pipe as embankment is placed. Provide flush mount well covers with bolt down water-tight gasket lids and steel skirts. The Engineer or Engineer's representative will monitor settlement weekly by surveying elevation data of a consistent location on the top of each pipe and report data to the NDDOT Geotechnical Section. Settlement monitoring will be plotted and reviewed by the Engineer or Engineer's representative to determine when construction can resume, but in no instance later than 6-months after embankment is built to finished grade. Protect instrumentation during construction by hand compacting around riser pipe. Provide access by Engineer or Engineer's representative for weekly survey and when each additional riser pipe is added.

Include all costs for labor, materials, and equipment necessary to install instrumentation equipment in the contract unit price bid for "SETTLEMENT PLATE".

902-P01 DEBRIS REMOVAL: Remove debris material from Sta 1032+25 to Sta 1033+25 Lt currently being used as riprap for a culvert inlet. Material includes clinker (aka "scoria") and concrete removal chunks, and rock. All removals are to become the property of the Contractor and are not to be reincorporated into the project. Include all costs for removal and disposal in the price bid for "DEBRIS REMOVAL".

910-P01 CONTROLLED DENSITY BACKFILL: Existing sinkhole locations are identified in the Section 20 "Sinkhole Repair" detail and represent areas incurring erosion of existing in situ material. Provide flow fill, compaction grout, or a low-strength concrete mix (less than 500 psi at 28-day compressive strength) with a slump of 12-inches or less. Submit mix design for approval by the Engineer at the preconstruction conference.

Perform the following operations for each sinkhole repair location.

- Place earthen plug at sinkhole outlet.
- Place controlled density backfill up to 4-ft below top of existing ground.
- Place embankment material to fill remainder of sinkhole up to bottom of proposed topsoil.
- Place topsoil that has been stripped from other locations within the project corridor to reestablish natural ground surface prior to erosion.

Embankment placed for sinkhole repairs to meet specification 203.04 G.3, "Compaction Control, Type B". Embankment volumes will not be measured and paid for separately but included in the contract unit price for "CONTROLLED DENSITY BACKFILL".

Refer to Section 20 "Sinkhole Repair" for estimated controlled density backfill volumes. Existing sinkhole repair locations are based on existing ground topography at the time of survey. Additional sinkhole repair locations not identified in the plans may be discovered during earthwork operations. If discovered and approved by the Engineer, place controlled density backfill and embankment material per plan details. Any additional controlled density backfill material placed from approved additional sinkhole repairs will be measured and paid under the contract unit price bid for "CONTROLLED DENSITY BACKFILL".

Include all costs for labor, materials, and equipment necessary to perform this work in the contract unit price bid for "CONTROLLED DENSITY BACKFILL".

910-P02 MODIFY MANHOLE: Modify existing Manhole No. 30 – Sta 30+70, 49.5' Lt (OCL\_Appr\_Access) by cutting an opening and grouting in proposed connecting pipe. Include all costs for labor, material, and equipment necessary to connect manhole and pipes in the contract unit price bid for "MODIFY MANHOLE".

930-P01 CONCRETE SLEEPER SLAB: This work consists of constructing a concrete sleeper slab at the location of an expansion joint in the PCC pavement. Use an AE concrete mix that meets the requirements listed in plan note 550-P01 CONCRETE MIX DESIGN.

Finish the surface of the sleeper slab smooth. Allow the sleeper slab to cure for 24-hours before performing additional work on or adjacent to the slab. Cover the sleeper slab with a double layer of 4 or 6 mil polyethylene sheeting before covering the slab with the concrete roadway.

Tie sleeper slabs between adjoining construction phases with deformed tie bars. Drill, brush, and clean all holes before installing deformed bars. Epoxy the deformed bars in the clean holes with Type IV, Grade 3 epoxy.

Include all costs for any excavation, reinforcing steel, concrete, polyethylene sheeting, drilling, epoxy, labor, and equipment in the contract unit price of "CONCRETE SLEEPER SLAB".

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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	6	11

**NOTES**

970-P01 LANDSCAPE PLANTINGS: Include all costs for landscape plantings as shown in Section 85, including installation, plant care, maintenance, warranty, and watering in the contract unit price bid for "LANDSCAPE PLANTINGS".

- Notify the Engineer for an inspection of all plant material prior to installation. Acceptable plants will be approved and marked or flagged for installation.
- Properly care for all plants from the time of planting until the contract plant establishment period expires.
- Proper care of plants consists of supplemental watering, weeding, pruning, spraying, tightening of braces and guys, retying wrapping, re-mulching and other work as necessary to keep plants in a neat appearance and in a healthy growing condition.
- Perform complete watering at 5 to 7-day intervals which may be adjusted when weather conditions and soil moisture permit. Additional watering may be ordered by the Engineer at any time during the plant establishment period when soil conditions require such watering.
- Replace all plants that die or show evidence of dying, in the opinion of the Engineer, during the plant establishment period at the Contractor's expense at the earliest appropriate planting time after this condition becomes apparent.
- Do not install plant material when ambient temperatures may drop below 35°F or rise above 90°F within 24-hours after planting. Do not install plant material when wind velocity exceeds 30 mph.
- Acceptable planting dates for warranty plantings are as follows:
  - Spring: April 15 – June 12
  - Fall: September 15 – October 15
- Requests for plant substitutions must be approved prior to submitting a bid. Request all substitutions no later than one (1) week prior to bid opening to clarify with all prospective bidders in an addendum to the contract documents.

Upon completion of the contract, the Engineer will inspect the plant material and planting bed conditions for acceptability. Immediately remove designated plant material; replace immediately or as soon as possible in accordance with the planting dates and weather conditions. Perform maintenance prior to inspection. Any items of maintenance that have not been performed may make plantings unacceptable. The Engineer will inform the Contractor of any establishment procedures that have not been performed. The Engineer will provide a letter of final acceptance upon completion of any corrections notifying the Contractor of completion of the project.

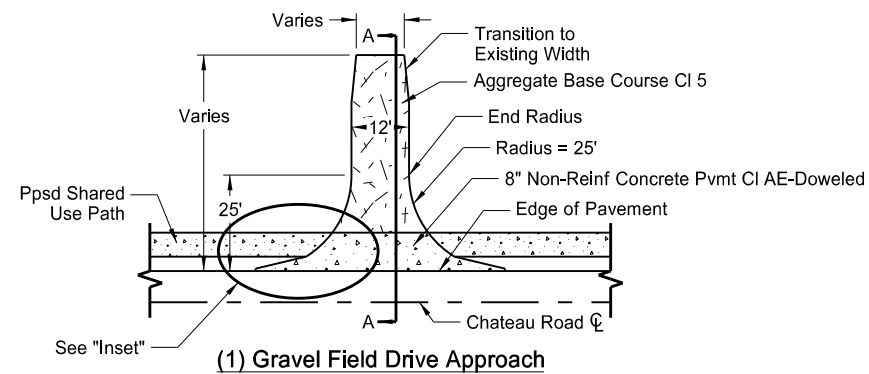
970-P02 LANDSCAPE BOULDERS: Include all costs for landscape boulders as shown in Section 85 "Boulder and Stone Placement At Ditch" detail in the contract unit price bid for "LANDSCAPE BOULDERS".

990-P01 PIPE CLEANOUT: Remove all silt, debris, and sedimentation in existing centerline pipes. Spread and stabilize silt and sedimentation within the project limits. Dispose of debris as approved by the Engineer. All costs for labor, materials, and equipment necessary to cleanout existing pipes in the contract unit price bid for "PIPE CLEANOUT".

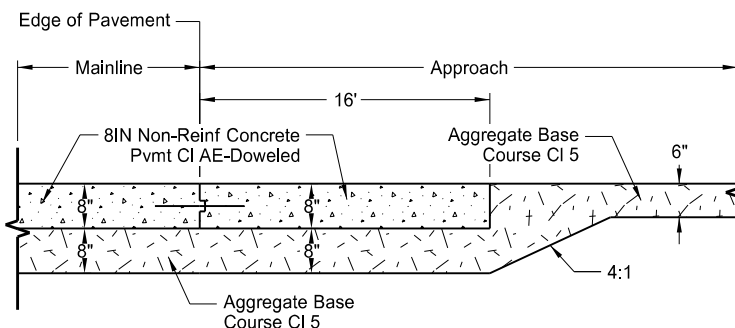
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PRELIMINARY

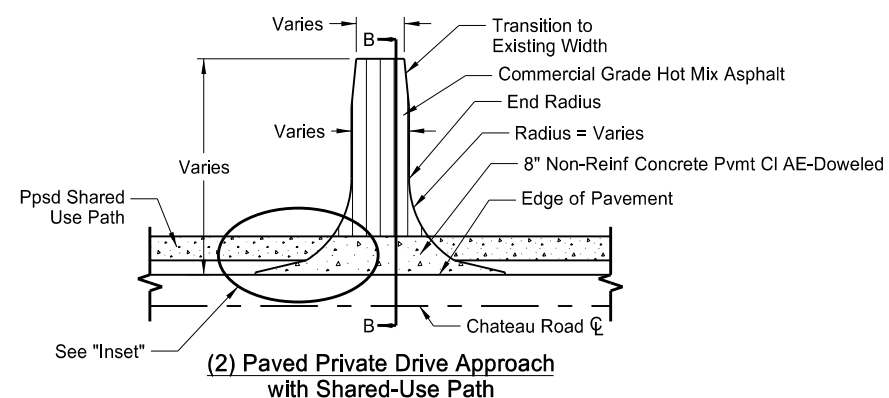
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	20	2



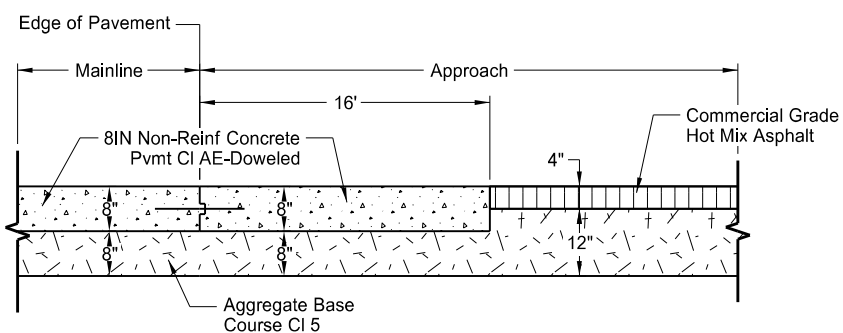
(1) Gravel Field Drive Approach



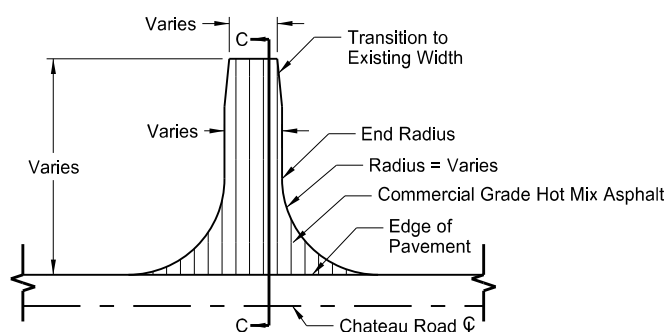
Section A-A  
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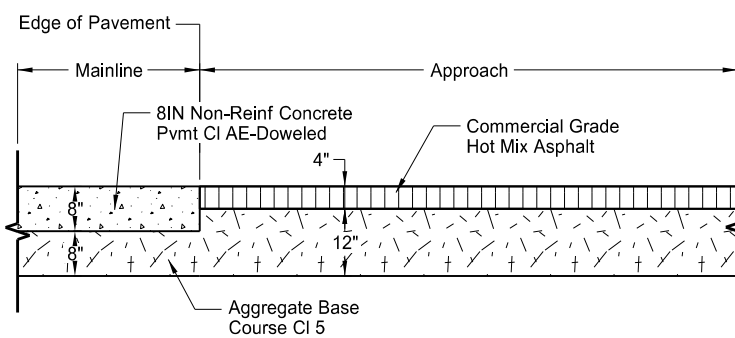
(2) Paved Private Drive Approach  
with Shared-Use Path



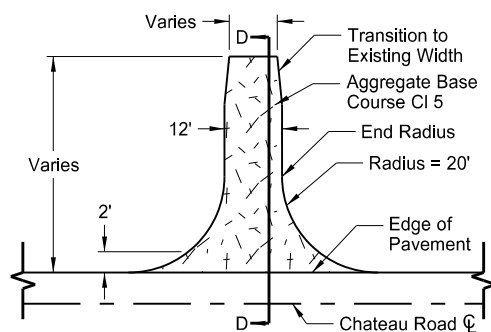
Section B-B  
(not to scale)



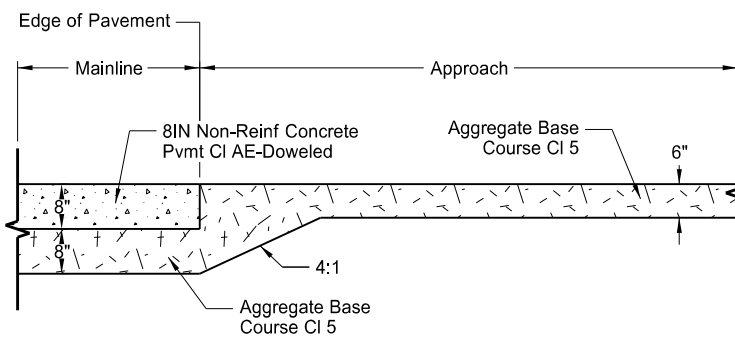
(3) Paved Private Drive Approach



Section C-C  
(not to scale)



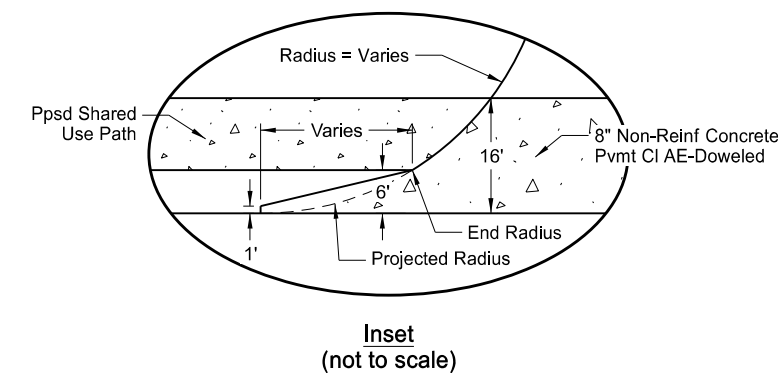
(4) Gravel Private Drive Approach



Section D-D  
(not to scale)

APPROACH DETAILS				
Chain	Station	Offset	Approach Type	Roadway Name
CHATEAU ROAD				
OCL_Chateau	1015+00	Lt	2	Cemetery
	1022+92	Lt	2	Residence
	1031+27	Rt	3	Service Road
	1037+22	Rt	2	Chateau de Mores
	1038+12	Rt	1	Field Access
	1039+45	Rt	2	Visitor's South
	1040+82	Rt	2	Visitor's North
	1044+05	Lt	4	RR Lt South
1044+97	Lt	4	RR Lt North	

- Notes:
- Actual pavement and aggregate base course locations may vary in the field, as approved by the Engineer.
  - See Section 10 for approach paving quantities.
  - See Section 60 for approach type locations.
  - See Section 82 for survey point locations.



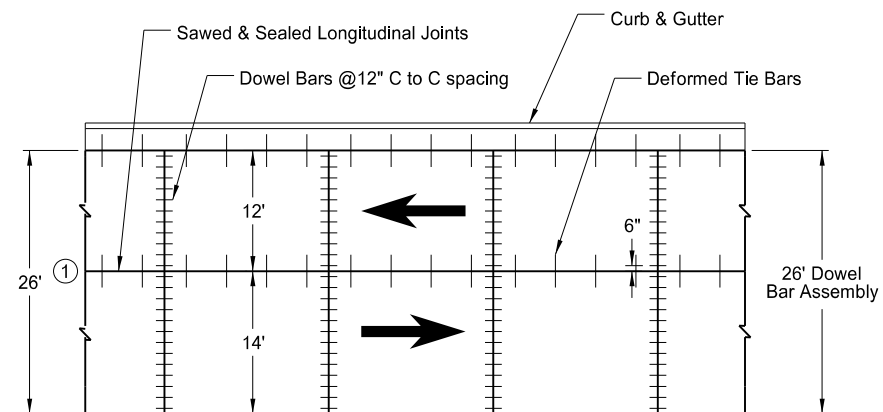
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

General Details  
Approach Detail

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implementation  
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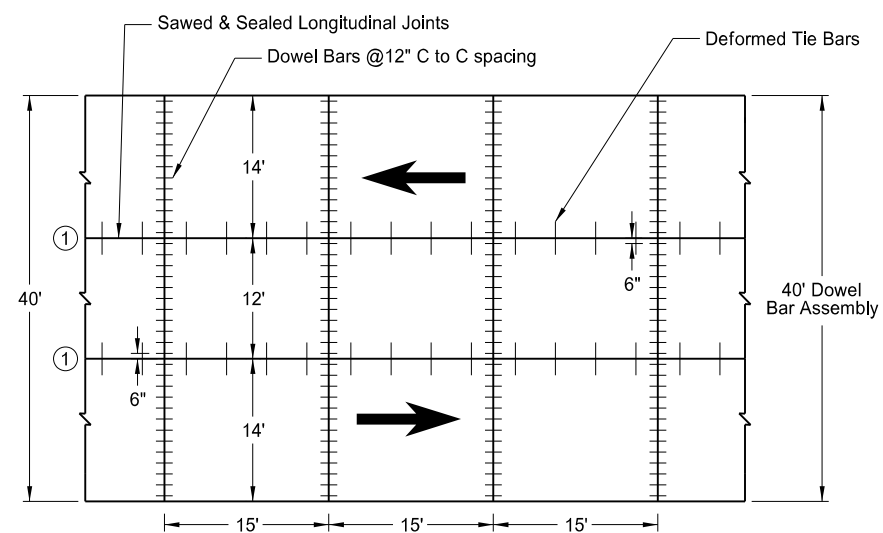
	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	20	3



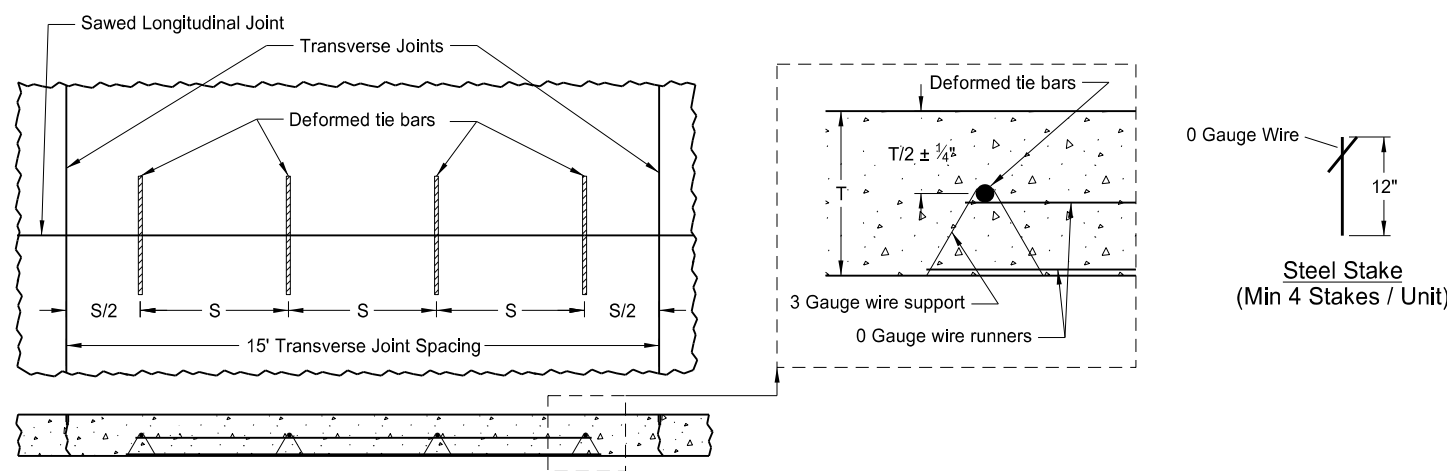
Chateau Road Parking Lot  
8" Non-Reinf Concrete Pvmt CI AE-Doweled

Pavement Thickness	Location	Steel Grade	Bar Size & Length	Spacing
8"	①	40	#4 Bar x 24"	30"
		60	#4 Bar x 36"	45"
		40	#5 Bar x 30"	45"
		60	#5 Bar x 42"	45"

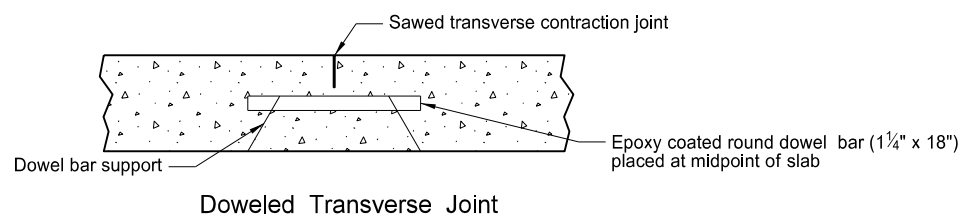
- Notes:
- S = Tie Bar spacing
  - T = Pavement thickness
  - Provide 1 1/4" x 18" dowel bars
  - Place no tie bar within 15" of a transverse joint
  - All longitudinal construction joints designated to be tied will be keyed and tied



Chateau Road  
8" Non-Reinf Concrete Pvmt CI AE-Doweled



Longitudinal Tie Bar Assembly  
(One Unit Shown)



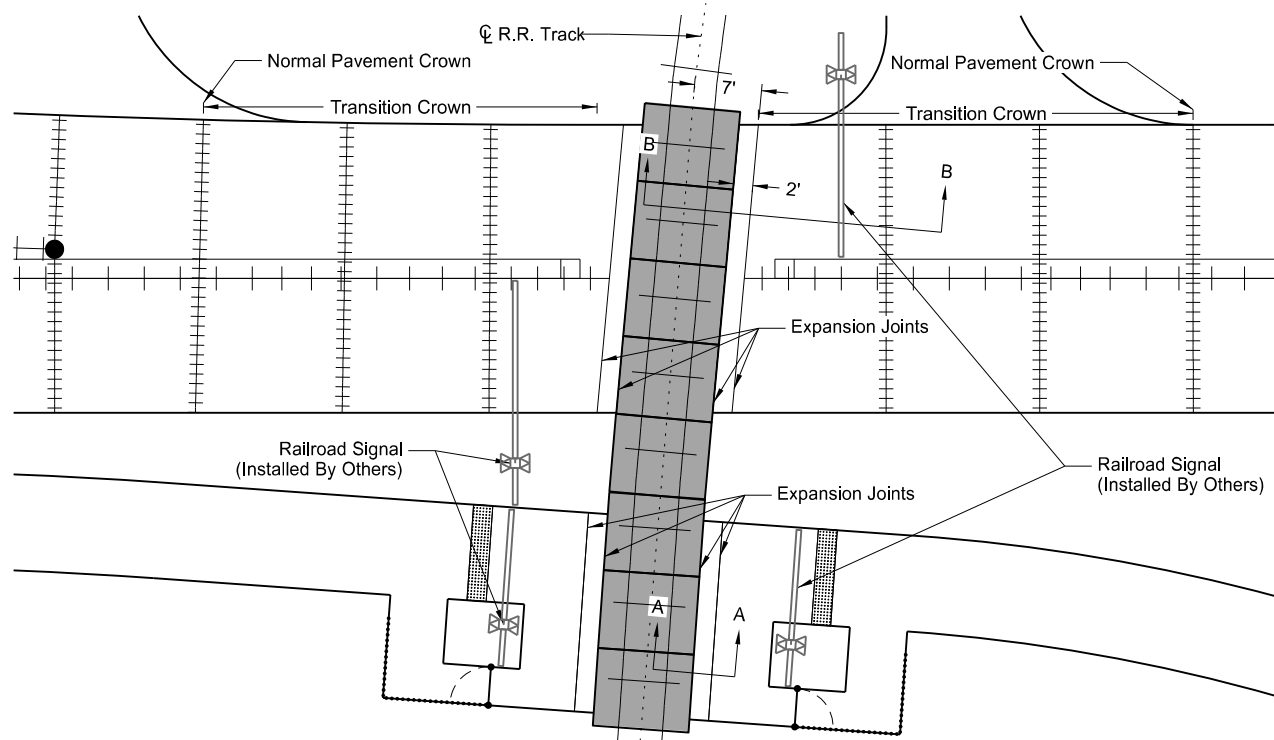
Doweled Transverse Joint

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
PCC Pavement Joint Details

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Pavement Details at Railroad Crossing

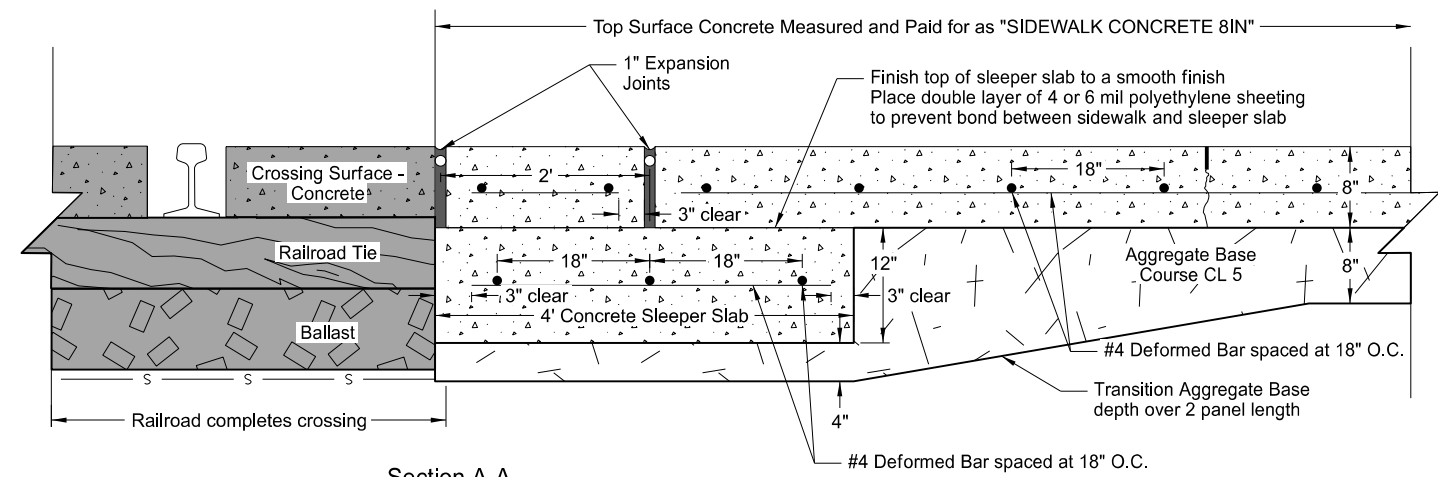
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ND	SS-FTF-5-999(036)	20	4



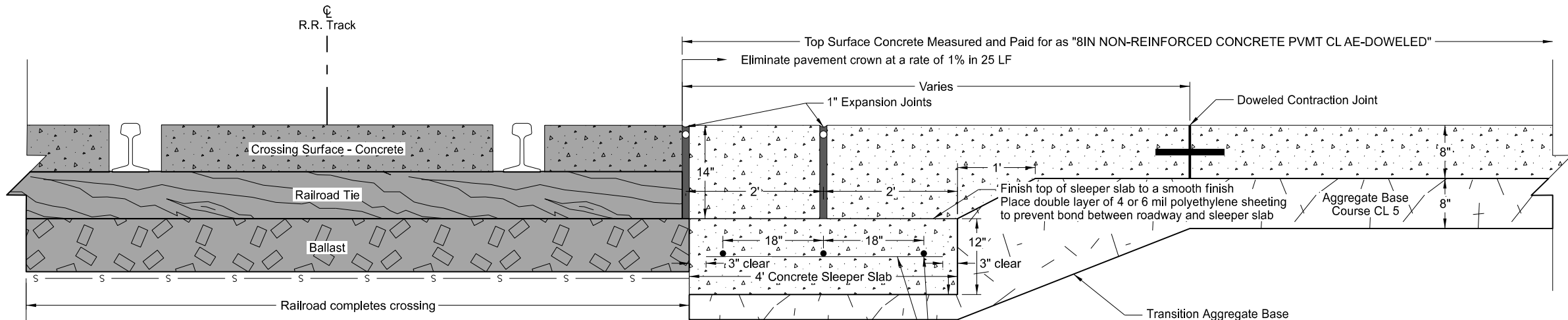
Plan View  
Pavement Approach at Railroad Crossing

Notes:  
1. Tie Concrete Sleeper Slab between adjoining construction phases with deformed tie bars. Drill, brush, and clean all holes before installing deformed bars. Epoxy the deformed bars in the clean holes with Type IV, Grade 3 epoxy.

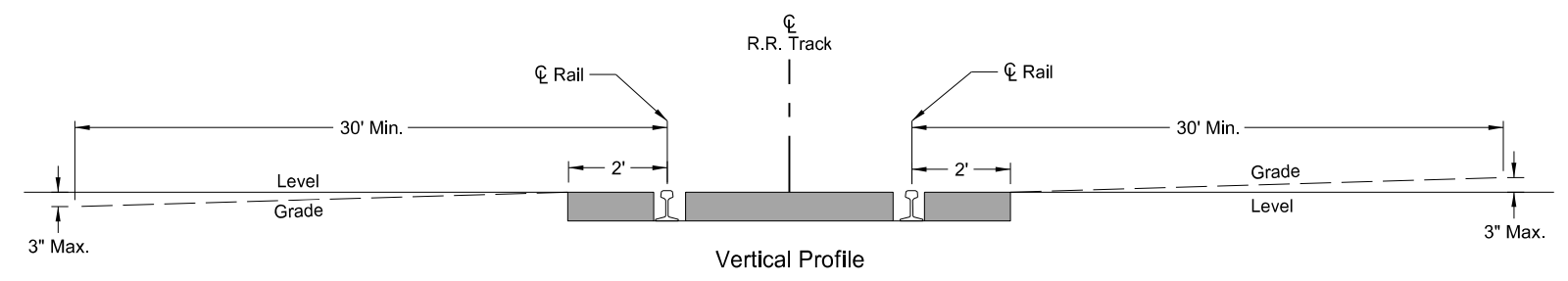
SPEC	CODE	BID ITEM	QTY	UNIT
930	8671	CONCRETE SLEEPER SLAB		
		Railroad Crossing East Side	14	SY
		Railroad Crossing West Side	14	SY
		Railroad Crossing East Side - Shared Use Path	10	SY
		Railroad Crossing West Side - Shared Use Path	10	SY



Section A-A  
Sidewalk Approach and Joint Treatment  
(Not to scale)



Section B-B  
Concrete Pavement Approach and Joint Treatment  
(Not to scale)

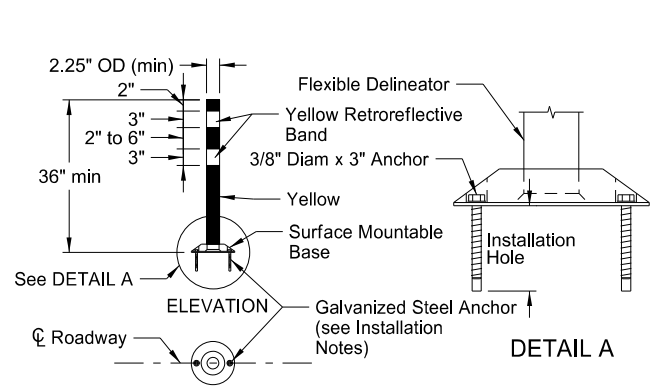


Vertical Profile

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
General Details  
Pavement Details at Railroad Crossing

This document  
is preliminary  
and not for  
construction or  
implementation  
purposes.

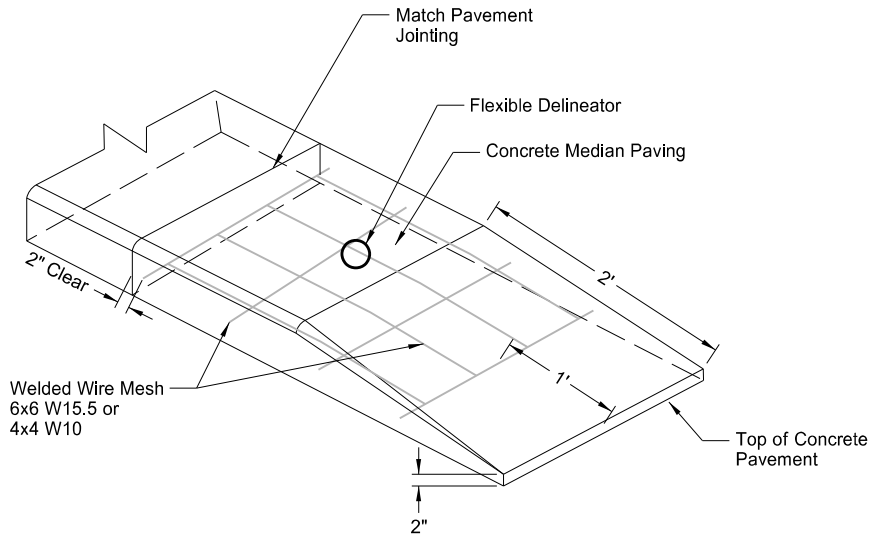
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	20	6



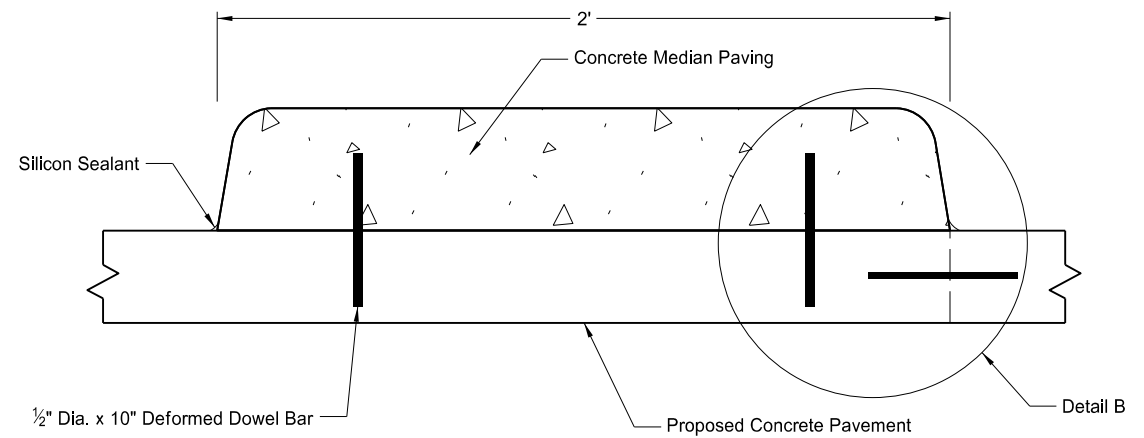
**Concrete-Mounted Flexible Delineators**  
Not to scale

**Installation Notes:**

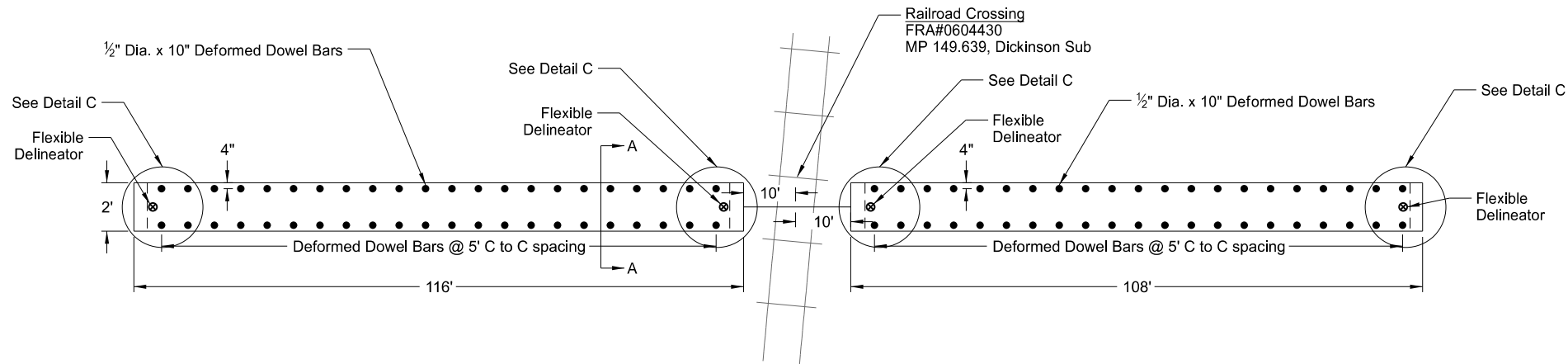
1. Drill installation holes to diameter and depth required by manufacturer's specifications.



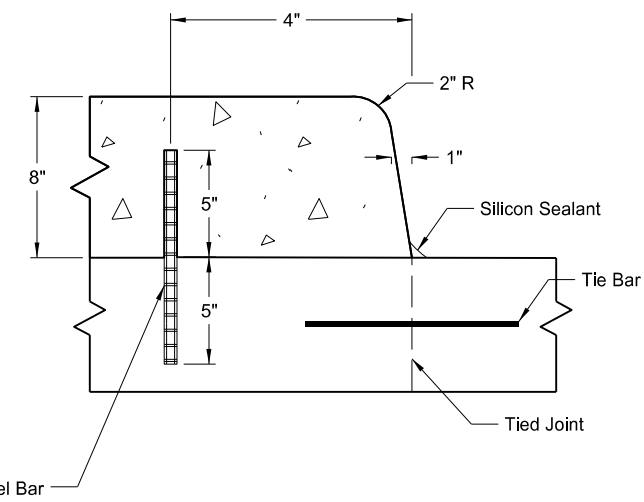
**Concrete Median Paving**  
Not to scale



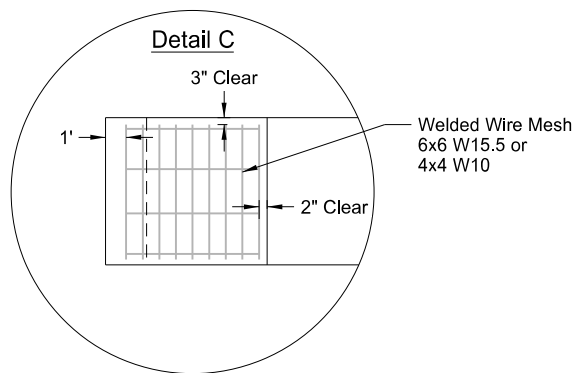
**Raised Median Section A-A**  
Not to scale



**Raised Median on Paving Plan Layout**  
Not to scale



**Raised Median Detail B**  
Not to scale



**Notes:**

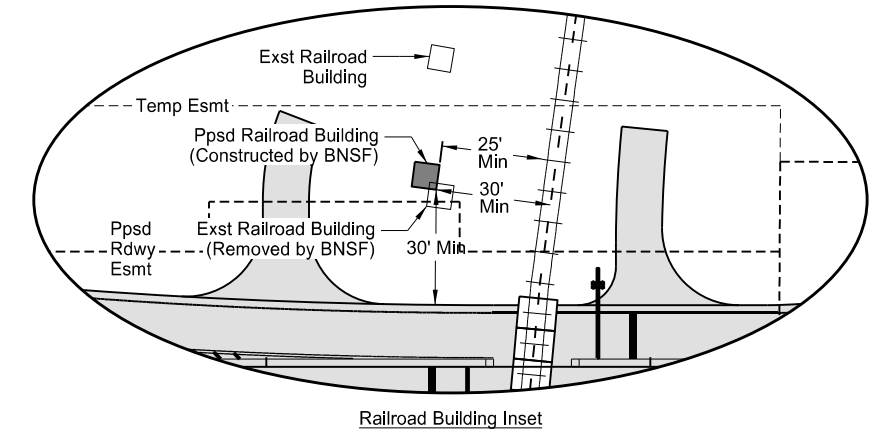
1. Drill, brush, and clean all holes before installing deformed dowels.
2. Epoxy the deformed dowels in the clean holes with Type IV, Grade 3 epoxy.
3. Dowels are Epoxy Coated Deformed Bars.
4. All costs for the dowels and welded wire mesh including material, installation, equipment and labor, is included in the bid price for "CONCRETE MEDIAN PAVING" pay item.
5. Refer to Section 110 for flexible delineator pay quantities.

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Raised Median Details

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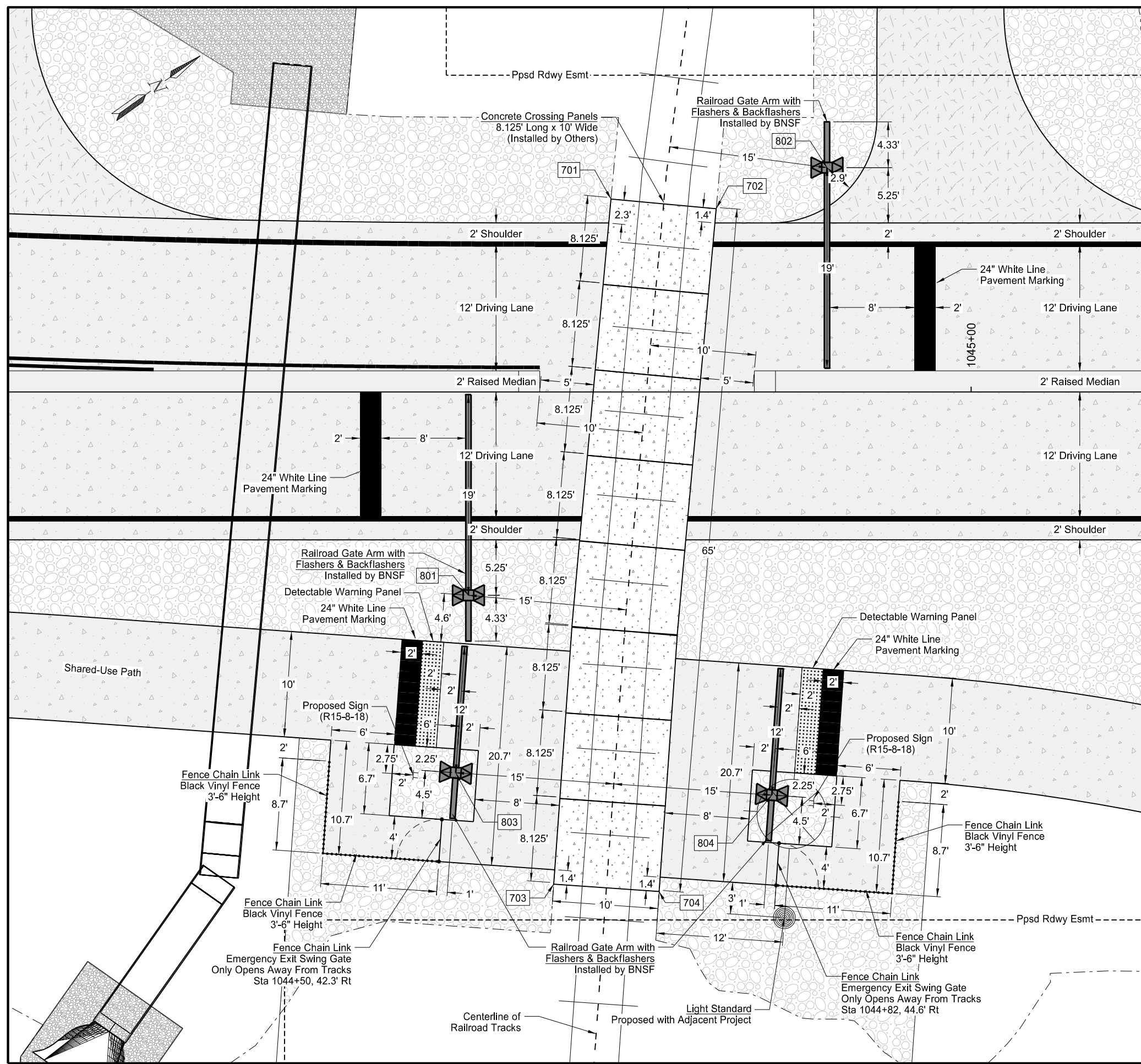
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	20	7

SPEC	CODE	BID ITEM	QTY	UNIT
752	0600	FENCE CHAIN LINK		
		Sta 1044+39, 35.0' Rt to Sta 1044+39, 43.7' Rt	9	LF
		Sta 1044+39, 43.7' Rt to Sta 1044+50, 44.5' Rt	11	LF
		Sta 1044+50, 44.5' Rt to Sta 1044+50, 40.5' Rt (Gate)	4	LF
		Sta 1044+82, 42.8' Rt to Sta 1044+82, 46.5' Rt (Gate)	4	LF
		Sta 1044+82, 46.5' Rt to Sta 1044+93, 47.5' Rt	11	LF
		Sta 1044+93, 47.5' Rt to Sta 1044+93, 38.8' Rt	9	LF



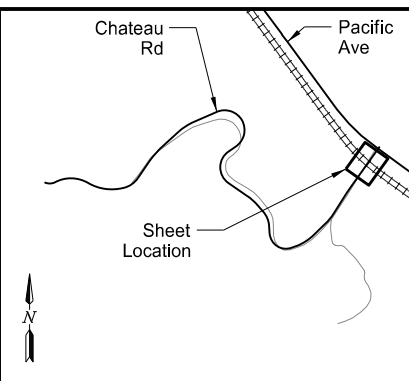
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
701	470,574.56	1,210,845.01	1044+65.91	-18.27	Crossing Panel
702	470,582.14	1,210,851.54	1044+75.87	-17.36	Crossing Panel
703	470,532.47	1,210,894.67	1044+60.49	46.60	Crossing Panel
704	470,540.18	1,210,901.04	1044+70.46	47.31	Crossing Panel
801	470,541.78	1,210,867.71	1044+52.41	19.25	Center Gate Arm
802	470,592.93	1,210,854.46	1044+86.35	-21.25	Center Gate Arm
803	470,531.04	1,210,880.70	1044+51.21	36.06	Center Gate Arm
804	470,554.17	1,210,899.80	1044+81.13	38.17	Center Gate Arm



**LEGEND**

- Aggregate Surface Course
- Railroad Crossing Panel
- Concrete Pavement
- Riprap
- Fence Chain Link



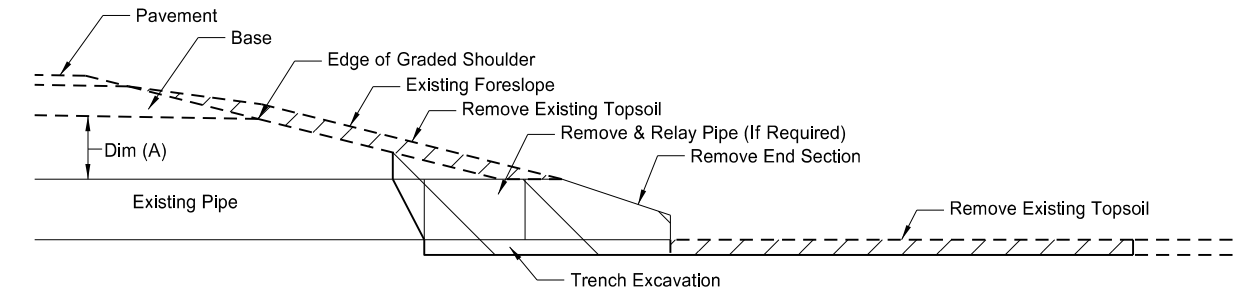
Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

General Details  
 Railroad Crossing

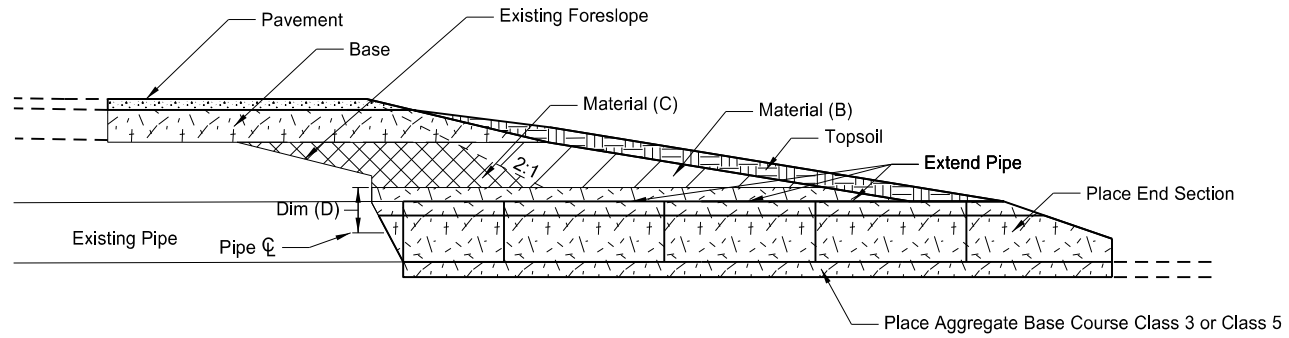
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**PRELIMINARY**

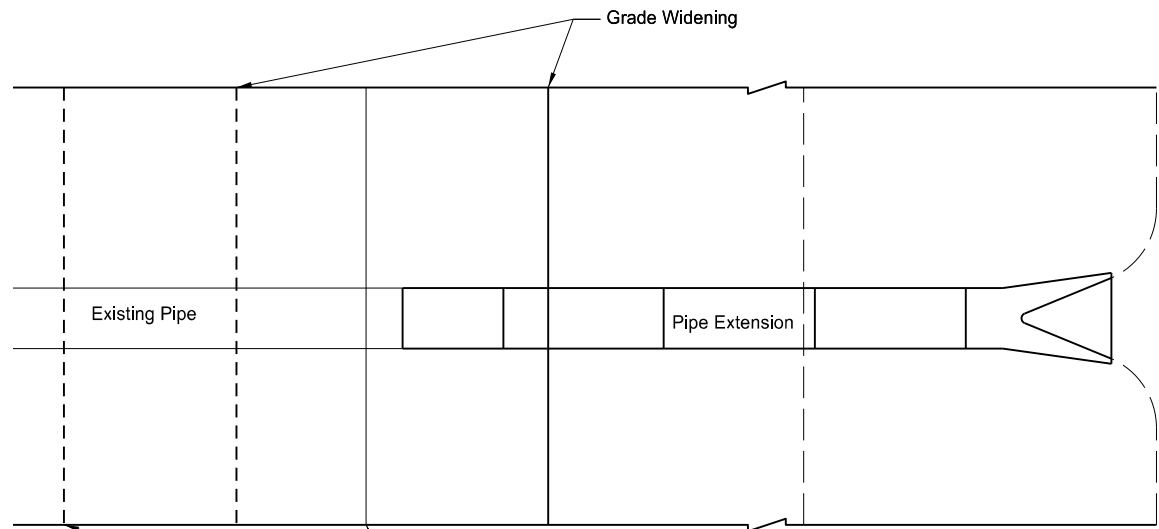
	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	20	9



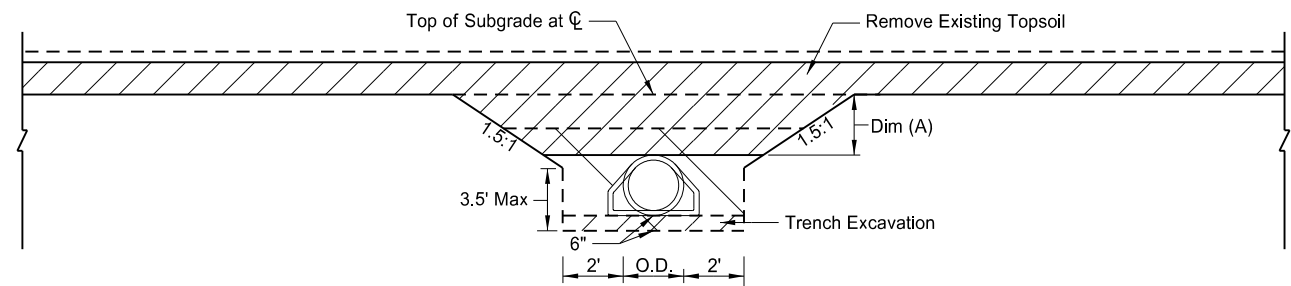
**Removal Section  
Cross Section View**



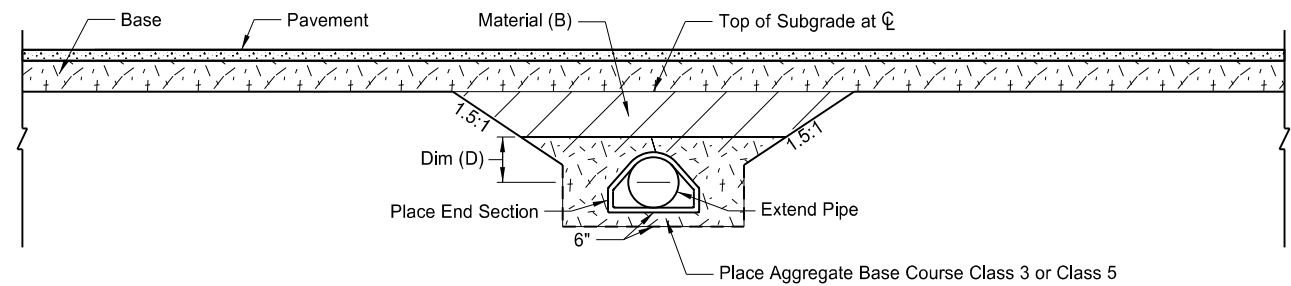
**Proposed Section  
Cross Section View**



**Proposed Section  
Plan View**



**Removal Detail  
Side View**



**Backfill Detail  
Side View (Topsoil not Shown)**

**Pay Items**

1. Pipe\*
2. Remove & Relay Pipe - All Types & Sizes (If Required)
3. Remove & Reset End Section or Remove End Section and Place New End Section
4. Borrow Excavation or Common Excavation
5. Topsoil
6. Seeding
7. Soil Stabilization

**\*Included in Pipe Pay Item**

1. Pipe
2. Trench excavation
3. Aggregate Base Course Class 3 or Class 5

Pipe Materials	Dim (A) ≤ 4 Feet		Backfill Dimension
	Material (B)	Material (C)	Dim (D)
Concrete	Embank or Aggr	Aggregate	0.5 O.D.
Metal	Embank or Aggr	Aggregate	0.5 O.D.+1 Foot

Pipe Materials	Dim (A) > 4 Feet		Backfill Dimension
	Material (B)	Material (C)	Dim (D)
Concrete	Embankment	Embankment	0.5 O.D.
Metal	Embankment	Embankment	0.5 O.D.+1 Foot

**Notes:**

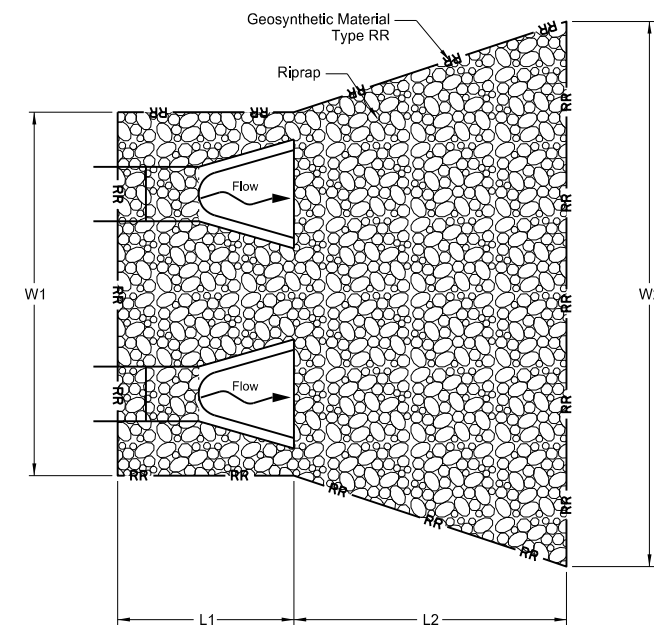
1. Embankment may be either Borrow Excavation or Common Excavation.
2. Aggregate may be either Class 3 or Class 5 Aggregate Base Course.

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 General Details  
 Mainline Pipe Extension Backfill Detail

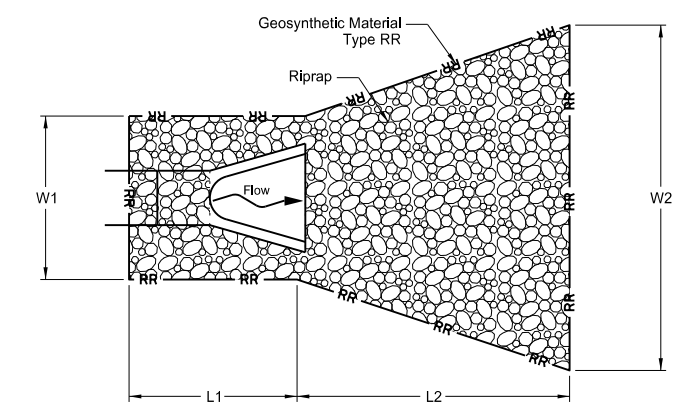
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 construction or  
 implementation  
 purposes.

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	20	10

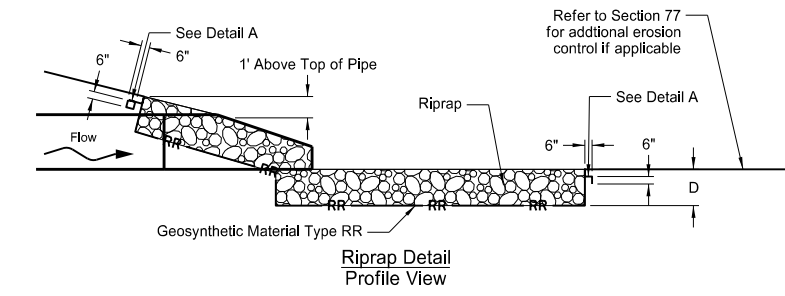
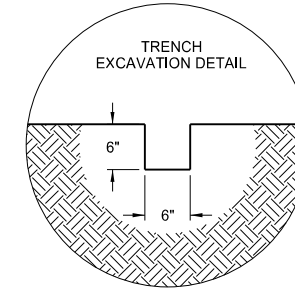
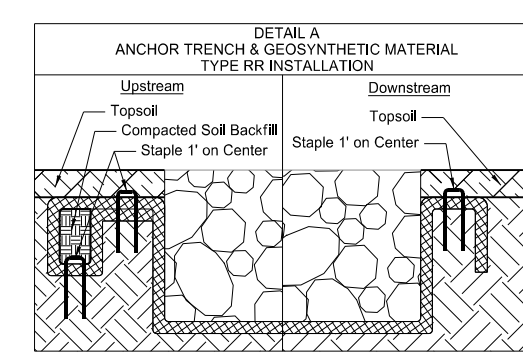
SPEC	CODE	BID ITEM	QTY	UNIT
256	0100	RIPRAP GRADE I	16	CY
256	0300	RIPRAP GRADE III	148	CY
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	349	SY



Riprap Detail  
Plan View  
(Double Pipes)



Riprap Detail  
Plan View  
(Single Pipe)

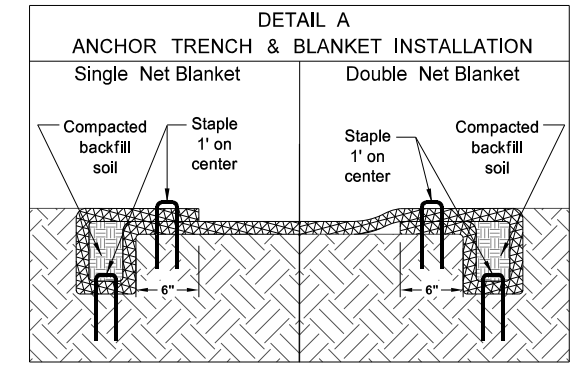
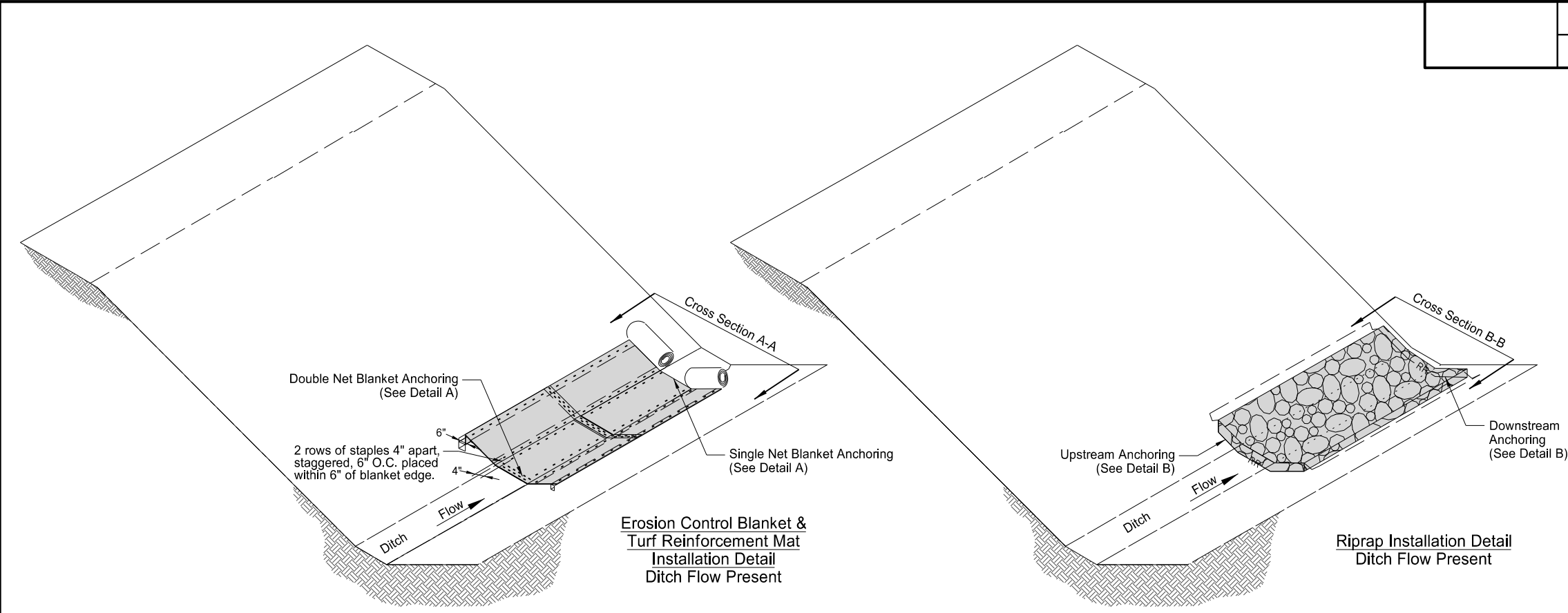


Riprap Detail  
Profile View

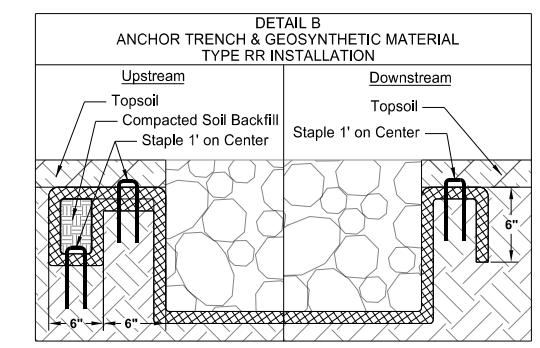
RIPRAP & GEOSYNTHETIC MATERIAL												
Chain	Station	Offset	Culvert Diameter	L1	L2	W1	W2	Riprap Depth, D	Riprap Grade	256 0100	256 0300	709 0155
										RIPRAP GRADE I	RIPRAP GRADE III	GEOSYNTHETIC MATERIAL TYPE RR
				(IN)	(FT)	(FT)	(FT)	(IN)		(CY)	(CY)	(SY)
OCL_Chateau	1020+06	Lt	24	8	14	6	16	36	III	-	22	49
OCL_Appr_Residence	21+36	Lt	30	9	13	8	17	36	III	-	26	54
OCL_Appr_Access	30+49	Rt	24	9	21	15	29	36	III	-	66	110
OCL_Appr_Access	30+58	Rt	36									
OCL_Chateau	1033+15	Rt	18	6	12	5	13	36	III	-	15	37
OCL_Appr_RRSouthLt	81+58	Lt	18	-	-	5	11	20	I	16	-	45
OCL_Chateau	1044+33	Rt	42	10	9	11	11	36	III	-	19	54
TOTALS =										16	148	349

Chateau Road - Medora, ND Burning Hills Amphitheater to Pacific Ave  General Details  Riprap Detail	This document is preliminary and not for construction or implementation purposes.
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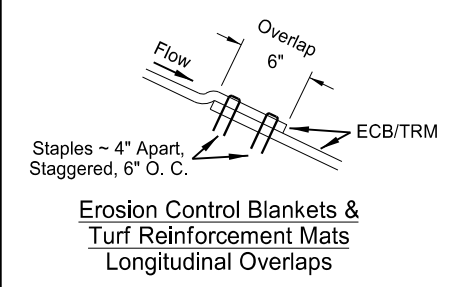
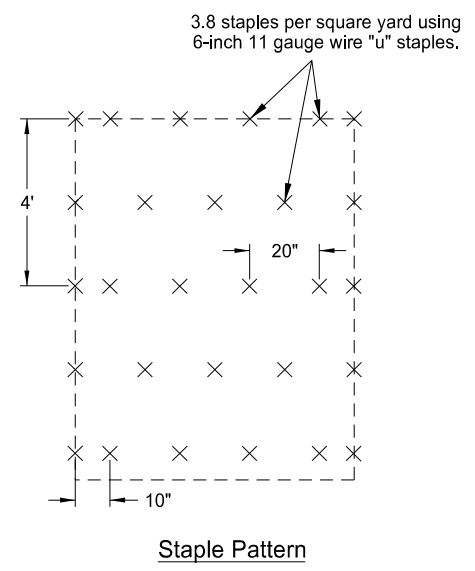
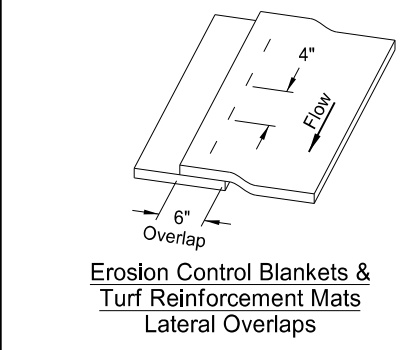
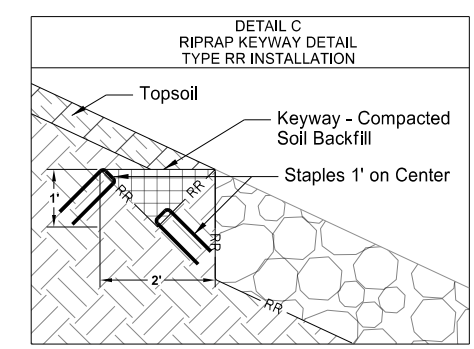
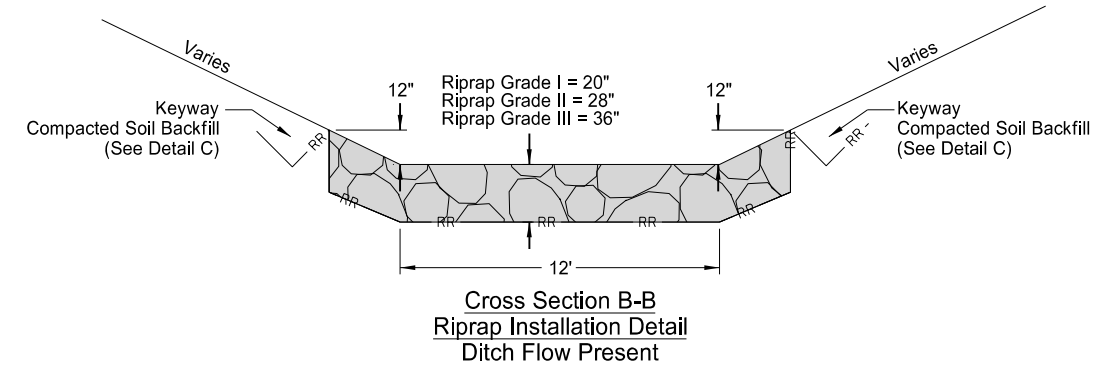
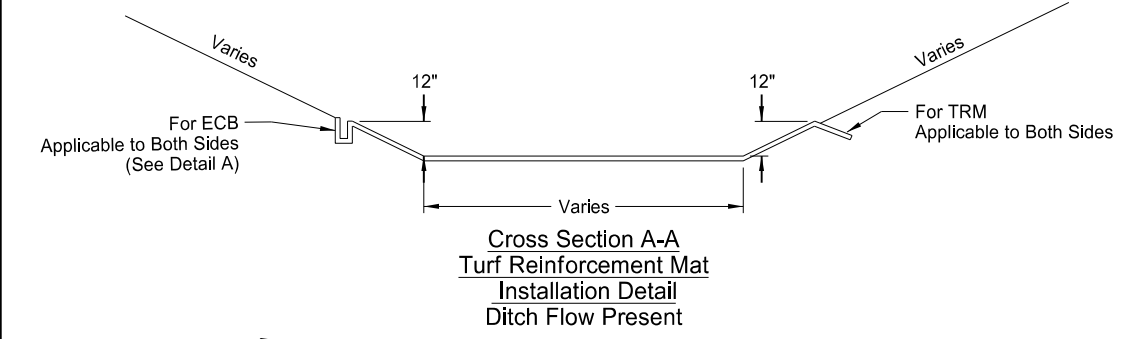
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	20	11



**Note:**  
1. Install Single Net Blanket with netting on top of installed blanket.



**Note:**  
1. Refer to section 77 for locations and quantities.  
2. Keyway to be backfilled with embankment or aggregate material



- ECB/TRM Installation Steps:**
1. Prepare smooth slope per specification section 255.
  2. Amend soil and seed, as specified.
  3. Dig anchor trench. Set aside native soil removed from trench.
  4. Secure blanket in anchor trench, staking or stapling blanket as shown.
  5. Replace native soil previously removed from trench.
  6. Staple blanket as shown so there are no gaps between the blanket and the soil. Staple while unrolling blanket to minimize walking on blanket.

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

General Details

Ditch Bottom Erosion Control Blanket,  
Turf Reinforcement Mat, & Riprap  
Installation Detail

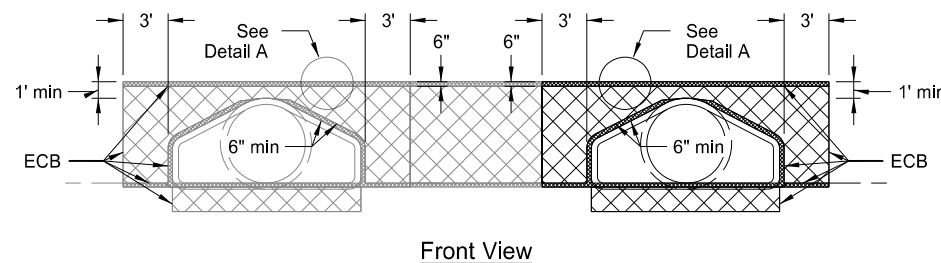
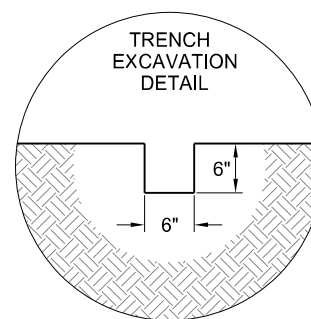
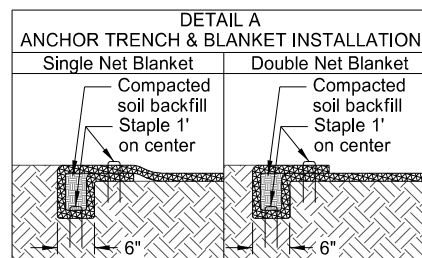
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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	20	12

255 0103 ECB TYPE 3								
Location of Surface Area to be Protected			Pipe Diameter	No.	X	Y	Unit Quantity	Total Quantity
Chain	Station	Offset	(IN)		(FT)	(FT)	(SY)	(SY)
<b>CHATEAU ROAD</b>								
OCL_Chateau	1020+06	Rt	24	1	10.5	17.6	20	20
	1033+15	Lt	36	1	12.7	19.2	24	24
<b>APPROACHES</b>								
OCL_Appr_Residence	21+36	Rt	30	1	11.6	18.5	22	22
OCL_Appr_Access	30+49	Rt	24*	1	10.5	17.6	20	20
	30+58	Rt	36*	1	12.7	19.2	24	24
OCL_Appr_Field	50+44	Rt & Lt	12	1	8.5	16.0	14	14
OCL_Appr_RRSouthLt	81+58	Rt	18	1	9.0	16.5	16	16
<b>TOTAL =</b>								<b>140</b>

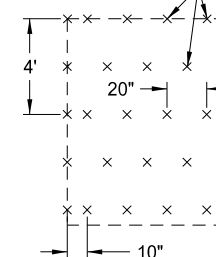
SPEC	CODE	BID ITEM	QTY	UNIT
255	0103	ECB TYPE 3 Culvert Flared End Sections	140	SY

- Notes:**
- Quantities based on 4:1 inslopes.
  - Tuck the ECB a minimum of 6" into the embankment (against the flared end section) around the opening of the flared end section.
  - \* = Traversable End Section

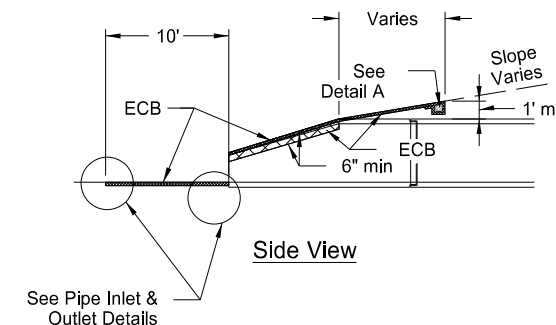


Front View

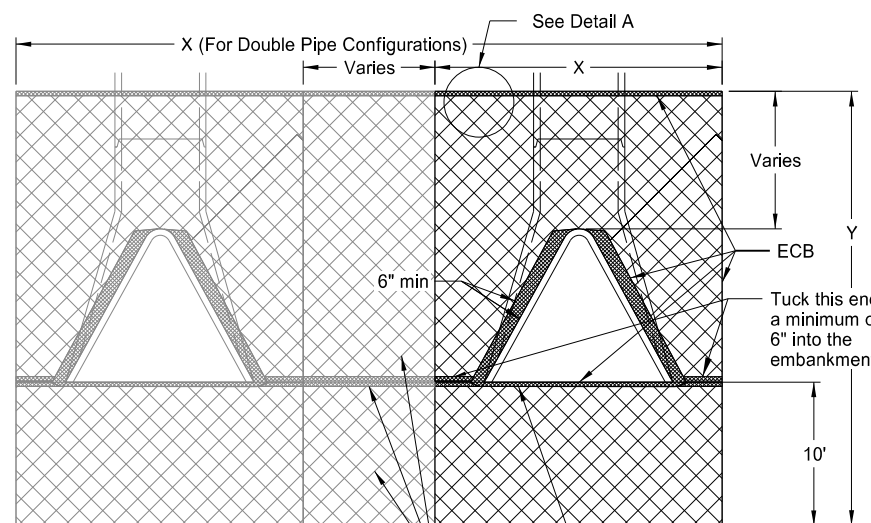
3.8 staples per square yard using 6-inch 11 gauge wire "u" staples.



Staple Pattern

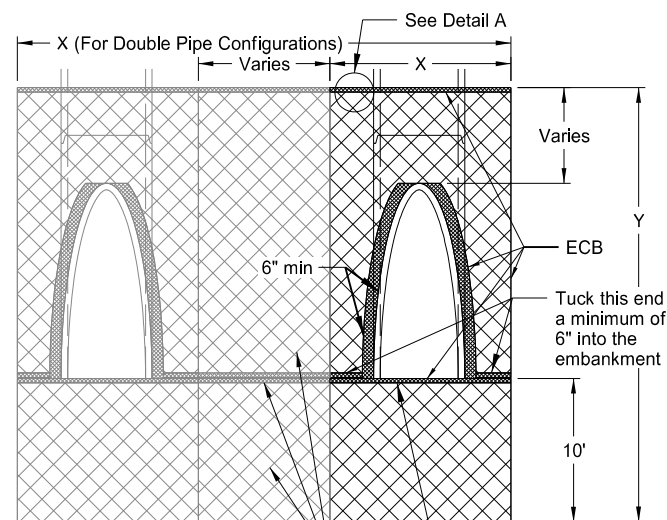


Side View



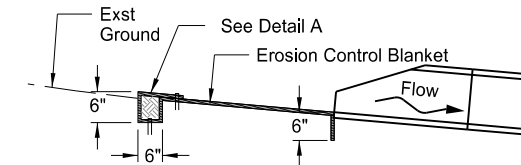
Top View  
Flared End Section

Inlet Side - See applicable detail for pipe inlet  
Outlet Side - See applicable detail for pipe outlet

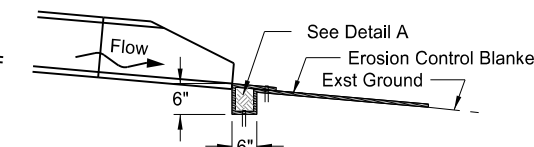


Top View  
Traversable End Section

Inlet Side - See applicable detail for pipe inlet  
Outlet Side - See applicable detail for pipe outlet



Pipe Inlets



Pipe Outlets

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
General Details  
Erosion Control at Flared End Sections Detail

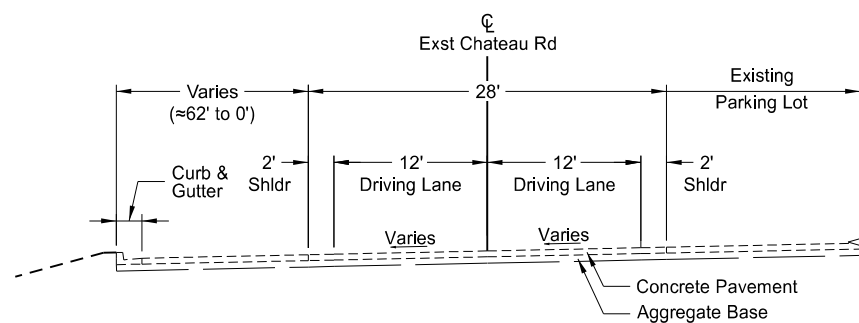
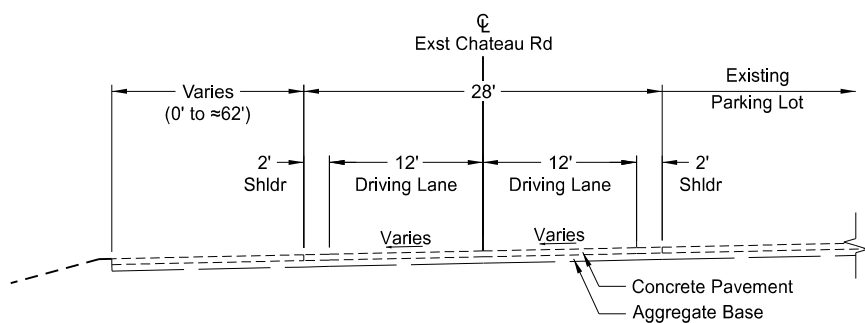
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PRELIMINARY

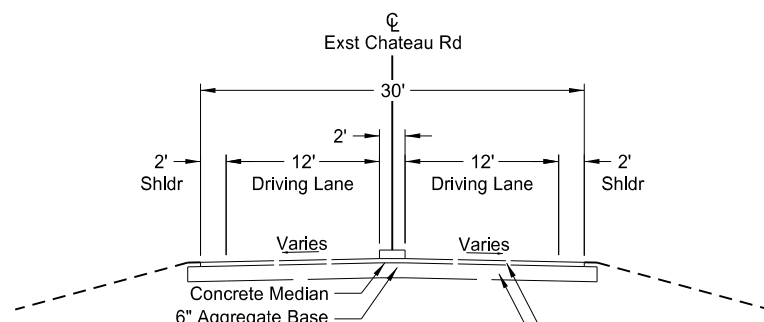
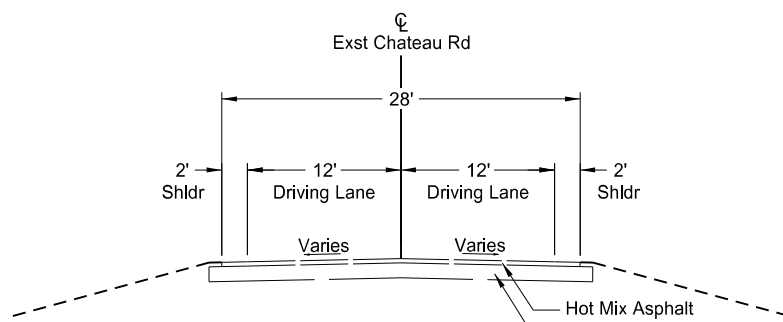
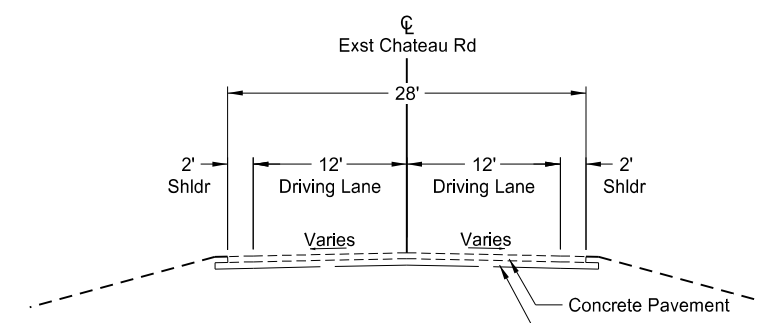
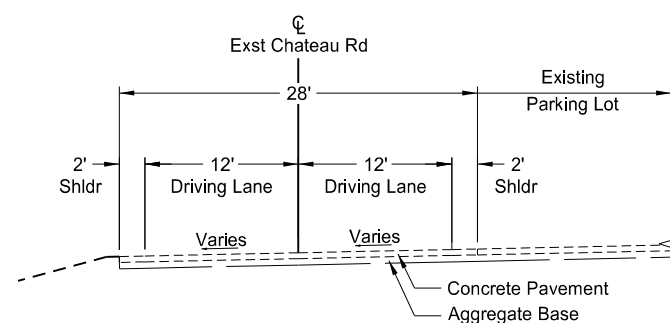
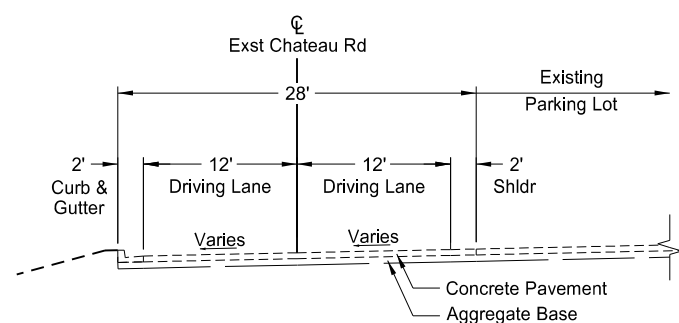


	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	30	1

- Notes:  
 1. Dimensions shown are based on historic construction plans for existing roadway and may vary in the field.  
 2. All stationing is representative of proposed alignment (OCL\_Chateau).



EXISTING CORE DATA				
Bore No.	Station (OCL_Chateau)	Concrete Pvmnt Thickness	Asphalt Pvmnt Thickness	Aggregate Base Thickness
SW-15	1000+49	7.0	-	3.6
SW-14	1003+08	7.5	-	9.6
SW-13	1005+67	6.5	-	7.2
SW-12	1008+33	6.5	-	4.8
SW-11	1010+85	6.0	-	4.8
SW-10	1015+02	6.0	-	6.0
SW-09	1017+33	6.0	-	4.8
SW-08	1019+76	8.0	-	-
SW-07	1023+96	4.5	-	6.0
SW-06	1025+95	6.5	-	7.2
SW-05	1028+11	4.5	-	7.2
SW-04	1032+45	6.5	-	6.0
SW-03	1034+38	5.5	-	6.0
SW-02	1038+24	-	4.0	14.4
SW-01	1043+37	-	3.0	14.4

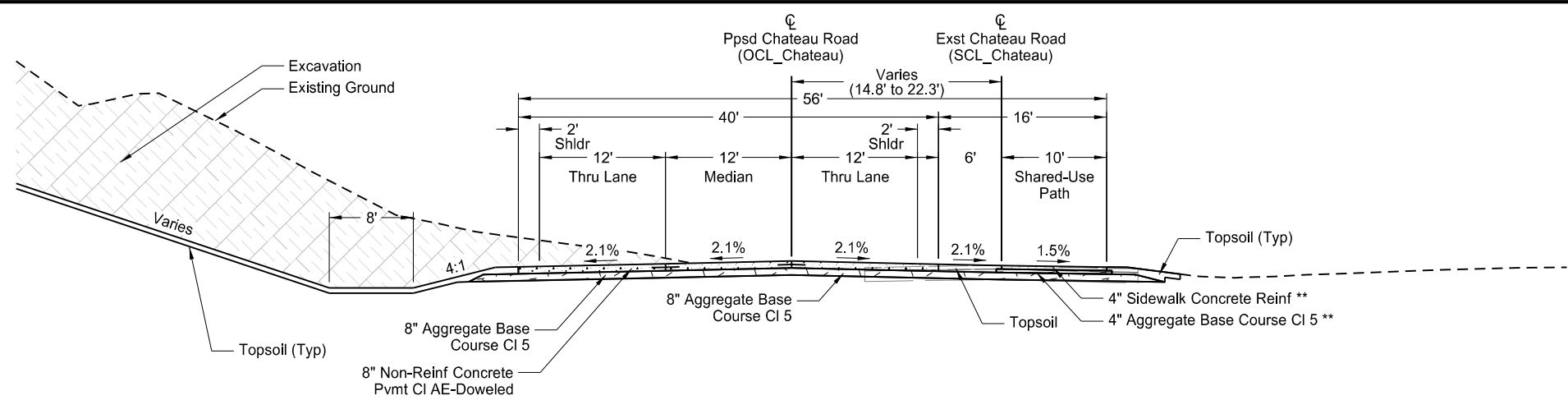


Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Typical Sections  
 Existing

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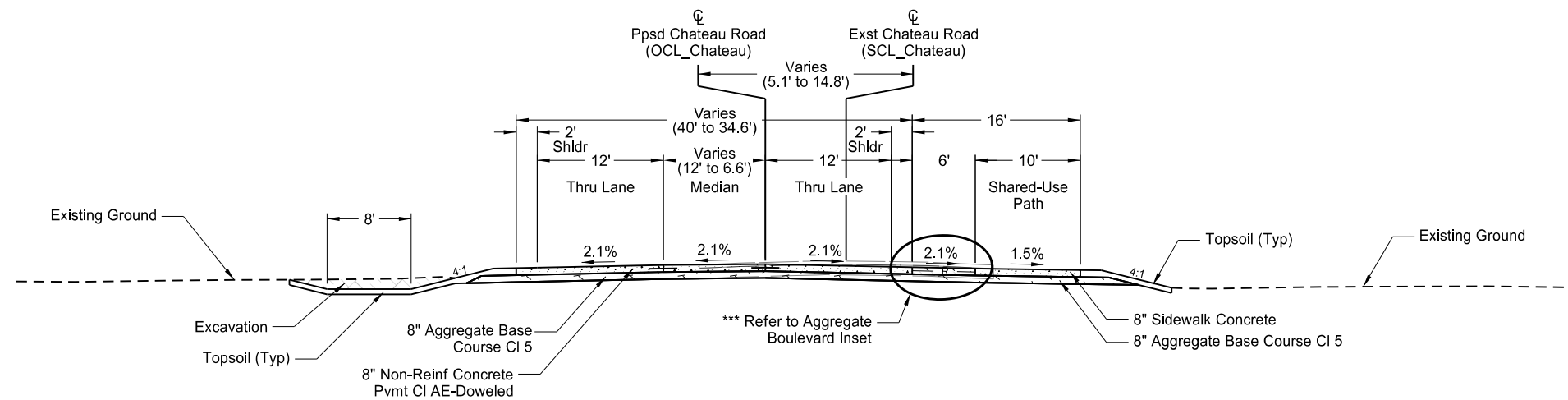
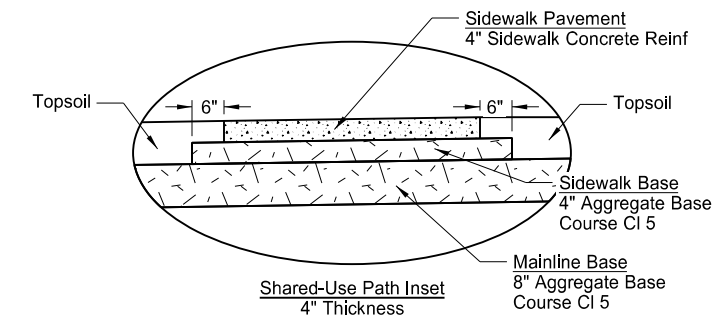
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	30	5

Notes:  
1. All stationing is representative of proposed alignment (OCL\_Chateau).



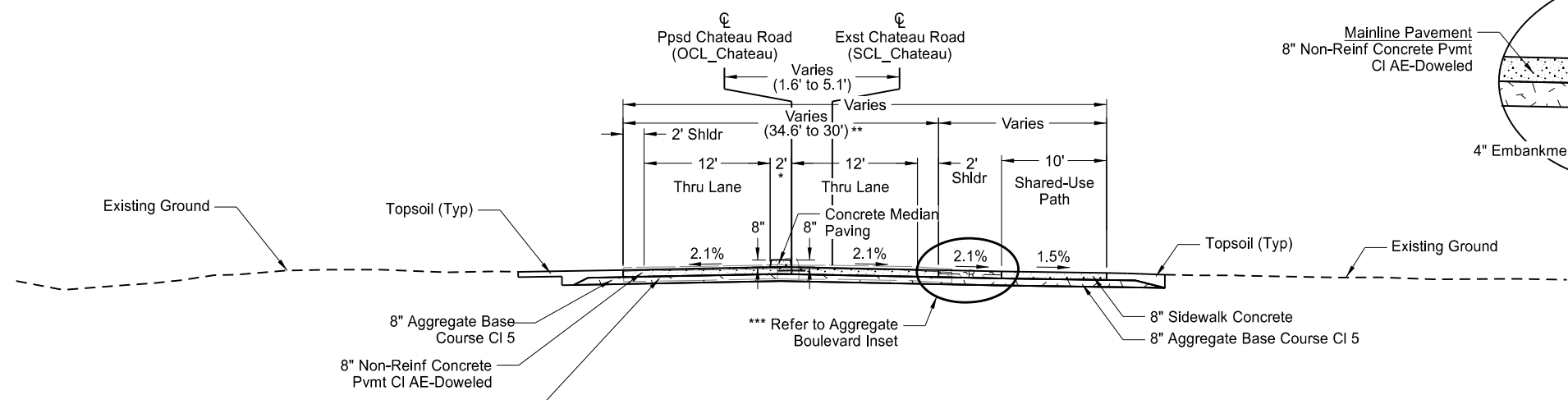
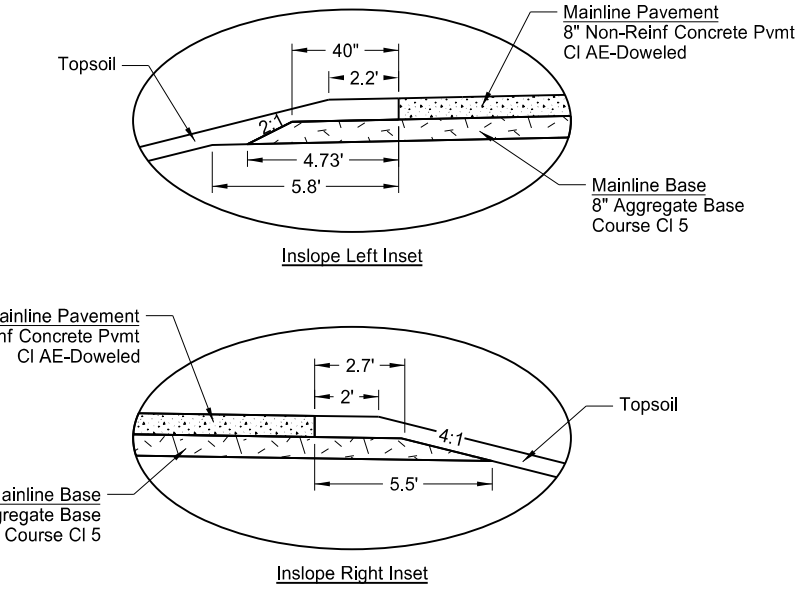
**Proposed Typical Section #10**  
Sta 1036+19.00 to Sta 1042+18.53

\*\* Sidewalk Concrete thickness is 8" from Sta 1041+13.66 to Sta 1042+18.53



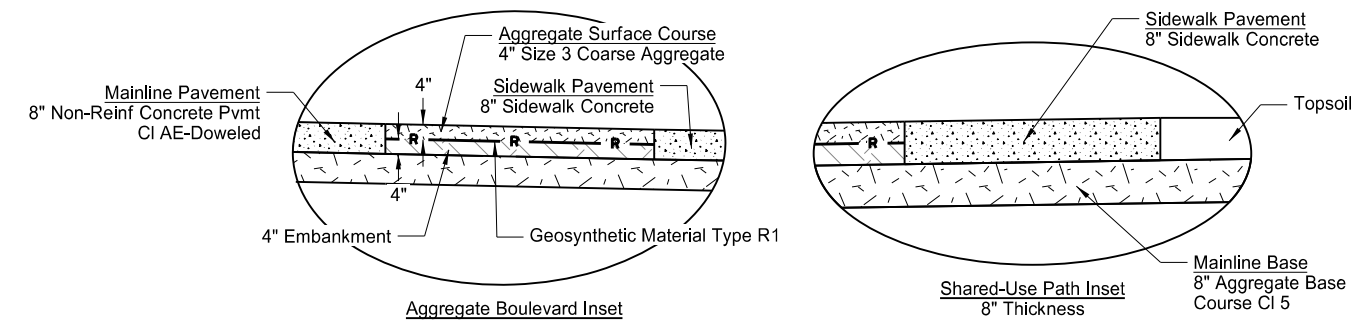
**Proposed Typical Section #11**  
Sta 1042+18.53 to Sta 1043+43.62

\*\*\* Refer to Section 77 for proposed locations of Aggregate Surface Course within proposed boulevard.



**Proposed Typical Section #12**  
Sta 1043+43.62 to Sta 1045+88.54

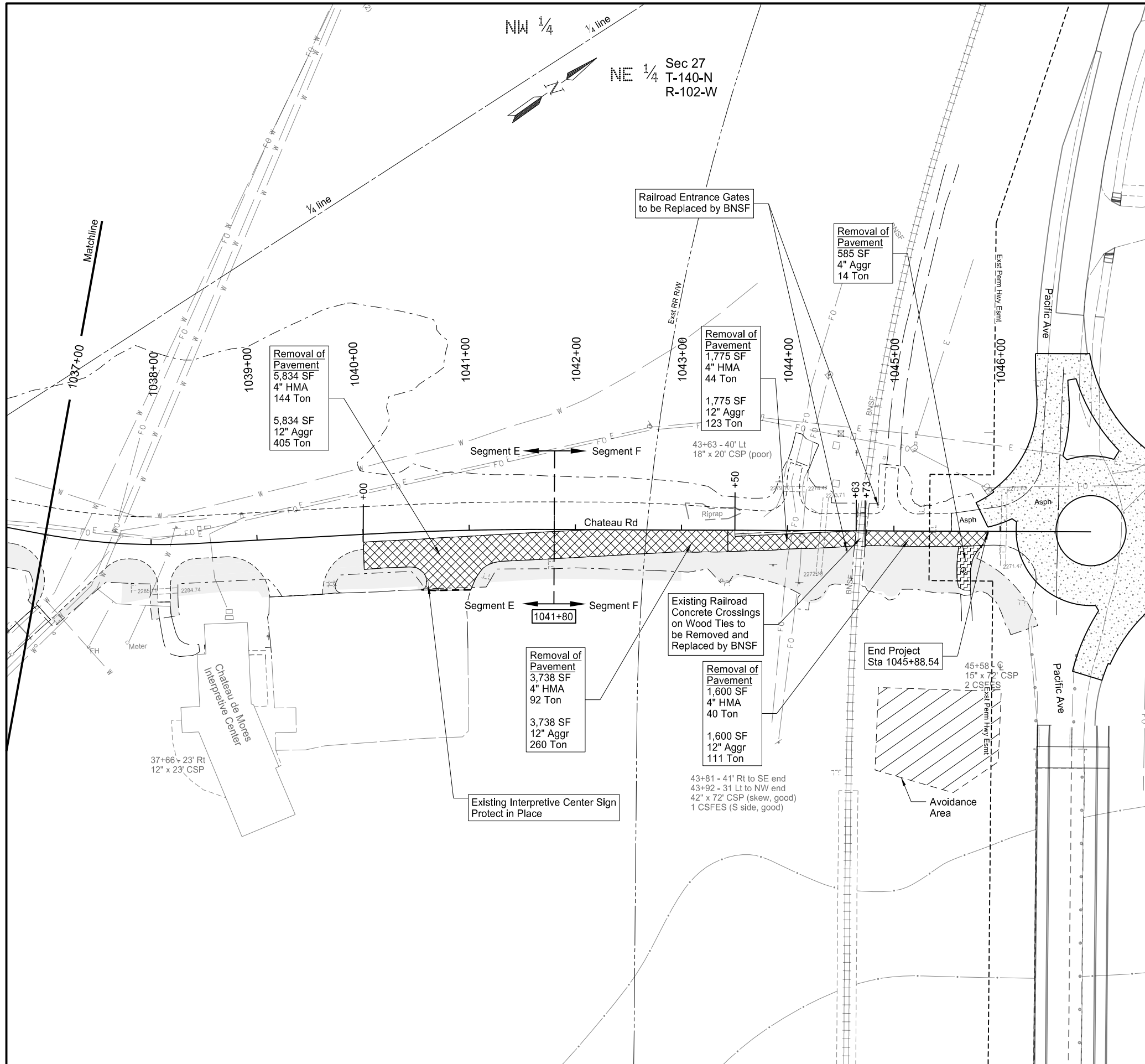
\* Width varies from 6.6' to 2' from Sta 1043+43.62 to Sta 1044+59.16  
\*\* Width varies from 30' to 55.5' from Sta 1045+30.53 to Sta 1045+88.54  
\*\*\* Refer to Section 77 for proposed locations of Aggregate Surface Course within proposed boulevard.



Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Typical Sections  
Proposed

This document is preliminary and not for construction or implementation purposes.





STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	40	16

SPEC	CODE	BID ITEM	QTY	UNIT
202	0136	REMOVAL OF PAVEMENT		
<b>BITUMINOUS PAVEMENT</b>				
		Sta 1040+00 - Sta 1041+80	144	TON
		Sta 1041+80 - Sta 1043+44	92	TON
		Sta 1043+44 - Sta 1044+63	44	TON
		Sta 1044+73 - Sta 1045+89	40	TON
<b>AGGREGATE BASE</b>				
		Sta 1040+00 - Sta 1041+80	405	TON
		Sta 1041+80 - Sta 1043+44	260	TON
		Sta 1043+44 - Sta 1044+63	123	TON
		Sta 1044+73 - Sta 1045+89	111	TON
		Sta 1045+71 Rt (Approach)	14	TON

Notes:

- Refer to Section 80 for fencing removals.
- Refer to Section 110 for existing sign removals.

LEGEND	
	Clearing & Grubbing
	Removal of Pavement - PCC
	Removal of Pavement - Temporary Bypass
	Removal of Pavement - Aggregate Base & Surfacing
	Removal of Pipe
	Grading Tie Line
	Removal of Pavement - HMA

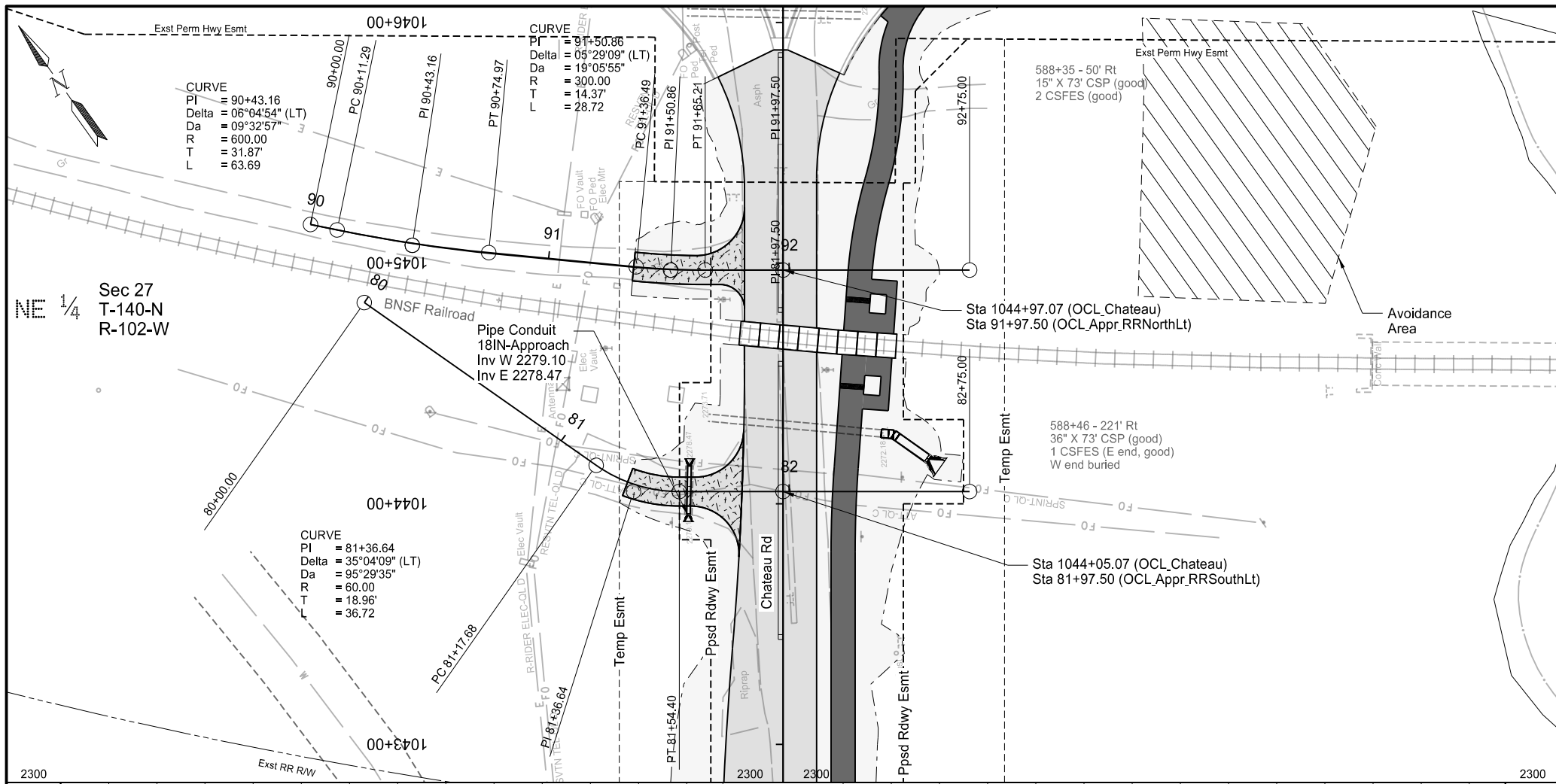
  

Chateau Rd - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Removals  
 Phase 4  
 Sta 1037+00 to Sta 1047+00  
 (OCL\_Chateau)

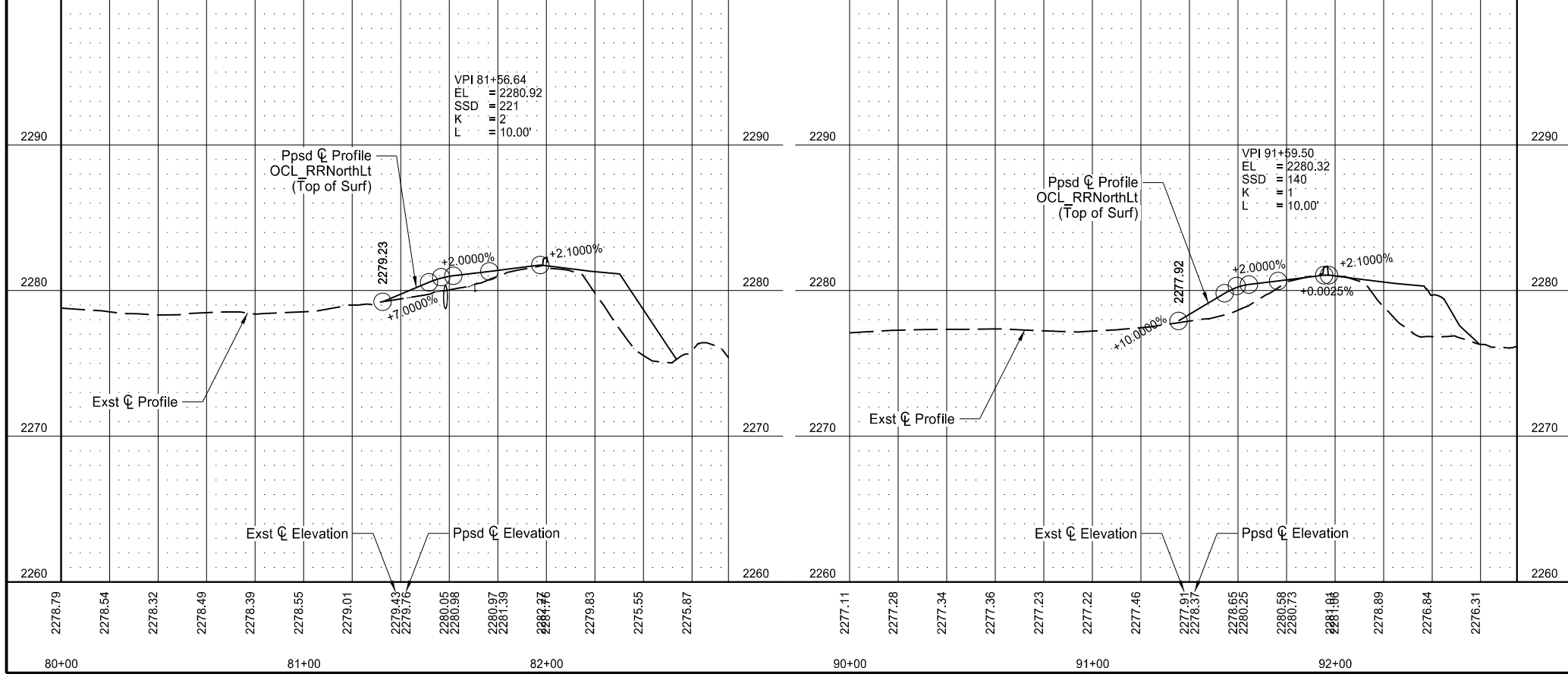
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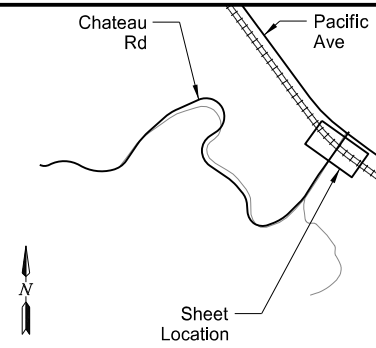
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	60	12

SPEC	CODE	BID ITEM	QTY	UNIT
714	4099	PIPE CONDUIT 18IN-APPROACH	21	LF
Sta 81+58				



**LEGEND**

- Proposed Roadway Surfacing
- Proposed Shared-Use Path
- Proposed Grading
- Proposed Approach Surfacing (PCC Pavement)
- Proposed Approach Surfacing (Hot Mix Asphalt)
- Proposed Approach Surfacing (Gravel)



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

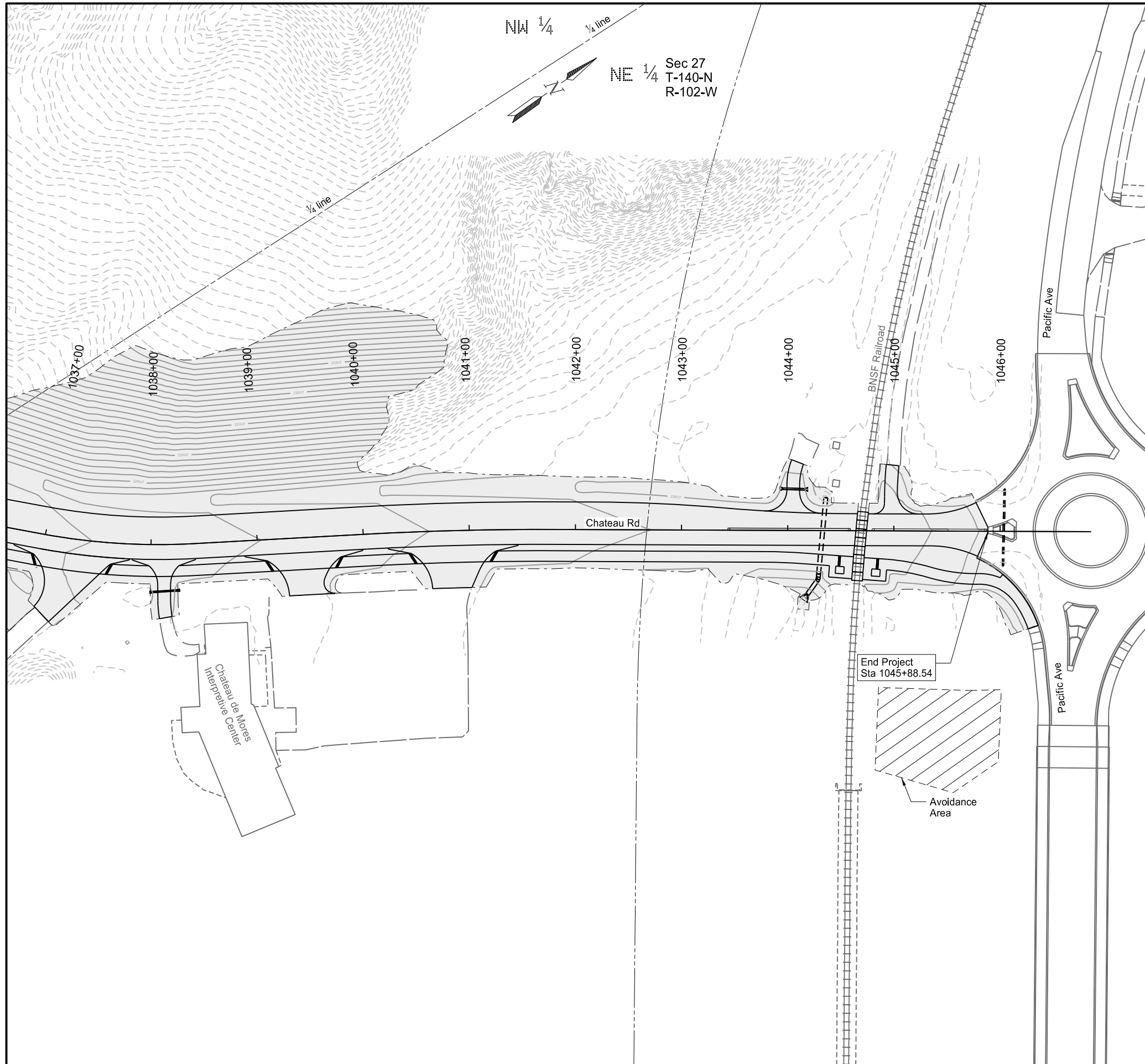
Plan & Profile

Railroad Approach - South  
 Sta 79+75 to Sta 82+50  
 (OCL\_RRSouthLt)

Railroad Approach - North  
 Sta 89+75 to Sta 92+50  
 (OCL\_RRNorthLt)

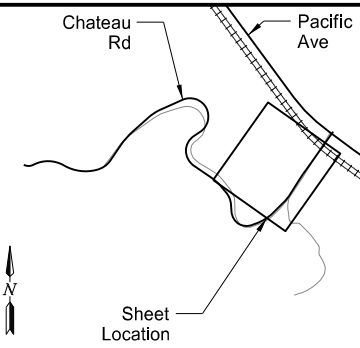
This document is preliminary and not for construction or implementation purposes.

**PRELIMINARY**



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	70	6

LEGEND	
	Proposed Grading Limits
	Existing Contour (2' Interval)
	Proposed Contour (2' Interval)
	Ditch Block
	Existing Pipe
	Proposed Pipe



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Contours  
 Sta 1037+00 to Sta 1047+00  
 (OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	75	1

WETLAND IMPACT TABLE																	
Wetland Number	Location	Wetland Type	Wetland Feature	USACE Jurisdictional Wetlands (1)	Wetland Impact Acre(s)			USFWS Easement Impacts Acre(s)			Wetland Mitigation						
					Temp.	Perm. (Fill/Drain)	Perm. (Cut)	Temp.	Perm.	Mitigation Proposed			Onsite Mitigation Method			Onsite Constructed Location	
										EO 11990	USACE	USFWS	Mitigation Location; Ratio	Ditch Shift Acre(s)	Offsite Acre(s)	Onsite Constructed Site #	Onsite Constructed Size Acre(s)
1a	Sec 27, T-140-N, R-102-W	Slope	Natural	N	-	-	-	-	-	N	N	N	-	-	-	-	-
1b	Sec 27, T-140-N, R-102-W	Slope	Natural	N	-	-	-	-	-	N	N	N	-	-	-	-	-
2	Sec 27, T-140-N, R-102-W	Slope	Natural	N	-	-	-	-	-	N	N	N	-	-	-	-	-
3a	Sec 27, T-140-N, R-102-W	Slope	Natural	N	-	-	-	-	-	N	N	N	-	-	-	-	-
3b	Sec 27, T-140-N, R-102-W	Slope	Natural	N	-	-	-	-	-	N	N	N	-	-	-	-	-
4	Sec 22, T-140-N, R-102-W	Slope	Natural	Y	-	-	-	-	-	N	N	N	-	-	-	-	-
5a	Sec 27, T-140-N, R-102-W	Riverine	Natural	Y	-	-	-	-	-	N	N	N	-	-	-	-	-
5c	Sec 27, T-140-N, R-102-W	Riverine	Natural	Y	-	-	-	-	-	N	N	N	-	-	-	-	-
5e	Sec 27, T-140-N, R-102-W	Riverine	Natural	Y	-	-	-	-	-	N	N	N	-	-	-	-	-
Totals					-	-	-	-	-								

(1) A Wetland Jurisdictional Determination was issued by the USACE on 10/15/2024; NWO-2024-01517-BIS.

OTHER WATERS IMPACT TABLE															
Other Waters Number	Location	Type	Feature	USACE Jurisdictional (1)	Impacts to Other Waters						Other Water Mitigation				
					Acres			Linear Feet			Mitigation Proposed			Offsite Constructed Location	
					Temp	Perm (Fill/Drain)	Perm (Cut)	Temp	Perm (Fill/Drain)	Perm (Cut)	EO 11990	USACE	USFWS	Offsite Constructed Site #	Offsite Constructed Size Acre(s)
OW 5b	Sec 27, T-140-N, R-102-W	River	Natural	Y	-	-	-	-	-	-	N	N	N	-	-
OW 5d	Sec 27, T-140-N, R-102-W	Stream	Natural	Y	-	-	-	-	-	-	N	N	N	-	-
Totals					-	-	-	-	-	-					

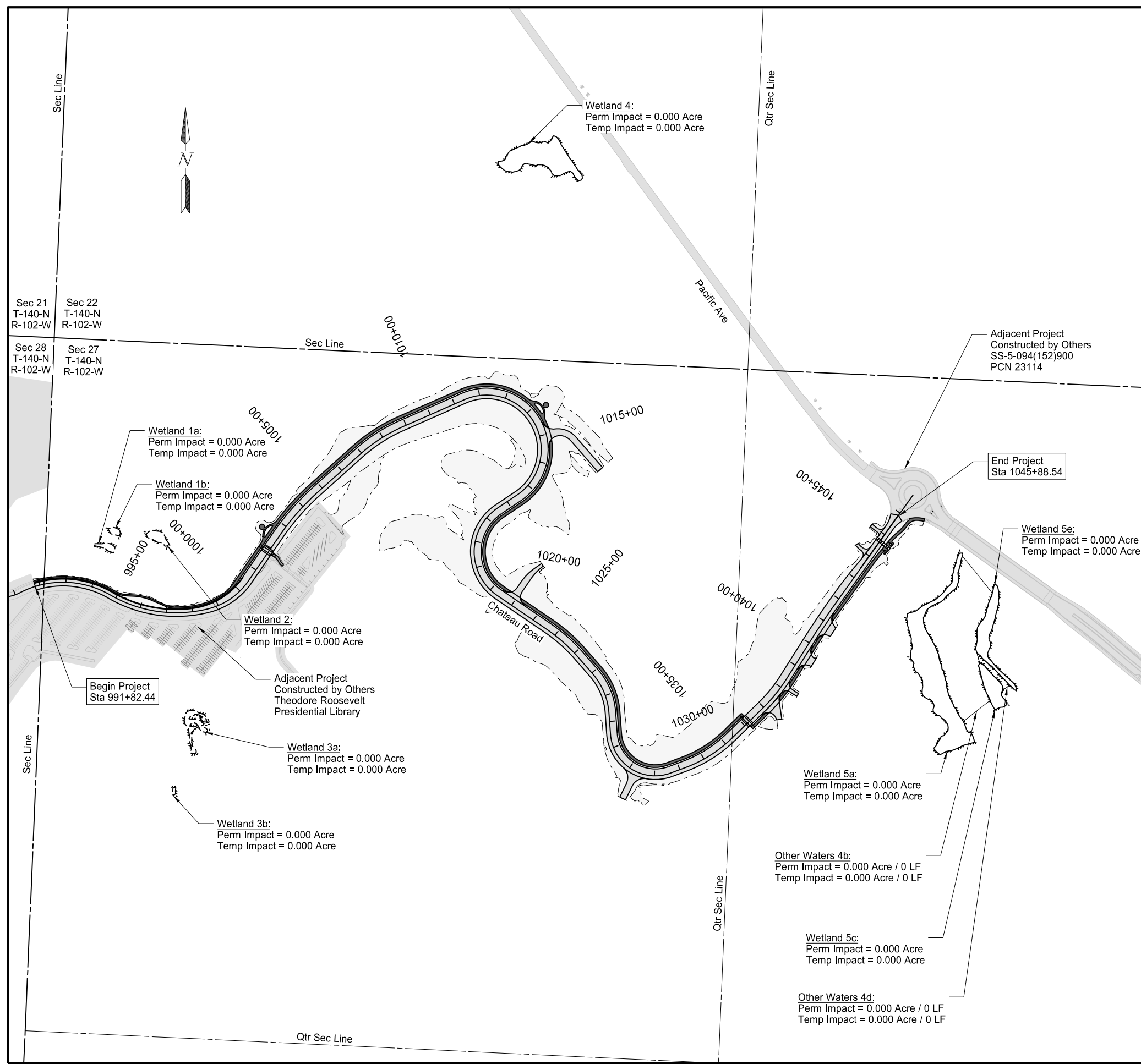
(1) A Wetland Jurisdictional Determination was issued by the USACE on 10/15/2024; NWO-2024-01517-BIS.

IMPACT SUMMARY TABLE			
Permanent Impact Summary		Temporary Impacts and additional information	
Wetland Type	Total (Acres)	Wetland Type	Total (Acres)
Natural/JD (Fill/Drain)	0.000	Temporary Wetland JD	0.000
Natural/Non-JD (Fill/Drain)	0.000	Non-JD Wetland Temporary	0.000
Created/JD (Fill/Drain)	0.000		
Created/Non-JD (Fill/Drain)	0.000	Permanent OW	0.000
<b>Total</b>	<b>0.000</b>	<b>Temporary OW</b>	<b>0.000</b>
JD Natural (Cut)	0.000	Permanent OW-d	0.000
JD Created (Cut)	0.000	Temporary OW-d	0.000
Non-JD Natural (Cut)	0.000		
Non-JD Created (Cut)	0.000		
<b>Total</b>	<b>0.000</b>		

Chateau Road - Medora, ND Burning Hills Amphitheater to Pacific Ave  Wetland Impact Table	This document is preliminary and not for construction or implementation purposes.
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STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	75	2



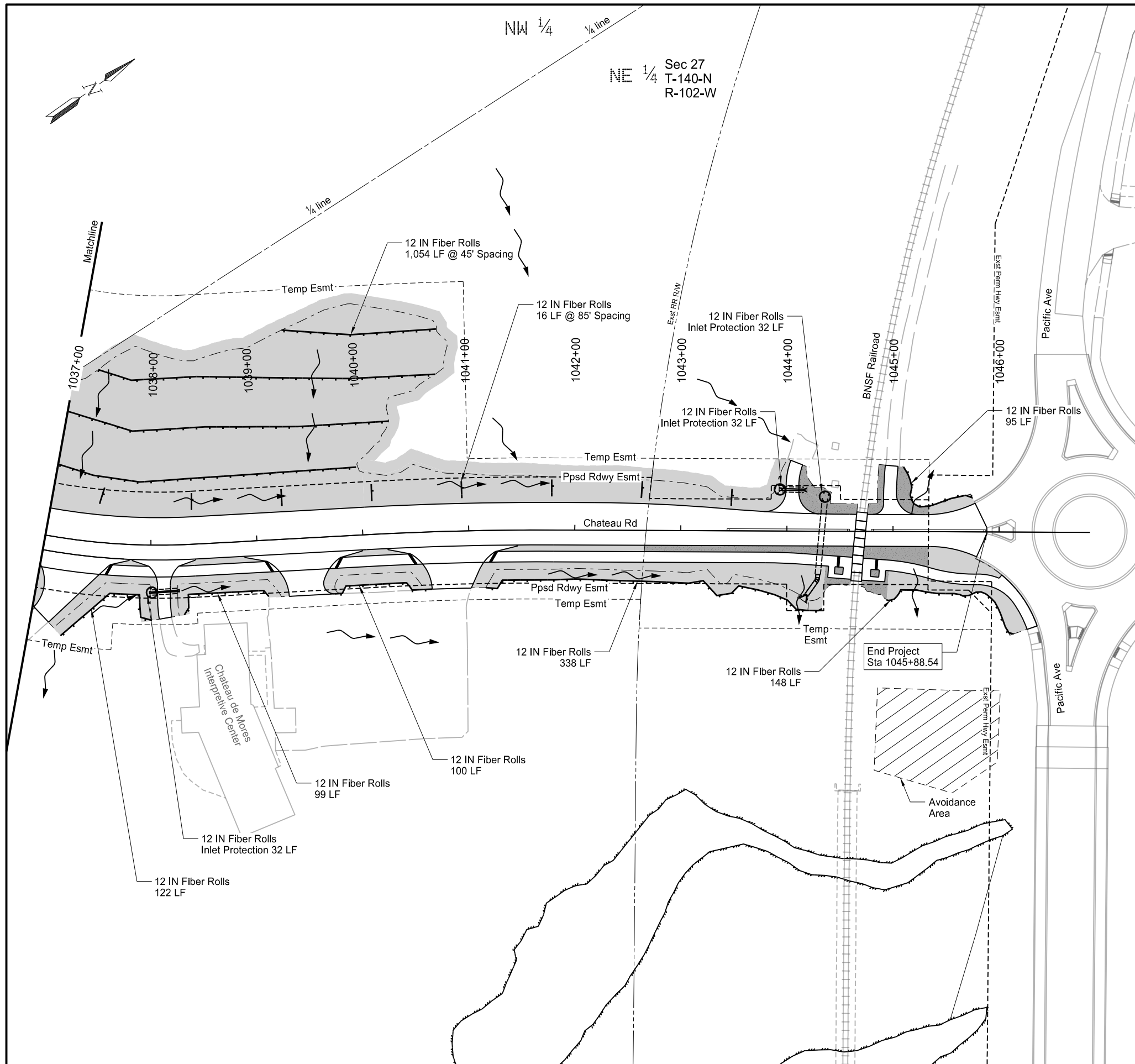
LEGEND

Existing Delineated Wetland	Existing Other Waters
Grading Tie Line	Grading Tie Line - Temporary

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Wetlands, Mitigation and Environmental  
Sta 1001+01.41 to Sta 1045+54.23  
(OCL\_Chateau)

This document  
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and not for  
construction or  
implementation  
purposes.

**PRELIMINARY**



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	76	6

SPEC	CODE	BID ITEM	QTY	UNIT
251	2000	TEMPORARY COVER CROP Sta 1037+00 to Sta 1047+00	2.1	ACRE
253	0061	SOIL STABILIZATION Sta 1037+00 to Sta 1047+00	2.2	ACRE
261	0112	FIBER ROLLS 12IN Sta 1037+00 to Sta 1047+00 Lt Sta 1037+00 to Sta 1047+00 Rt Culvert Inlet Locations (32 LF EA)	1,277 807 96	LF LF LF
261	0113	REMOVE FIBER ROLLS 12IN Sta 1037+00 to Sta 1047+00	2,180	LF

**Notes:**

- For ditch grades encountered in the field not listed, use the following spacing:  
Spacing = { Diameter of Roll (ft) - Entrenchment (ft) } / Slope (ft/ft)
- Erosion Control Treatments shall not be installed within 10 ft of the railroad tracks. Railroad flagging will need to be present when installing or maintaining erosion control within 25 ft of the railroad tracks.

DITCH FIBER SPACING	
Ditch Grade	Spacing (ft)
1%	85
2%	40
3%	30
4%	20

<p><b>LEGEND</b></p> <p>— Fiber Rolls</p> <p>- - - Grading Tie Line</p> <p>▨ Inlet Protection Special (See Section 20)</p> <p>■ Soil Stabilization</p> <p>■ Temporary Cover Crop &amp; Soil Stabilization</p> <p>- - - Silt Fence Supported</p>	<p>⌋ Ditch Block (See Section 20)</p> <p>⌋ Inlet Protection Special (See Section 20)</p> <p>⌋ Soil Stabilization</p> <p>⌋ Temporary Cover Crop &amp; Soil Stabilization</p> <p>⌋ Silt Fence Supported</p>
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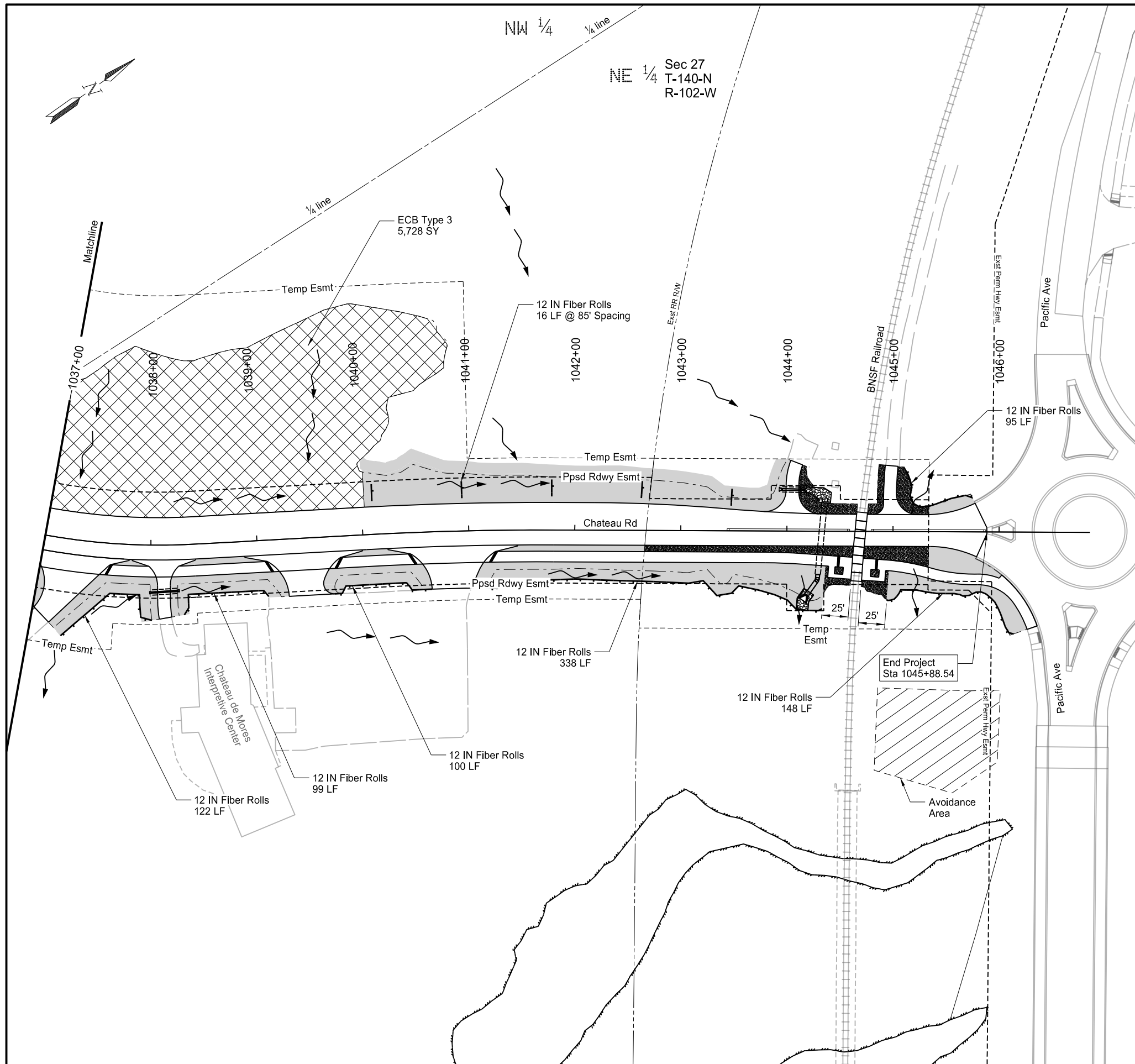
Chateau Rd - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Temporary Erosion Control

Sta 1037+00 to Sta 1047+00  
(OCL\_Chateau)

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PRELIMINARY



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	77	6

SPEC	CODE	BID ITEM	QTY	UNIT
251	0300	SEEDING CLASS III Sta 1037+00 to Sta 1047+00	2.0	ACRE
253	0061	SOIL STABILIZATION Sta 1037+00 to Sta 1047+00	0.8	ACRE
255	0103	ECB TYPE 3 Sta 1037+00 to Sta 1047+00 Lt	5,728	SY
261	0112	FIBER ROLLS 12IN Sta 1037+00 to Sta 1047+00 Lt Sta 1037+00 to Sta 1047+00 Rt	175 790	LF LF
302	0403	AGGREGATE SURFACE COURSE Sta 1037+00 to Sta 1047+00	107	TON
709	0151	GEOSYNTHETIC MATERIAL TYPE R1 Sta 1037+00 to Sta 1047+00	513	SY

**Notes:**

- Refer to section 20 for erosion control blankets and riprap located at culvert end sections.
- For ditch grades encountered in the field not listed, use the following spacing:  
Spacing = { Diameter of Roll (ft) - Entrenchment (ft) } / Slope (ft/ft)
- Erosion Control Treatments shall not be installed within 10 ft of the railroad tracks. Railroad flagging will need to be present when installing or maintaining erosion control within 25 ft of the railroad tracks.

LEGEND	
	Fiber Rolls
	Grading Tie Line
	Ditch Block (See Section 20)
	Seeding Class III & Soil Stabilization
	Seeding Class III & Turf Reinforcement Mat
	Seeding Class III & Erosion Control Blanket
	Riprap (See Section 20)
	Aggregate Surface Course

DITCH FIBER SPACING	
Ditch Grade	Spacing (ft)
1%	85
2%	40
3%	30
4%	20

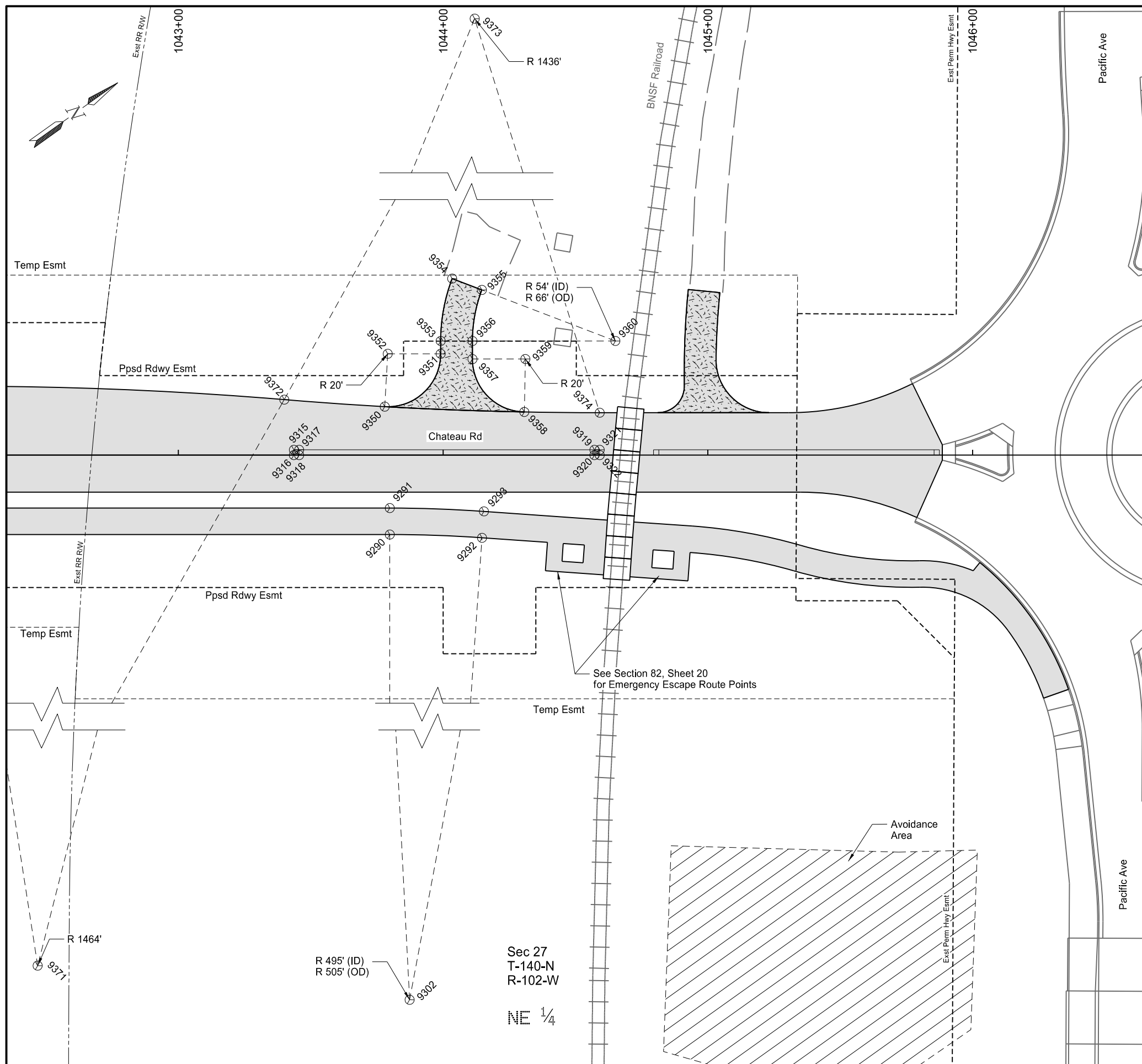
Chateau Rd - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Permanent Erosion Control

Sta 1037+00 to Sta 1047+00  
(OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

PRELIMINARY



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	82	8

Shared Use Path  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9290	470476.48	1210834.31	1043+79.85	30.00	
9291	470482.29	1210826.17	1043+79.85	20.00	
9292	470504.13	1210855.56	1044+14.71	31.23	
9293	470510.50	1210847.85	1044+15.41	21.25	
9302	470188.93	1211237.23	1043+79.85	525.00	CENTER RADIUS

Raised Median  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9315	470465.57	1210787.22	1043+43.62	-2.00	
9316	470464.41	1210788.84	1043+43.62	0.00	
9317	470467.20	1210788.38	1043+45.62	-2.00	
9318	470466.04	1210790.01	1043+45.62	0.00	
9319	470557.99	1210853.17	1044+57.16	-2.00	
9320	470556.83	1210854.80	1044+57.16	0.00	
9321	470559.62	1210854.334	1044+59.16	-2.00	
9322	470558.45	1210855.962	1044+59.16	0.00	

Railroad Approach - South - Sta 1044+05 Lt  
Stations and offsets based on OCL Chateau alignment

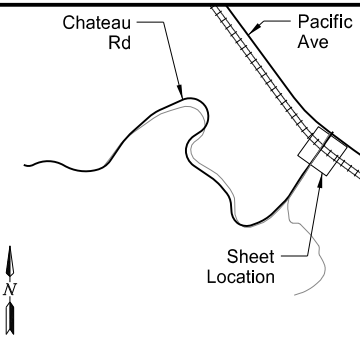
Point	Northing	Easting	Station	Offset	Description
9350	470502.98	1210793.89	1043+77.94	-18.30	
9351	470531.78	1210789.91	1043+99.07	-38.27	
9352	470515.50	1210778.29	1043+79.07	-38.27	CENTER RADIUS
9353	470534.58	1210785.98	1043+99.07	-43.10	
9354	470551.81	1210769.33	1044+03.42	-66.66	
9355	470558.45	1210779.33	1044+14.63	-62.37	
9356	470544.35	1210792.95	1044+11.07	-43.10	
9357	470540.39	1210798.50	1044+11.07	-36.28	
9358	470544.73	1210826.16	1044+30.68	-16.28	
9359	470556.67	1210810.12	1044+31.07	-36.28	CENTER RADIUS
9360	470588.31	1210824.32	1044+65.07	-43.10	CENTER RADIUS

Edge of Pavement  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9370	470377.70	1210695.02	1042+18.53	-26.00	
9371	469527.25	1211886.67	1042+18.53	1438.00	CENTER RADIUS
9372	470473.64	1210769.69	1043+40.01	-20.95	
9373	471401.93	1209674.08	1013+41.90	-367.34	CENTER RADIUS
9374	470567.75	1210842.94	1044+59.16	-16.00	

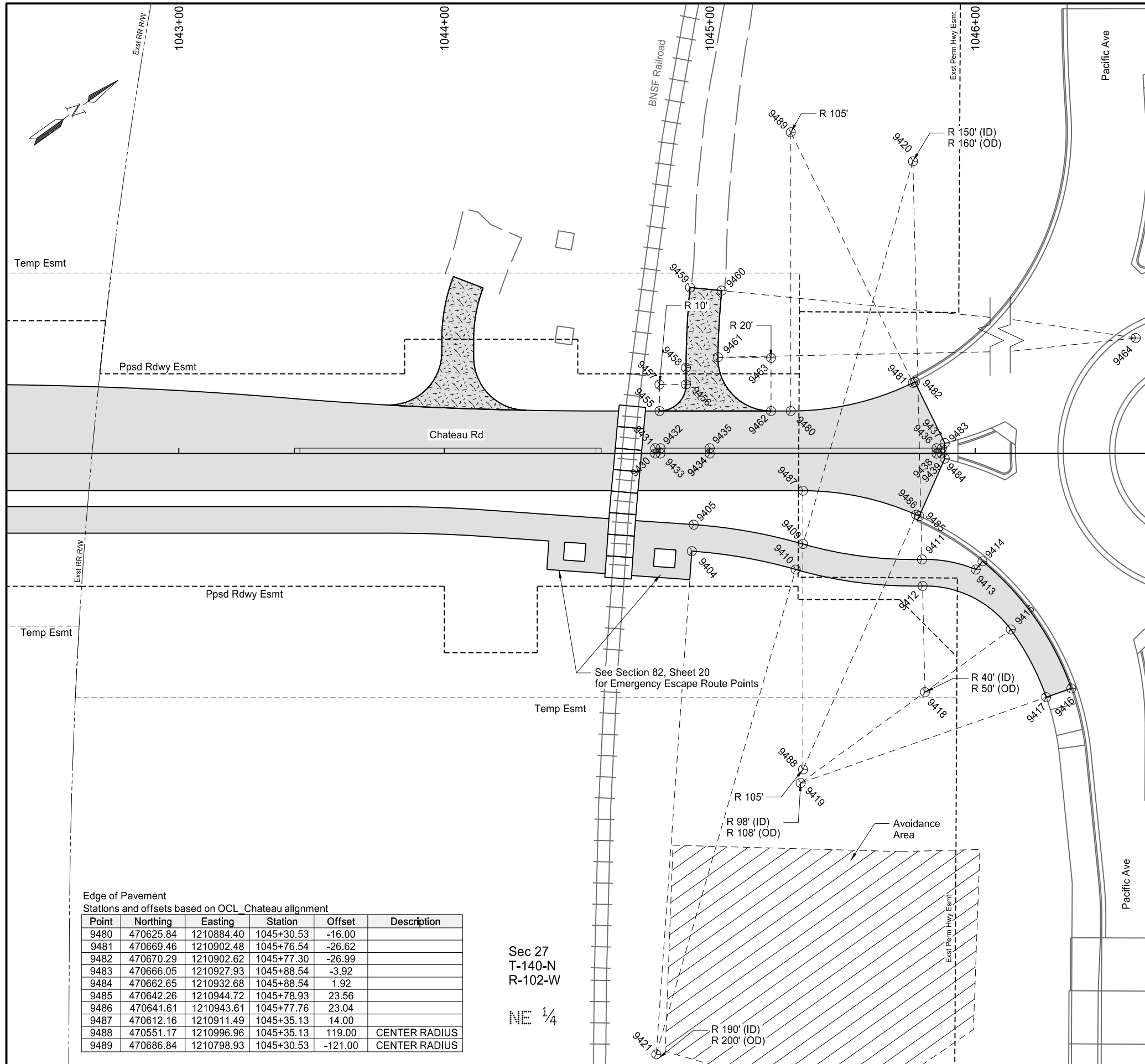
LEGEND

- 8" Non-Reinf Concrete Pavement CI AE-Doweled
- Commercial Grade Hot Mix Asphalt
- Aggregate Base Course CI 5



Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Survey Data Layout  
Sta 1042+50.00 to Sta 1044+70.00  
(OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	82	9

Shared Use Path  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9404	470564.85	1210905.71	1044+93.26	36.77	
9405	470571.22	1210898.00	1044+93.97	26.80	
9409	470600.50	1210927.85	1045+35.14	34.09	
9410	470592.67	1210934.06	1045+32.38	43.70	
9411	470633.63	1210958.61	1045+79.98	39.89	
9412	470628.00	1210966.88	1045+80.20	49.88	
9413	470647.91	1210973.45	1046+00.22	43.67	
9414	470651.77	1210972.41	1046+02.76	40.58	
9415	470645.51	1210999.51	1046+13.41	66.28	
9416	470651.19	1211030.85	1046+36.24	88.49	
9417	470641.59	1211028.05	1046+26.80	91.78	
9418	470605.51	1210999.96	1045+81.11	89.87	CENTER RADIUS
9419	470547.51	1211000.60	1045+34.27	124.09	CENTER RADIUS
9420	470717.98	1210834.58	1045+76.59	-110.07	CENTER RADIUS
9421	470443.87	1211052.21	1044+79.89	226.30	CENTER RADIUS

Raised Median  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9430	470574.99	1210867.76	1044+79.47	0.00	
9431	470576.15	1210866.13	1044+79.47	-2.00	
9432	470577.78	1210867.30	1044+81.47	-2.00	
9433	470576.62	1210868.92	1044+81.47	0.00	
9434	470591.70	1210879.69	1045+00.00	0.00	
9435	470592.86	1210878.06	1045+00.00	-2.00	
9436	470662.43	1210927.71	1045+85.47	-2.00	
9437	470664.06	1210928.87	1045+87.47	-2.00	
9438	470661.27	1210929.34	1045+85.47	0.00	
9439	470662.90	1210930.50	1045+87.47	0.00	

Railroad Approach - North - Sta 1044+97 Lt  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9455	470585.59	1210855.67	1044+81.07	-16.00	
9456	470599.54	1210853.34	1044+91.07	-26.00	
9457	470591.40	1210847.53	1044+81.07	-26.00	CENTER RADIUS
9458	470603.19	1210848.22	1044+91.07	-32.29	
9459	470621.97	1210824.48	1044+92.57	-62.53	
9460	470631.03	1210832.35	1045+04.52	-61.38	
9461	470615.29	1210851.97	1045+03.10	-36.27	
9462	470619.80	1210880.08	1045+23.10	-16.00	
9463	470631.41	1210863.80	1045+23.10	-36.00	CENTER RADIUS
9464	470852.26	1211025.98	Off Chain	Off Chain	CENTER RADIUS

Edge of Pavement  
Stations and offsets based on OCL Chateau alignment

Point	Northing	Easting	Station	Offset	Description
9480	470625.84	1210884.40	1045+30.53	-16.00	
9481	470669.46	1210902.48	1045+76.54	-26.62	
9482	470670.29	1210902.62	1045+77.30	-26.99	
9483	470666.05	1210927.93	1045+88.54	-3.92	
9484	470662.65	1210932.68	1045+88.54	1.92	
9485	470642.26	1210944.72	1045+78.93	23.56	
9486	470641.61	1210943.61	1045+77.76	23.04	
9487	470612.16	1210911.49	1045+35.13	14.00	
9488	470551.17	1210996.96	1045+35.13	119.00	CENTER RADIUS
9489	470686.84	1210798.93	1045+30.53	-121.00	CENTER RADIUS

Sec 27  
T-140-N  
R-102-W  
NE 1/4

**LEGEND**

- 8" Non-Reinforced Concrete Pavement CI AE-Doweled
- Commercial Grade Hot Mix Asphalt
- Aggregate Base Course CI 5

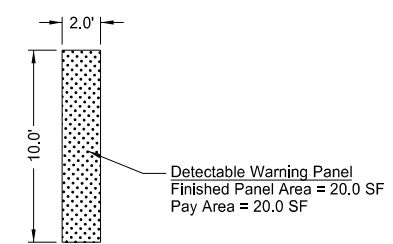
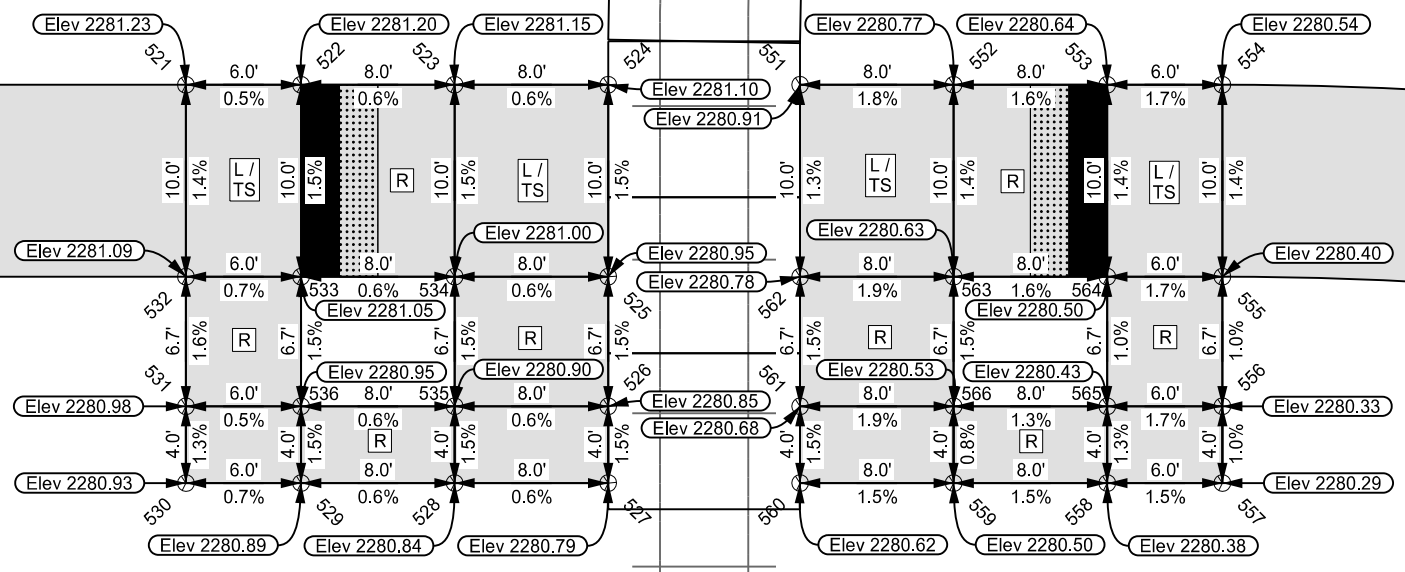
Chateau Rd  
Pacific Ave  
Sheet Location

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Survey Data Layout  
Sta 1044+70.00 to Sta 1046+50.00  
(OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	82	20

SPEC	CODE	BID ITEM	QTY	UNIT
750	2115	DETECTABLE WARNING PANELS		
		Emergency Escape Routes	40	SF

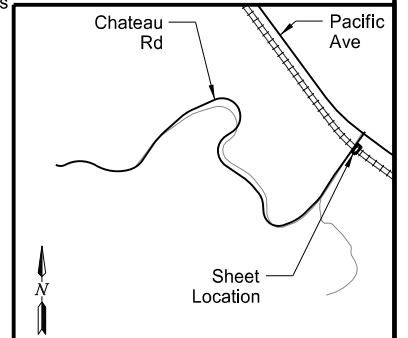


**Notes:**

1. Dimensions shown may vary from actual. Field adjust if maximum slopes cannot be met with dimensions shown.
2. See Standard Drawing D-750-3 for additional details.
3. All form grades to be approved by engineer prior to placing surfacing material.
4. Refer to Section 10 for shared use path paving quantities.

**LEGEND**

- - - : 4' long x width of Pedestrian Access Route of 4' minimum clear space outside traffic lanes of travel
- - - : 1.5% preferred cross slope
- - - : 2.0% maximum cross slope
- Ⓡ : Preferred Ramp Grade = 5.0% to 7.5%  
Maximum Constructed Grade = 8.3%  
Preferred Cross Slope = 1.5%  
Maximum Constructed Cross Slope = 2.0%
- Ⓛ / ⓉⓈ : Landing / Turning Space  
1.5% preferred slope (2% maximum) all directions
- Ⓟ : 1.5% preferred cross slope  
2.0% maximum constructed cross slope  
running slope consistent with the Pedestrian Access Route
- \*\* 4.7% preferred max counter slope
- \*\* 5.0% max constructed counter slope
- ▨ : Detectable Warning Panels
- \*\* Exception: Where the grade established for the adjacent street exceeds 5.0%, the grade of the pedestrian access route shall not exceed the grade established for the adjacent street.



Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
521	470529.58	1210863.61	1044+40.10	23.00
522	470534.21	1210867.43	1044+46.09	23.42
523	470540.38	1210872.52	1044+54.07	23.98
524	470546.55	1210877.62	1044+62.05	24.54
525	470540.18	1210885.33	1044+61.34	34.52
526	470535.88	1210890.53	1044+60.87	41.25
527	470533.33	1210893.62	1044+60.59	45.24
528	470527.17	1210888.52	1044+52.61	44.68
529	470521.00	1210883.43	1044+44.62	44.12
530	470516.37	1210879.61	1044+38.64	43.69
531	470518.92	1210876.52	1044+38.92	39.70
532	470523.22	1210871.32	1044+39.40	32.97
533	470527.84	1210875.14	1044+45.38	33.39
534	470534.01	1210880.23	1044+53.36	33.96
535	470529.71	1210885.44	1044+52.89	40.69
536	470523.54	1210880.35	1044+44.91	40.13

Stations and offsets based on OCL\_Chateau

Point	Northing	Easting	Station	Offset
551	470554.26	1210883.99	1044+72.02	25.25
552	470560.43	1210889.08	1044+80.00	25.81
553	470566.59	1210894.17	1044+87.98	26.38
554	470571.22	1210898.00	1044+93.97	26.80
555	470564.85	1210905.71	1044+93.26	36.77
556	470560.55	1210910.91	1044+92.79	43.51
557	470558.01	1210913.99	1044+92.51	47.50
558	470553.38	1210910.17	1044+86.52	47.07
559	470547.21	1210905.08	1044+78.54	46.51
560	470541.04	1210899.99	1044+70.56	45.95
561	470543.59	1210896.90	1044+70.84	41.96
562	470547.89	1210891.70	1044+71.32	35.22
563	470554.06	1210896.79	1044+79.30	35.79
564	470560.23	1210901.89	1044+87.28	36.35
565	470555.93	1210907.09	1044+86.80	43.08
566	470549.76	1210902.00	1044+78.82	42.52

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

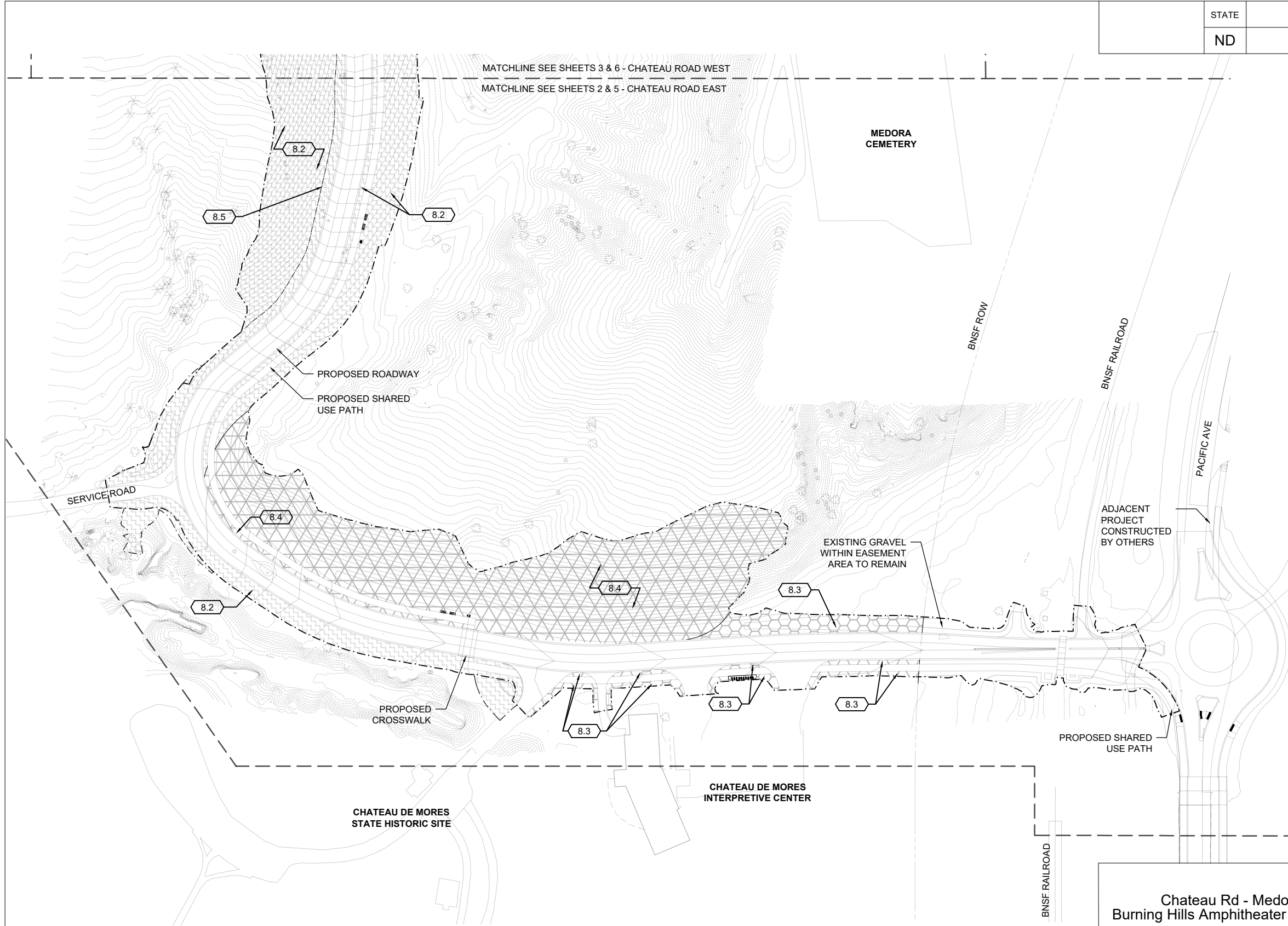
Survey Data Layout  
 ADA Ramp Details







Emergency Escape Routes  
 Sta 1044+69 Rt (OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

**PRELIMINARY**

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	85	2



- 8.0 PLANTING**
-  8.1 GRASSLAND SEED MIX
  -  8.2 WOODY DRAW PLANTING & GRASSLAND SEED MIX
  -  8.3 LOWLAND PLANTING & GRASSLAND SEED MIX
  -  8.4 BADLANDS SLOPE PLANTING & GRASSLAND SEED MIX
  -  8.5 DITCH CENTERLINE
  -  LIMIT OF WORK
- SHEET 85-10/01

- NOTES**
1. FOR GENERAL PLANTING NOTES AND PLANT SCHEDULE SHEET 85-12.
  2. FOR PLANTING DETAILS SEE SHEET 85-10.
  3. ALL EXISTING VEGETATION TO REMAIN OUTSIDE LIMIT OF WORK. ANY REMOVED VEGETATION OUTSIDE LIMIT OF WORK TO BE REPLACED. SEE WOODY PLANT REPLACEMENT NOTES ON SHEET 85-12.

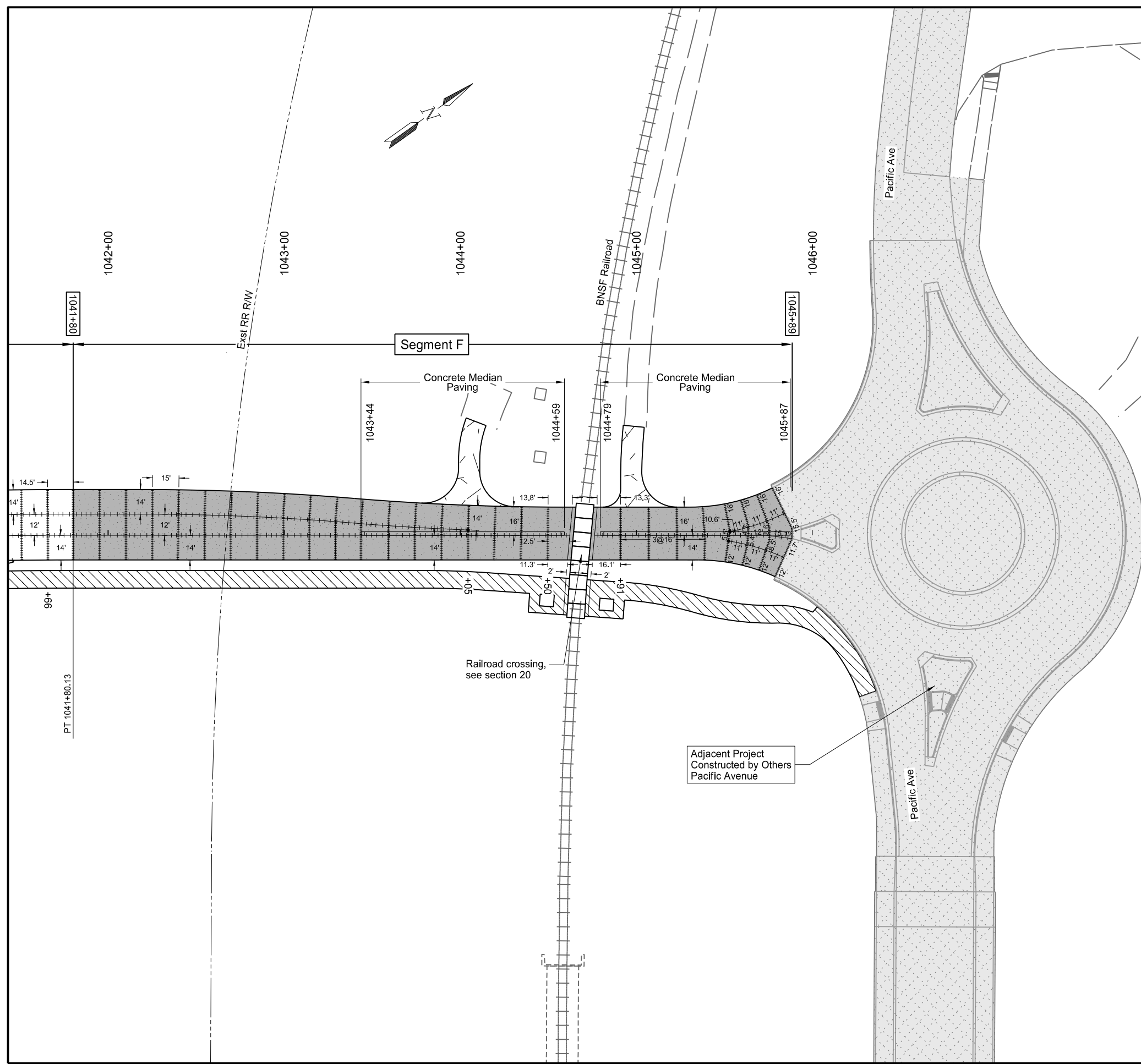
**01 PLANTING PLAN - CHATEAU ROAD EAST**  
SCALE: 1" = 150'



Chateau Rd - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Landscaping Layouts  
Planting Plan - Chateau Road East

This drawing is preliminary and not for permitting or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	90	10



- Notes:**
1. Space Joints at the maximum 15' Longitudinally unless otherwise specified. Measured along the exterior edge when on a curve.
  2. See Section 10 for Quantities.

**LEGEND**

	Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 12" Aggregate Base Course CL 5)		Sidewalk Concrete Reinforced (4" Sidewalk Concrete, 4" Aggregate Base Course CL 5)
	Sidewalk Concrete 8IN (8" Sidewalk Concrete, 8" Aggregate Base Course CL 5)		Commercial Grade Hot Mix Asphalt (4" Hot Mix Asphalt, 12" Aggregate Base Course CL 5)
	Aggregate Base Course Class 5 (6" Depth)		8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth, 2,800 psi in 30 hours)
	8IN Non-Reinf Concrete Pvmt CI AE-Doweled (8" Depth)		2" Dia. Core Hole filled with Hot Pour Sealant
	Tied Joint w/ Hot Pour Seal		Untied Joint
	Doweled Joint		

Chateau Rd

Pacific Ave

Sheet Location

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

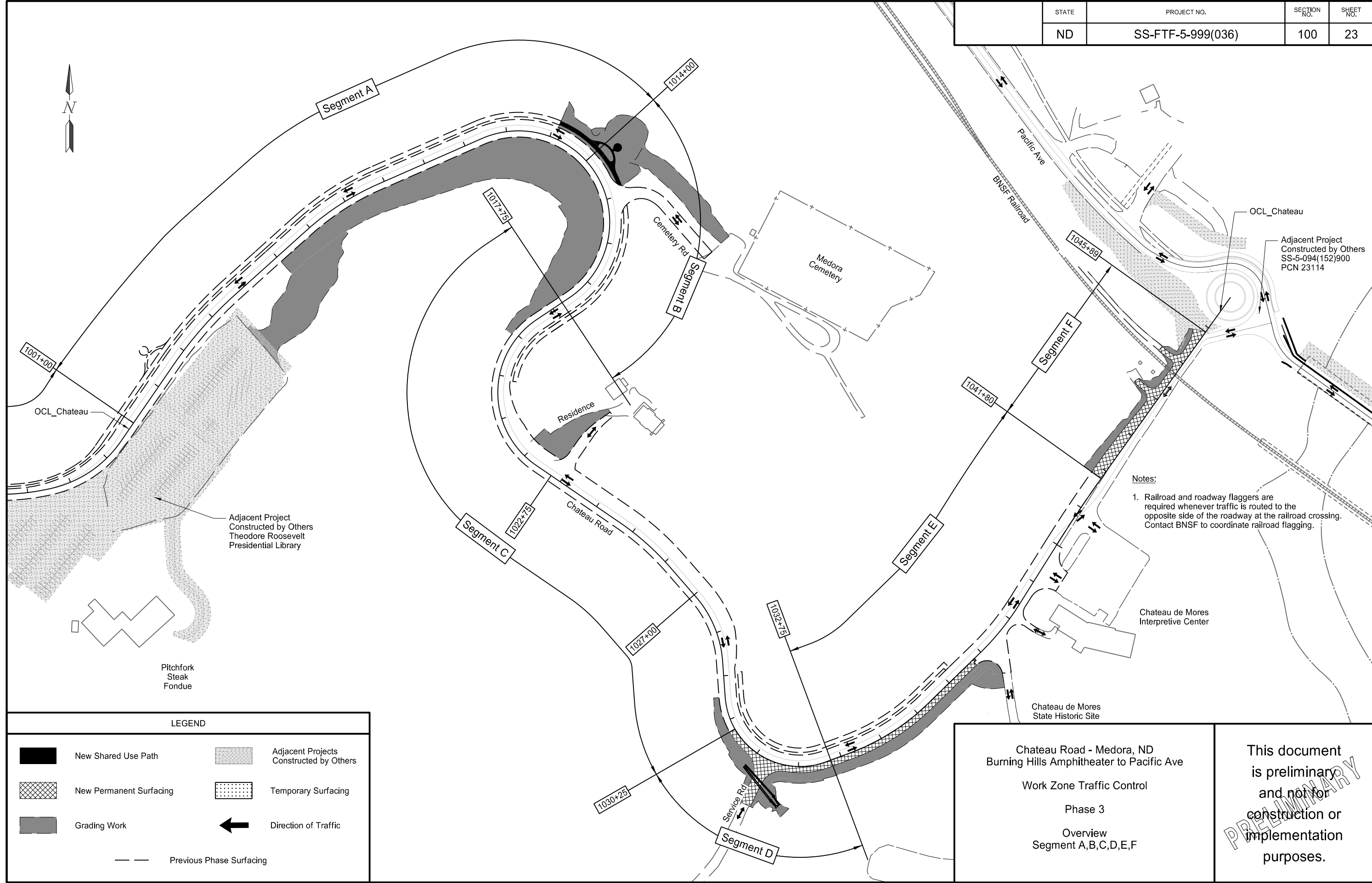
Paving Layouts  
Chateau Road  
Sta 1041+00 to Sta 1046+00  
(OCL\_Chateau)

This document  
is preliminary  
and not for  
construction or  
implementation  
purposes.

PRELIMINARY



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	23



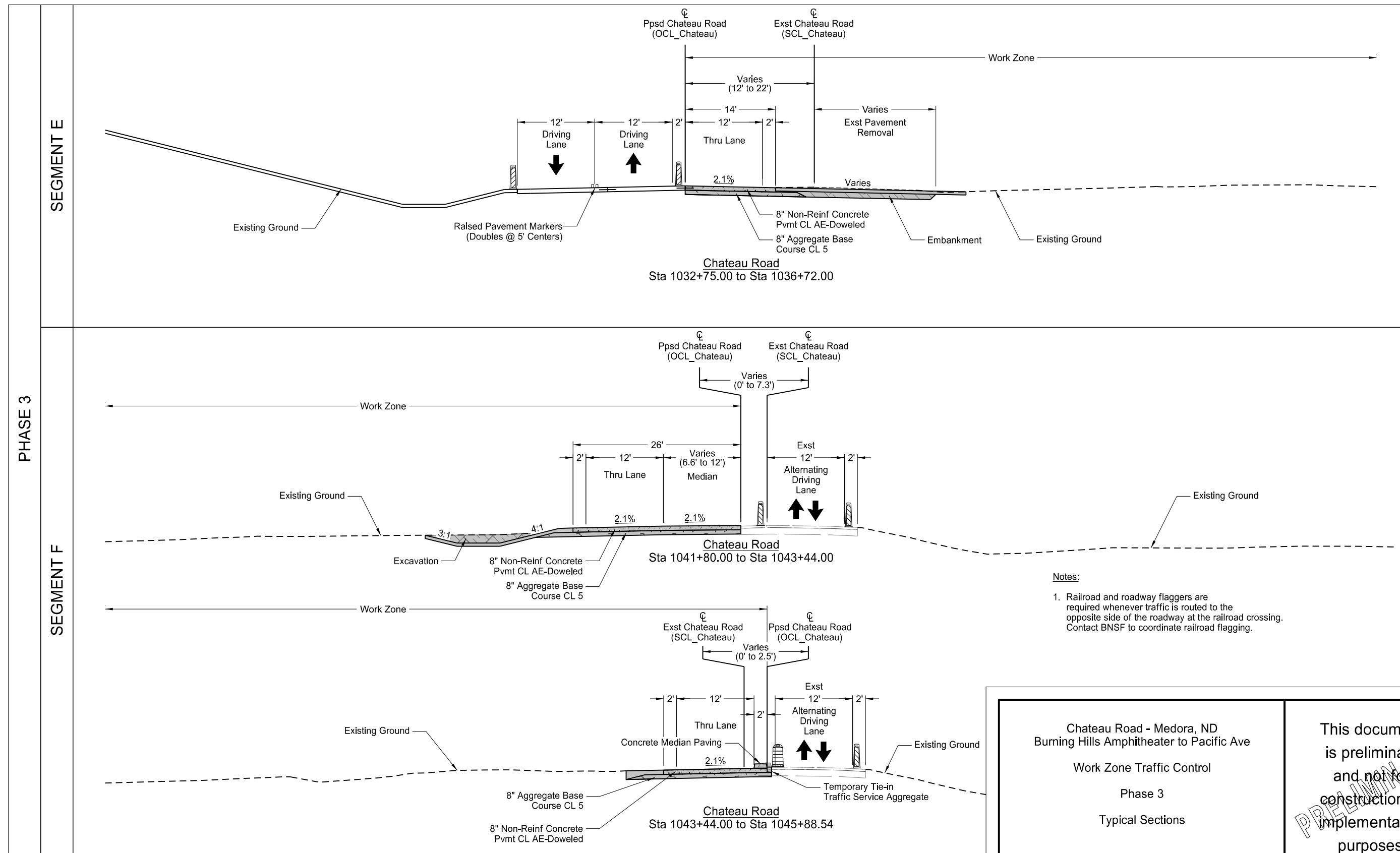
Notes:  
 1. Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

LEGEND			
	New Shared Use Path		Adjacent Projects Constructed by Others
	New Permanent Surfacing		Temporary Surfacing
	Grading Work		Direction of Traffic
	Previous Phase Surfacing		

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 3  
 Overview  
 Segment A,B,C,D,E,F

This document is preliminary and not for construction or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	26

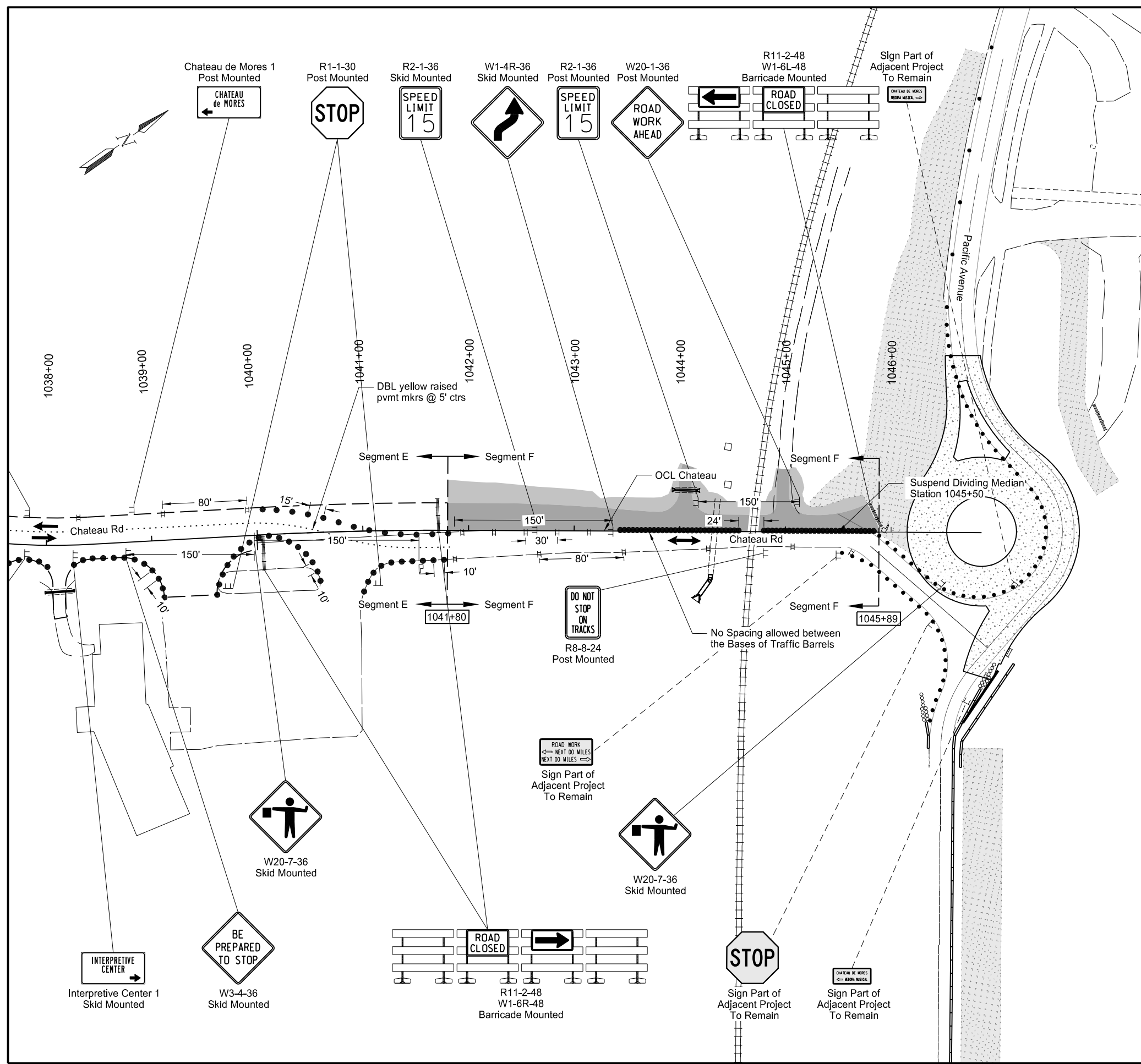


- Notes:**
- Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 3  
 Typical Sections

This document is preliminary and not for construction or implementation purposes.

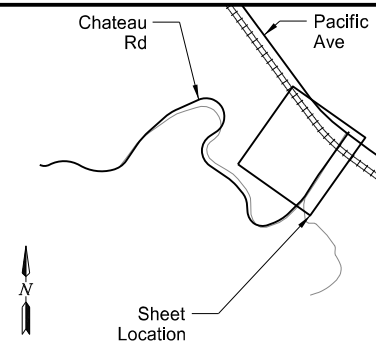
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	31



- Notes:**
- Traffic maintenance and construction phasing for adjacent projects are assumed.
  - No temporary traffic control devices to be placed within 10' of railroad tracks.
  - Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

**LEGEND**

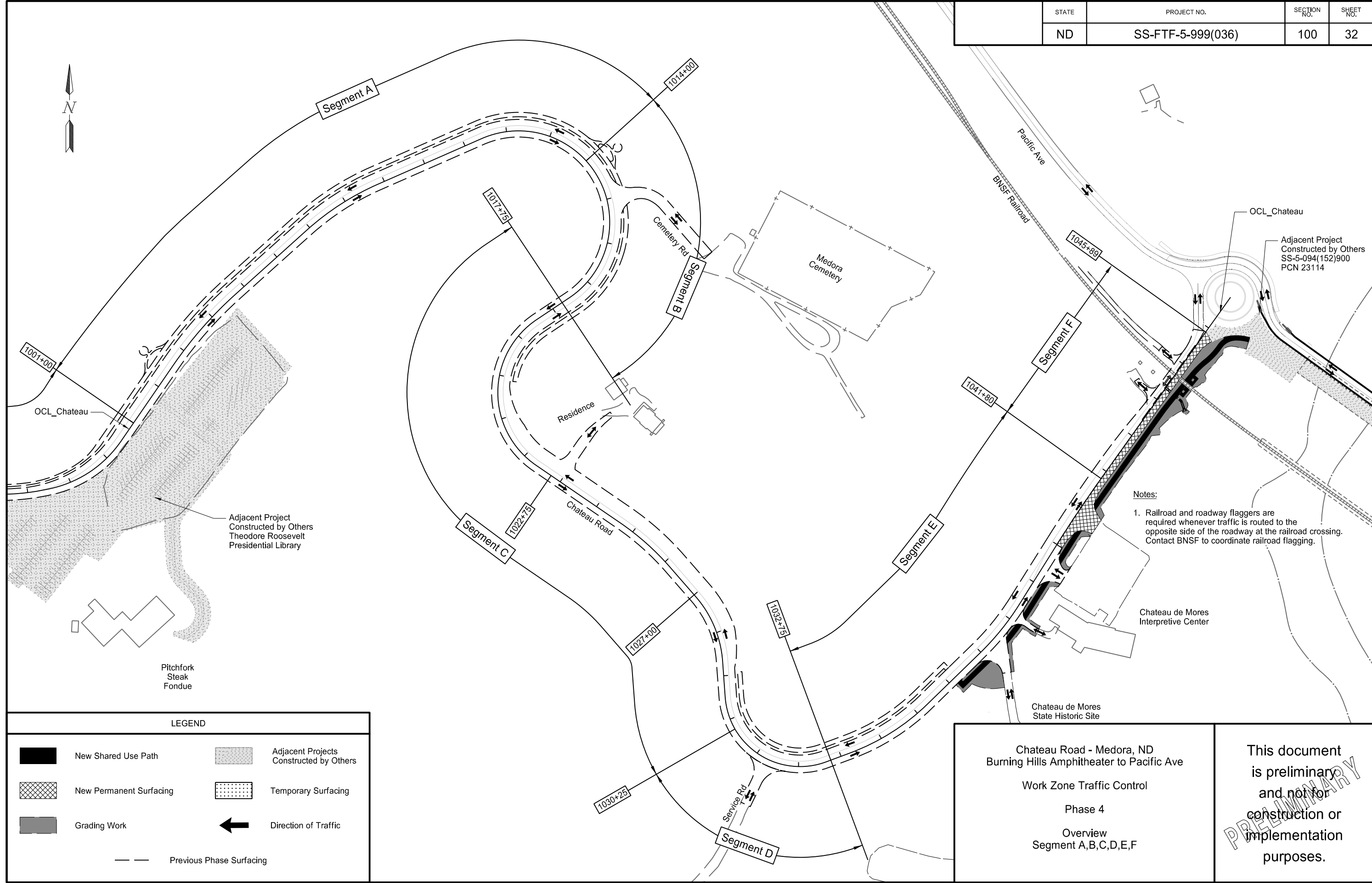
	Surfacing Work Area		Grading Work Area
	Adjacent Project		Traffic Flow
	Type III Barricade		Stackable Vertical Panel
	Delineator Drum		Sign
	Tubular Markers		Flagger
			Raised Pvmt Markers



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 3  
 Layout  
 Sta 1038+00 to Sta 1047+00  
 (OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	32



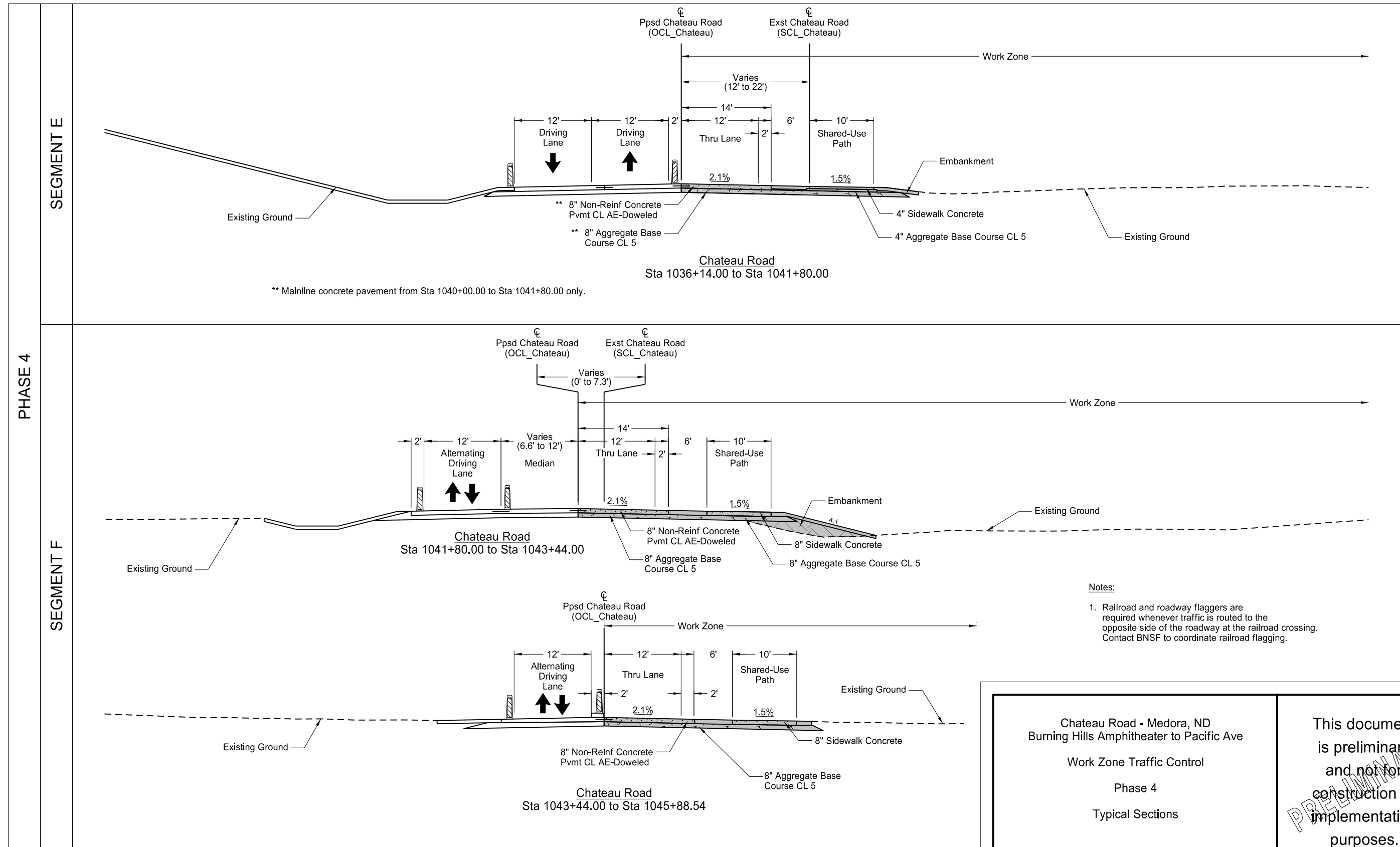
Notes:  
 1. Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

LEGEND			
	New Shared Use Path		Adjacent Projects Constructed by Others
	New Permanent Surfacing		Temporary Surfacing
	Grading Work		Direction of Traffic
	Previous Phase Surfacing		

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 4  
 Overview  
 Segment A,B,C,D,E,F

This document is preliminary and not for construction or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	33



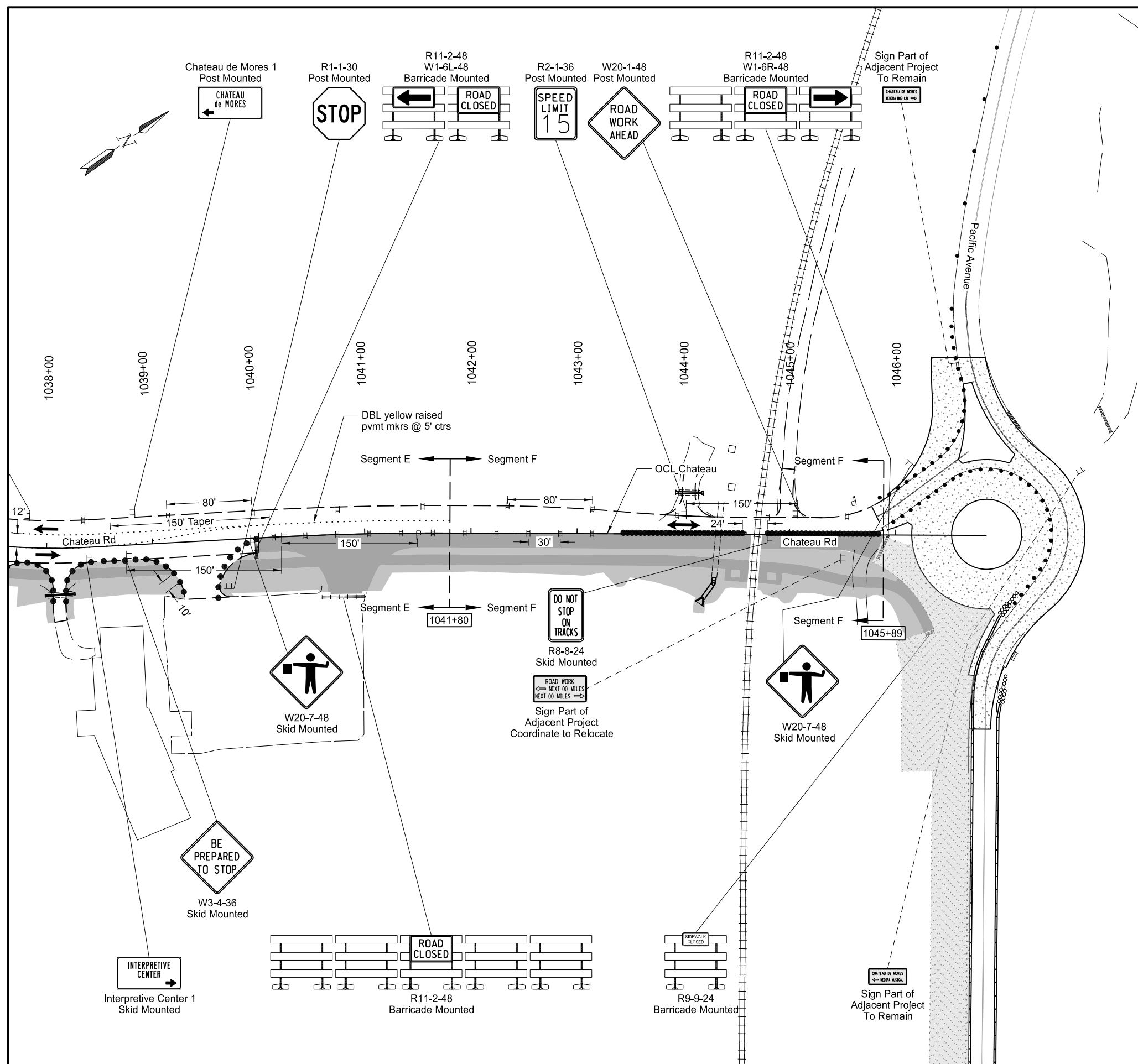
\*\* Mainline concrete pavement from Sta 1040+00.00 to Sta 1041+80.00 only.

- Notes:
1. Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 4  
 Typical Sections

This document is preliminary and not for construction or implementation purposes.

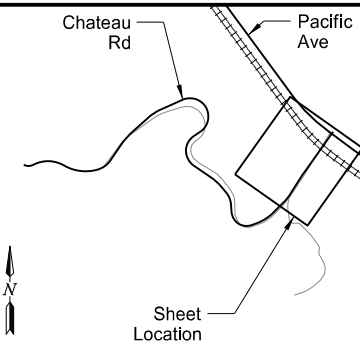
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	100	38



- Notes:**
1. Traffic maintenance and construction phasing for adjacent projects are assumed.
  2. No temporary traffic control devices to be placed within 10' of railroad tracks.
  3. Railroad and roadway flaggers are required whenever traffic is routed to the opposite side of the roadway at the railroad crossing. Contact BNSF to coordinate railroad flagging.

**LEGEND**

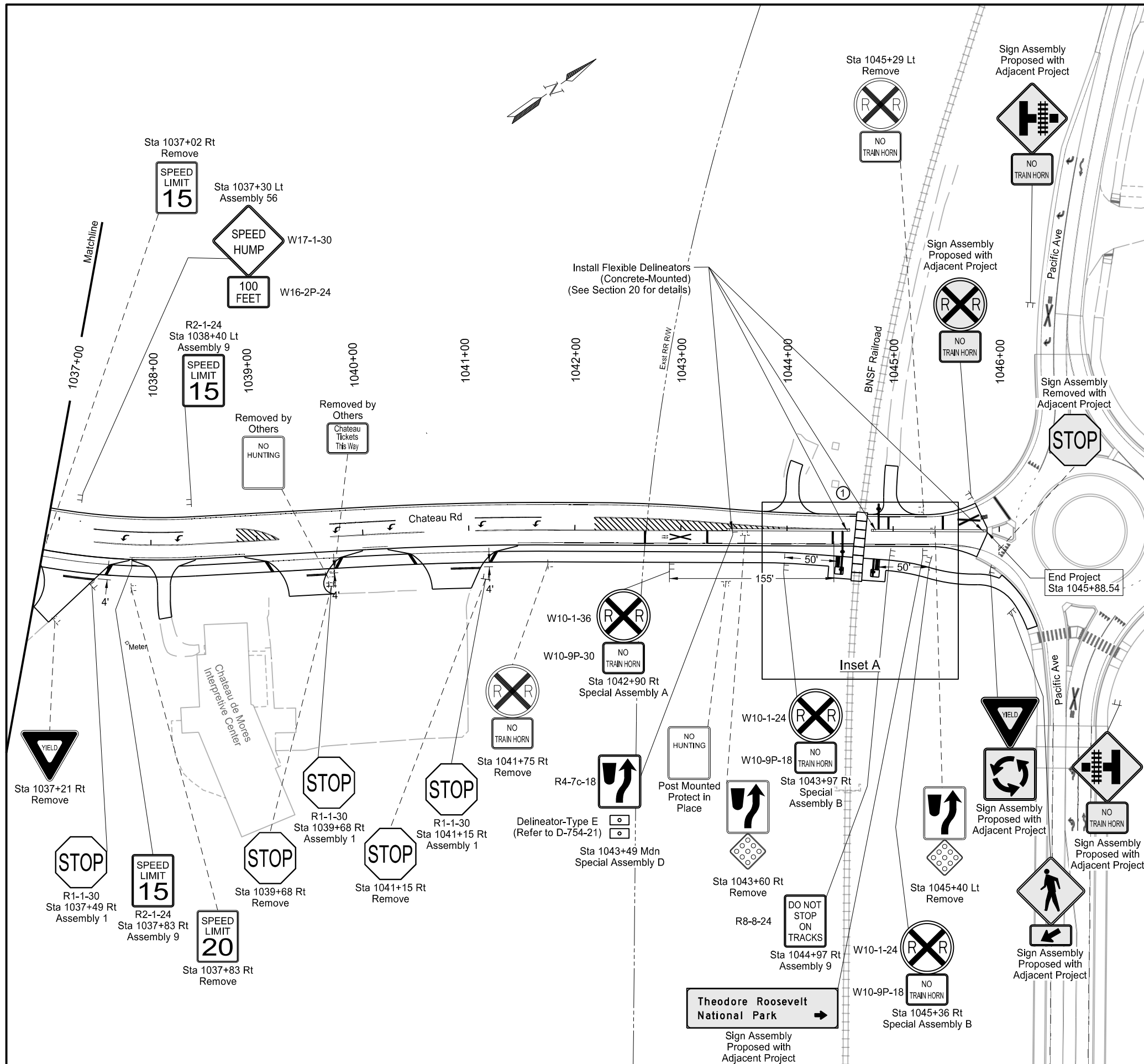
Surfacing Work Area	Grading Work Area
Adjacent Project	Traffic Flow
Type III Barricade	Stackable Vertical Panel
Delineator Drum	Sign
Tubular Markers	Flagger
	Raised Pvmt Markers



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Work Zone Traffic Control  
 Phase 4  
 Layout  
 Sta 1038+00 to Sta 1047+00  
 (OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

**PRELIMINARY**



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	110	7

SPEC	CODE	BID ITEM	QTY	UNIT
754	0170	FLEXIBLE DELINEATORS Concrete-Mounted	4	EA
754	0166	DELINEATORS-TYPE E	1	EA

**Inset A**

① BNSF Railway Crossing: DOT#060443A (RRMP 149.636).

LEGEND	
	Proposed Sign
	Existing Sign
	Proposed Flexible Delineator (Soil-Mounted)

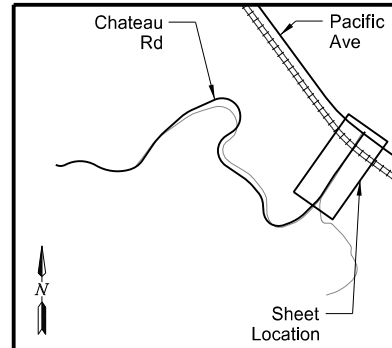
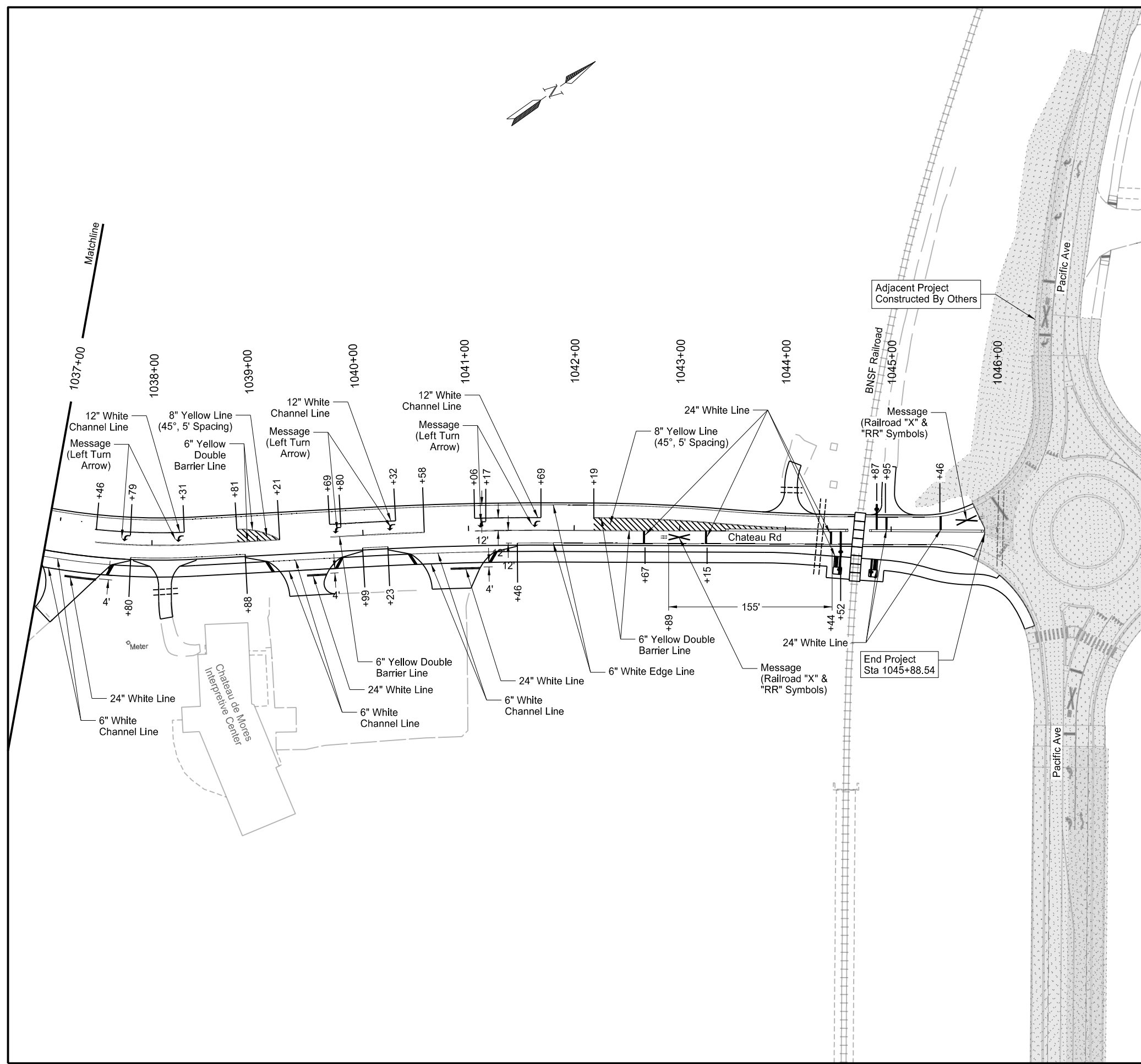
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Permanent Signing  
Sta 1037+00 to Sta 1047+00  
(OCL\_Chateau)

This document is preliminary and not for construction or implementation purposes.

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	120	6

SPEC	CODE	BID ITEM	QTY	UNIT
762	0111	EPOXY PVMT MK 12IN LINE 12" White Channel Line	209	LF
762	0112	EPOXY PVMT MK MESSAGE 24" Railroad Band - Shared Use Path Left Turn Arrows	40 96	SF SF
762	0114	EPOXY PVMT MK 6IN LINE 6" White Edge Line 6" White Channel Line 6" Yellow Double Barrier Line	1,425 375 1,570	LF LF LF
762	0115	EPOXY PVMT MK 8IN LINE 8" Yellow Line	496	LF
762	0117	EPOXY PVMT MK 24IN LINE 24" Stop Bar	76	LF
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED 12" White Line	3	LF
762	0136	EPOXY PVMT MK MESSAGE-GROOVED Railroad "RR" and "X" Symbols 24" Railroad Band - Chateau Road	122 120	SF SF



Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Permanent Pavement Marking  
 Sta 1037+00 to Sta 1047+00  
 (OCL\_Chateau)

This document  
 is preliminary  
 and not for  
 construction or  
 implementation  
 purposes.



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

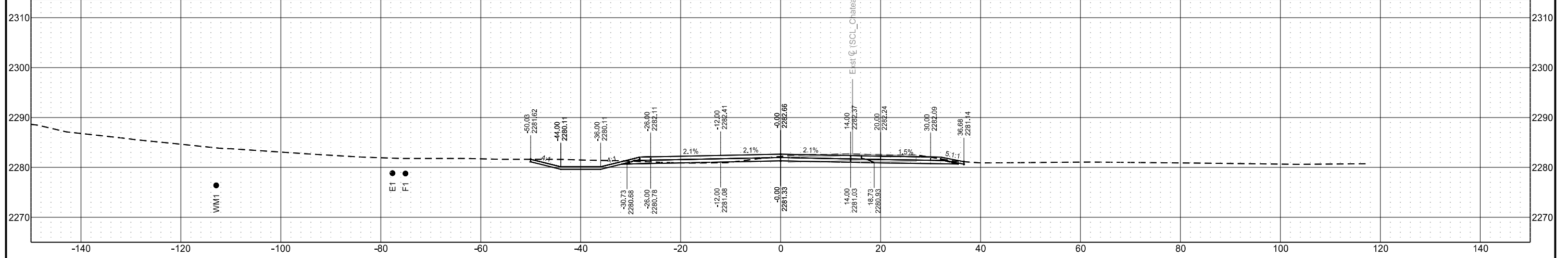
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	191

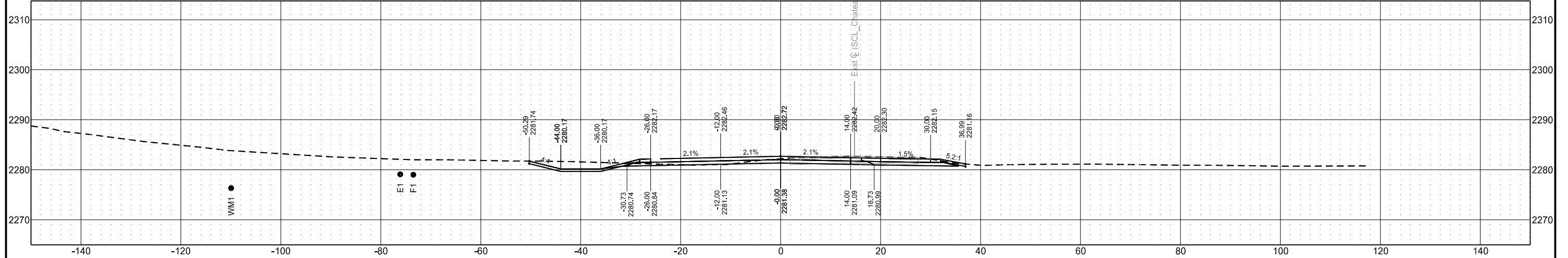
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

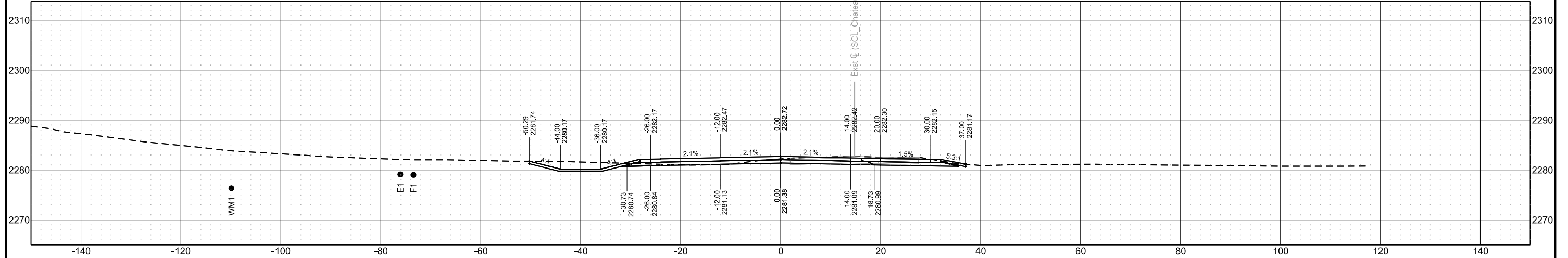
Sta 1041+87.00



Sta 1041+80.13



Sta 1041+80.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

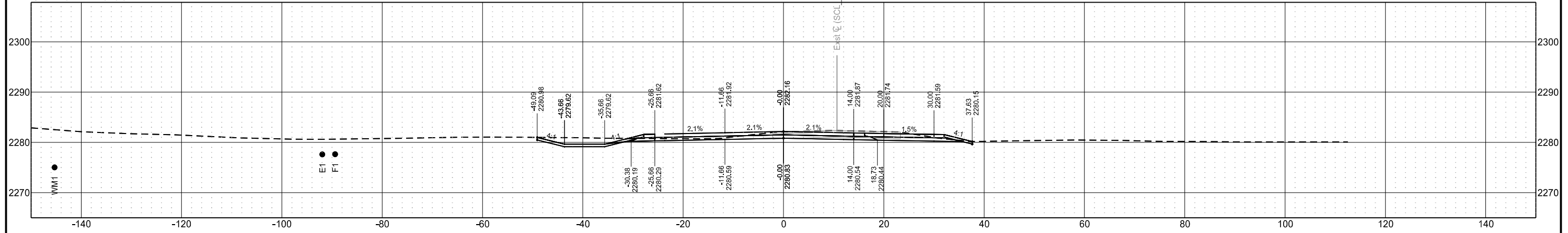
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	192

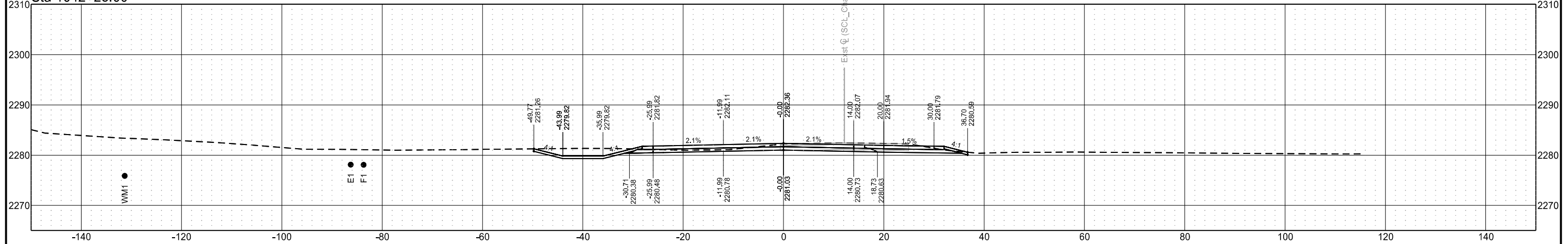
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

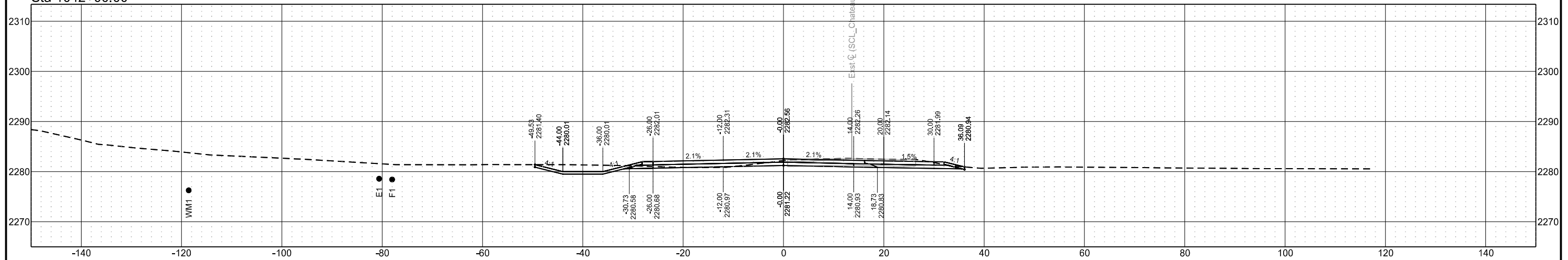
Sta 1042+50.00



Sta 1042+25.00



Sta 1042+00.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

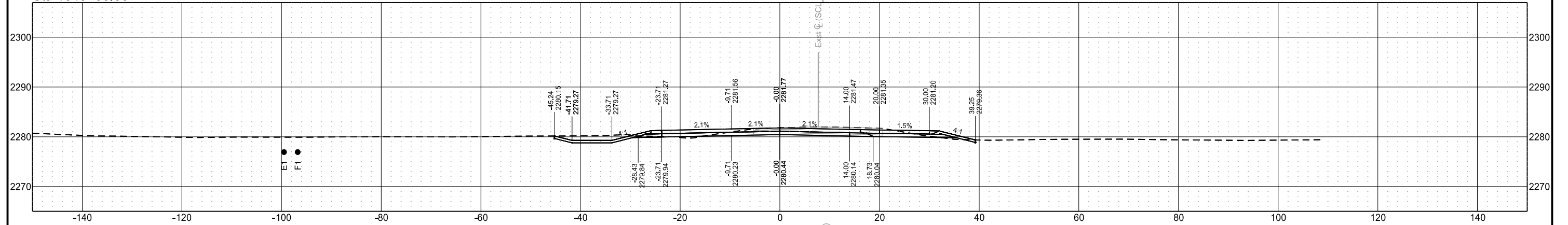
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	193

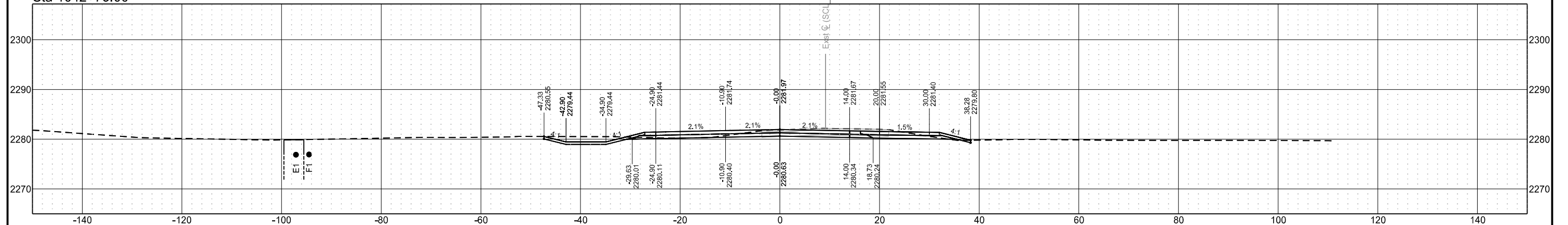
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

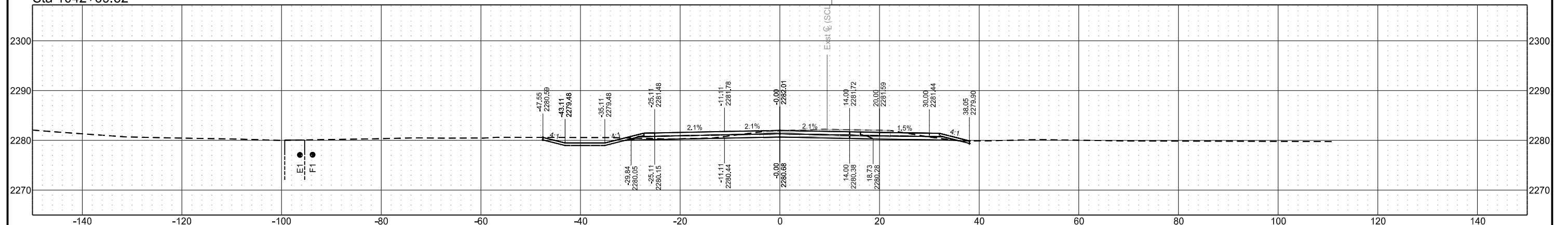
Sta 1043+00.00



Sta 1042+75.00



Sta 1042+69.32



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

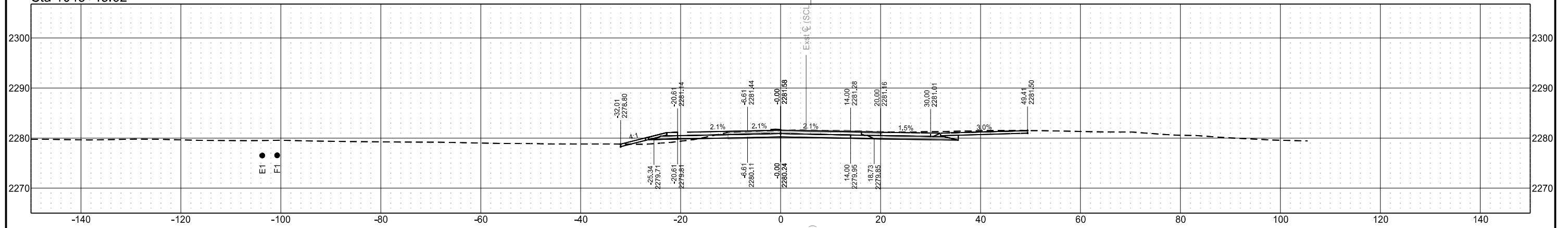
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	194

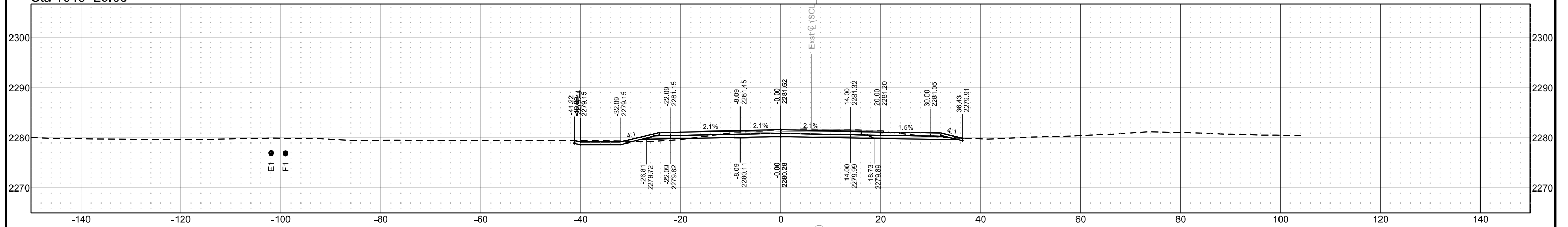
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

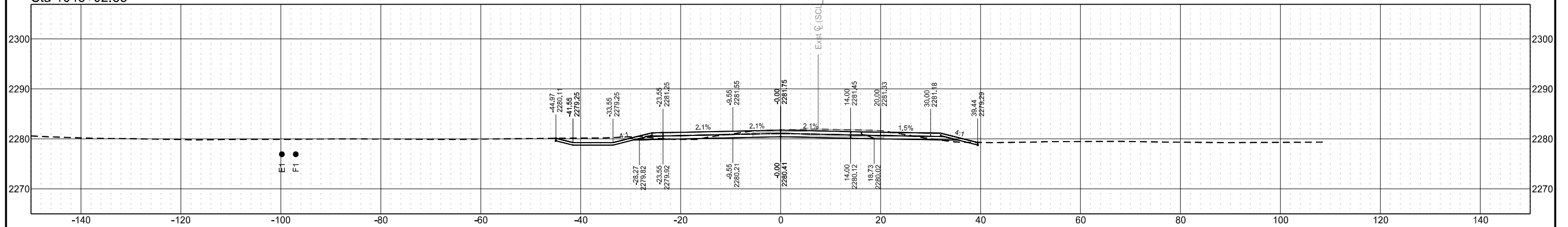
Sta 1043+43.62



Sta 1043+25.00



Sta 1043+02.83



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

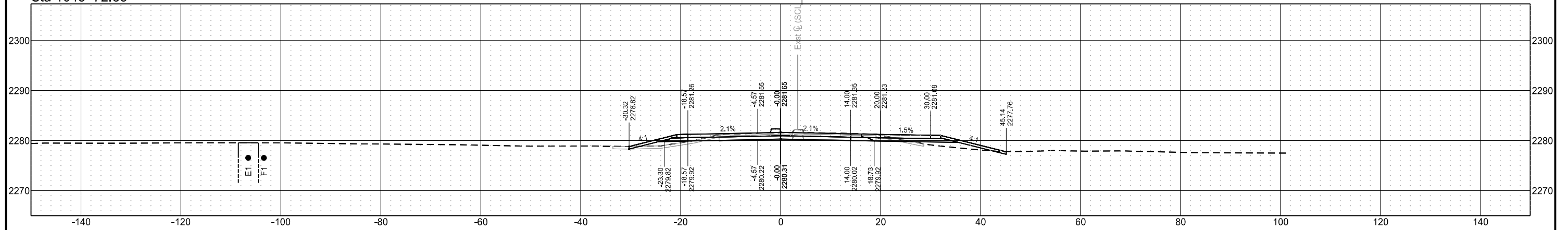
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	195

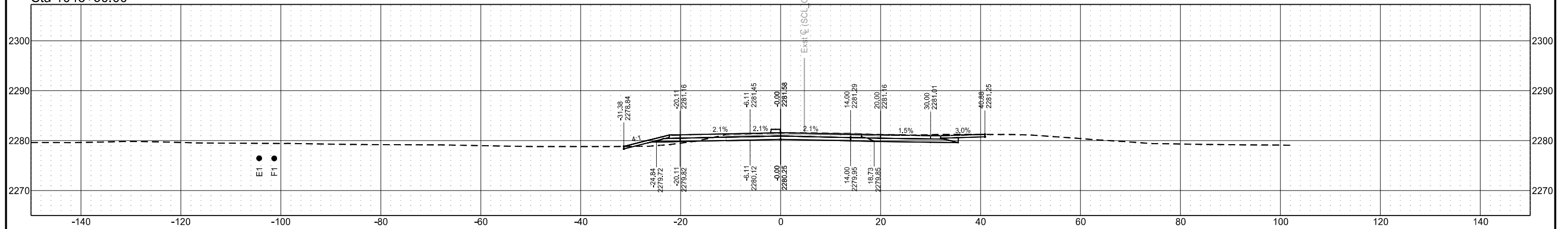
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

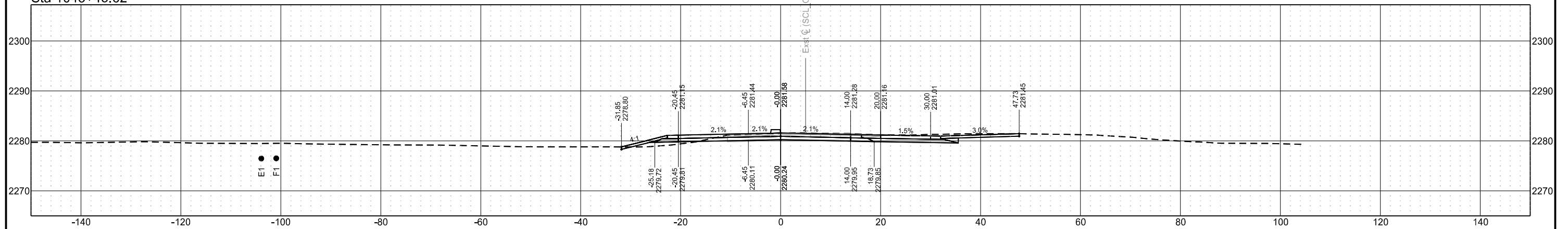
Sta 1043+72.83



Sta 1043+50.00



Sta 1043+45.62



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

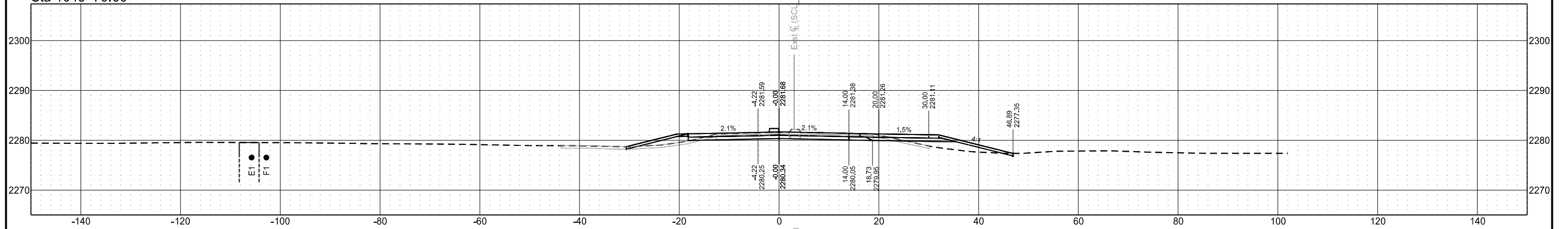
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	196

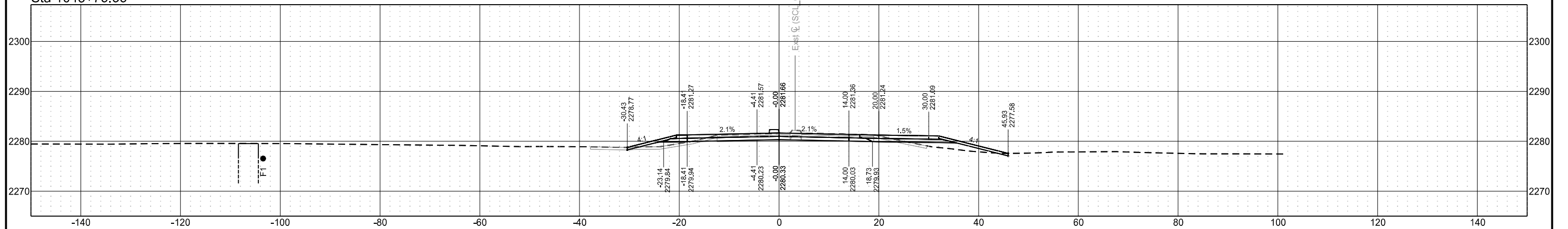
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

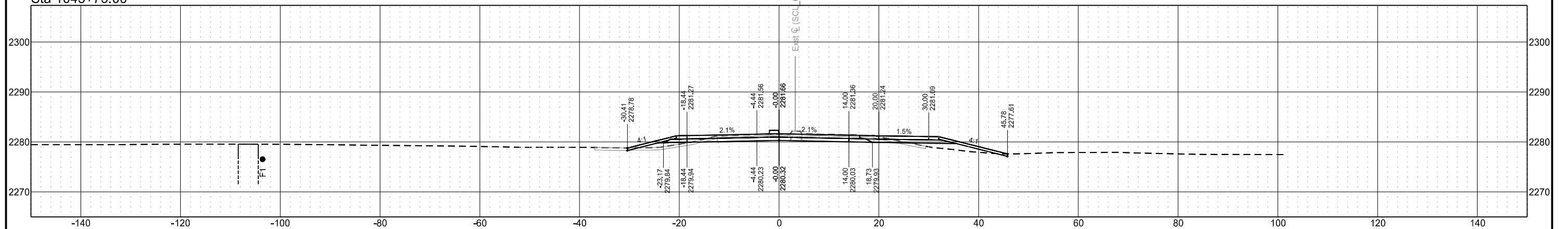
Sta 1043+79.00



Sta 1043+75.55



Sta 1043+75.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

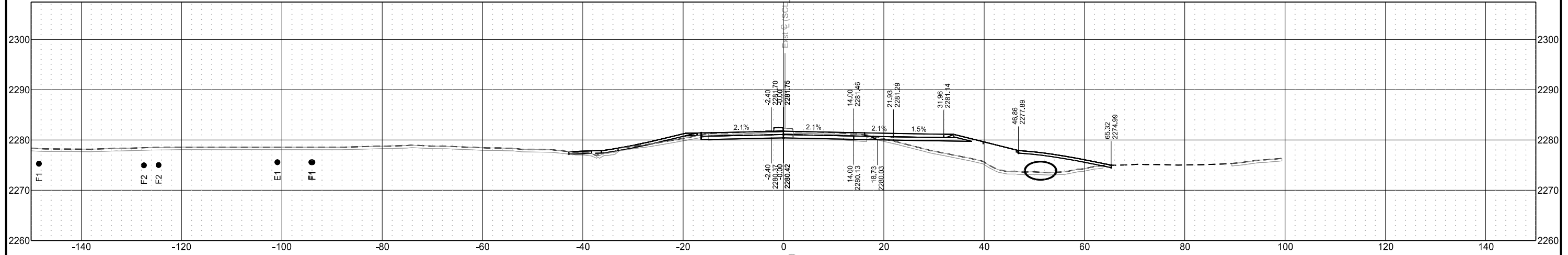
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	197

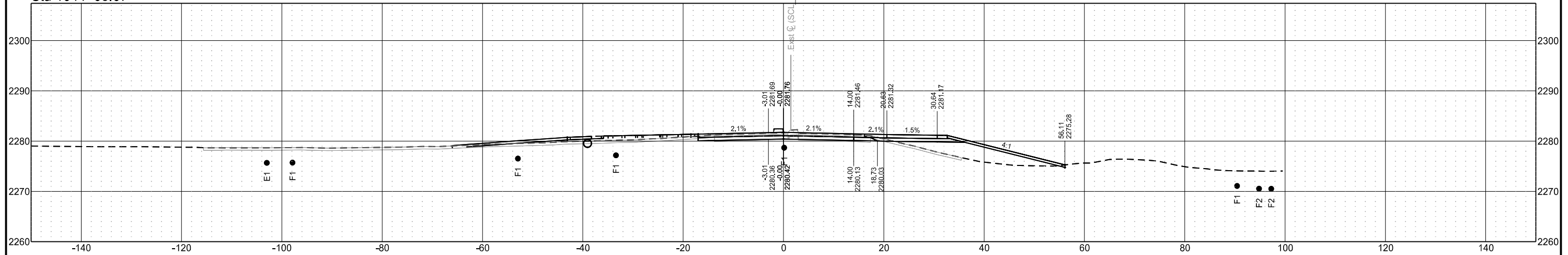
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

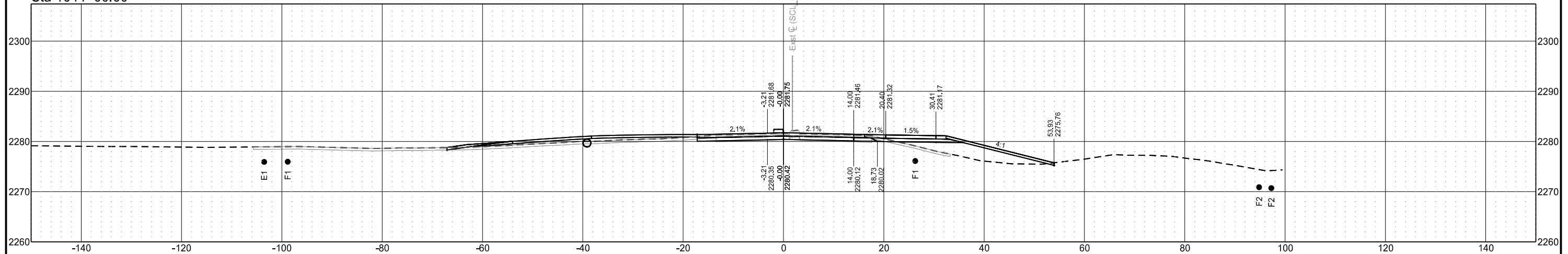
Sta 1044+25.00



Sta 1044+05.07



Sta 1044+00.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

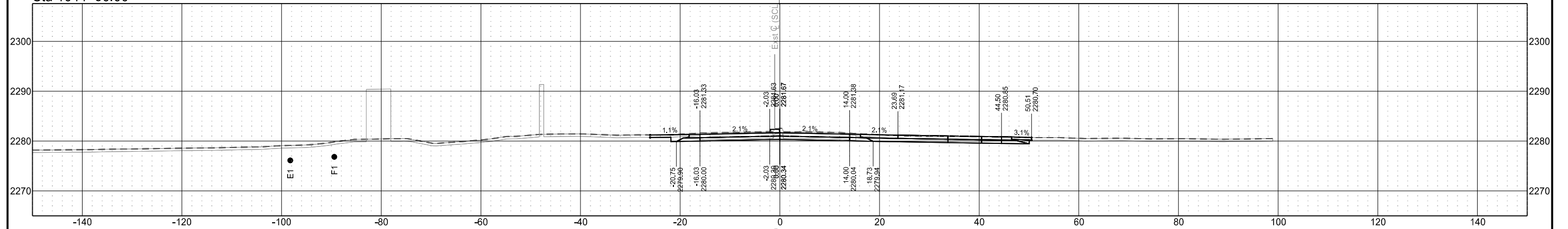
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	198

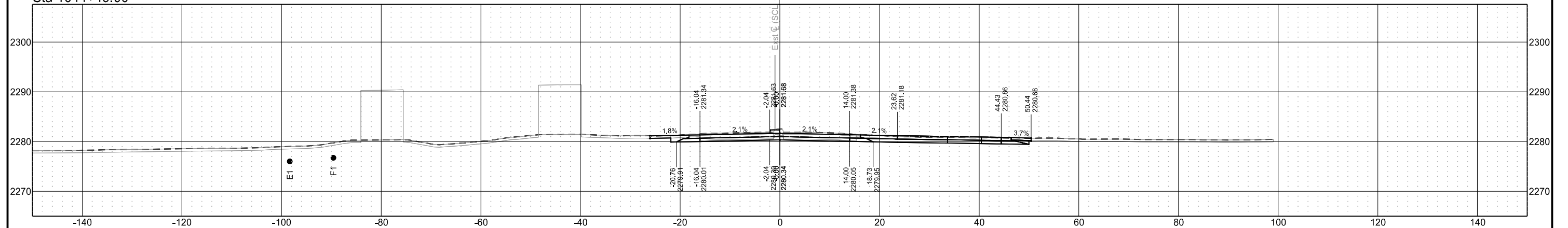
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

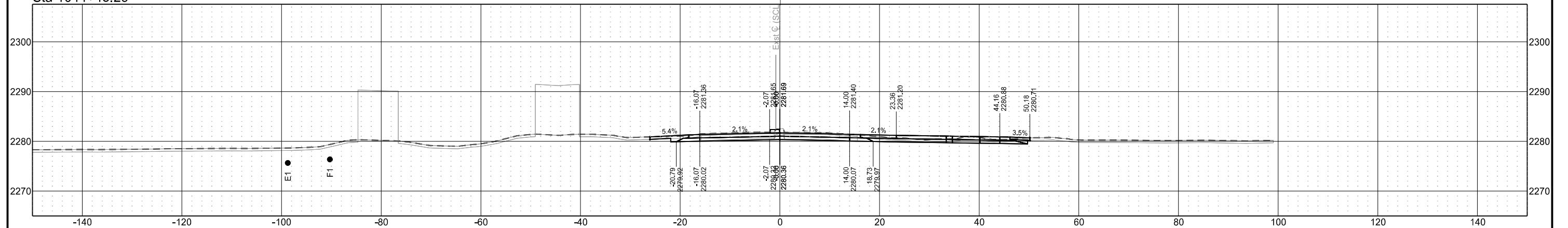
Sta 1044+50.00



Sta 1044+49.00



Sta 1044+45.29





Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

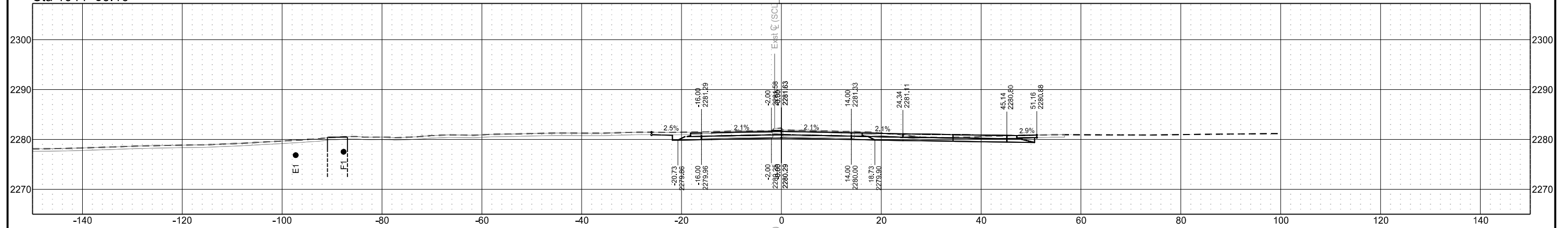
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	199

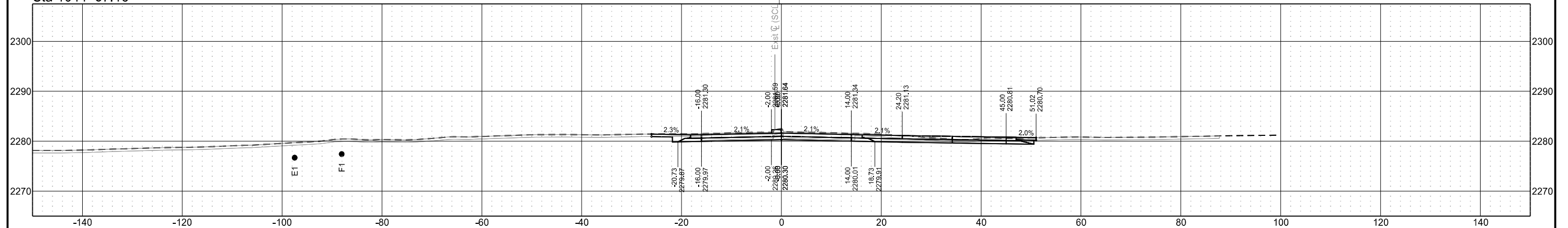
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

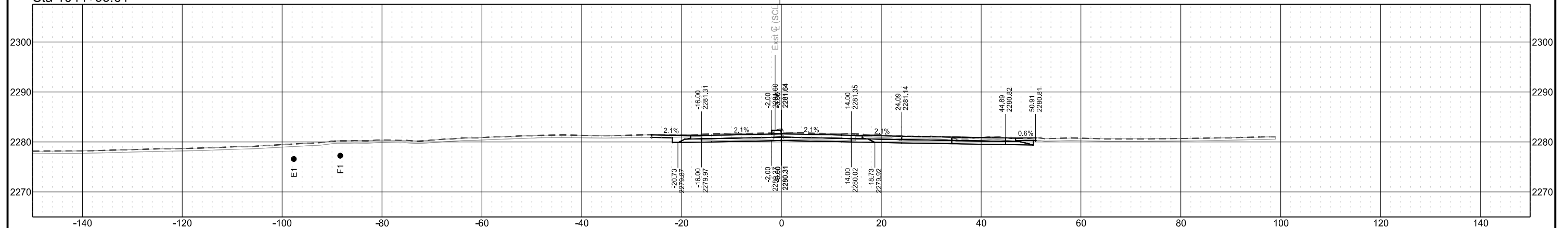
Sta 1044+59.16



Sta 1044+57.16



Sta 1044+55.61



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

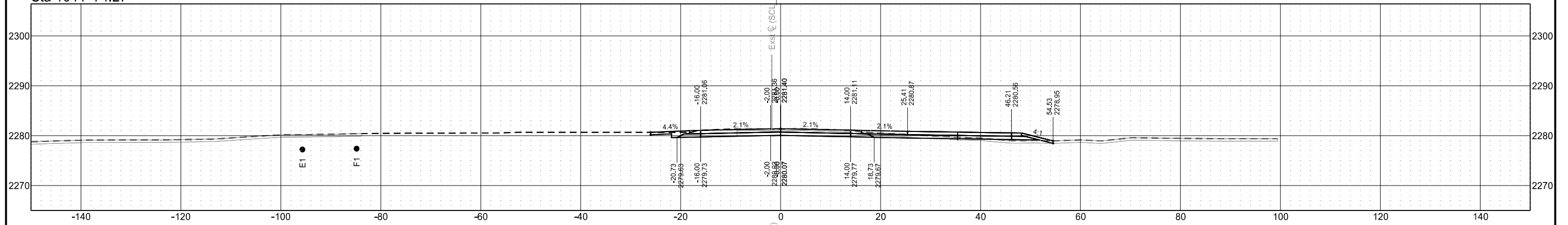
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	200

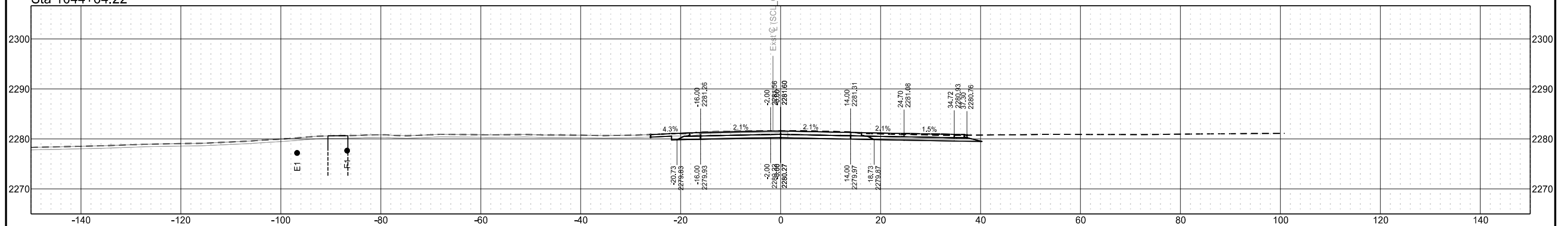
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

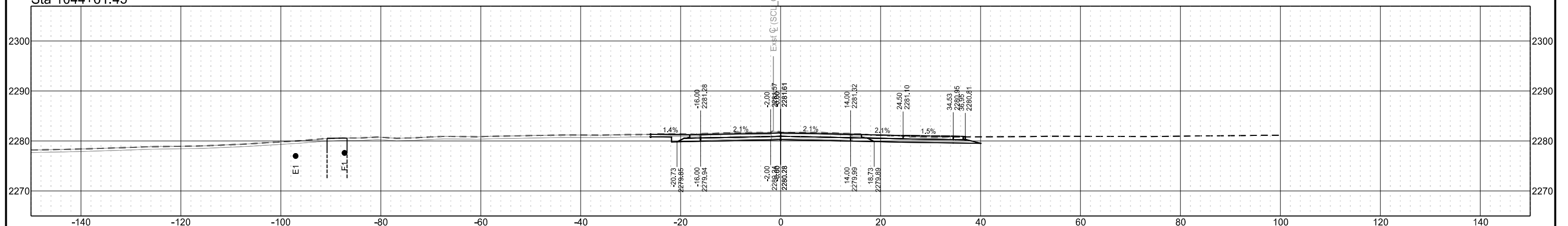
Sta 1044+74.27



Sta 1044+64.22



Sta 1044+61.45



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

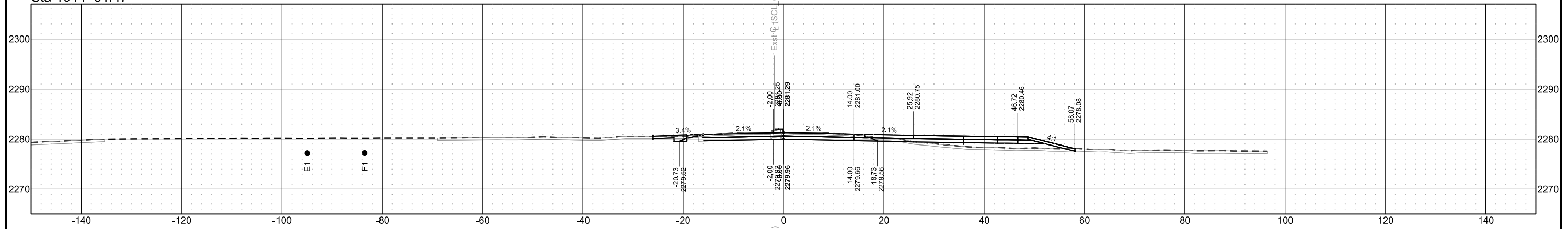
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	201

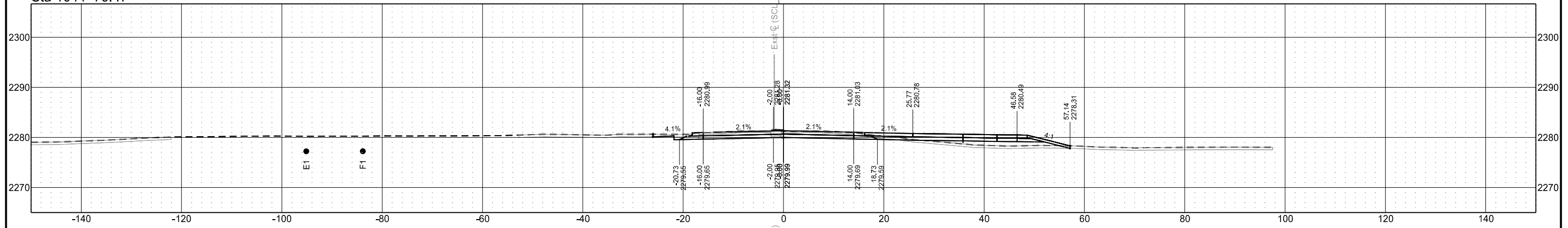
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

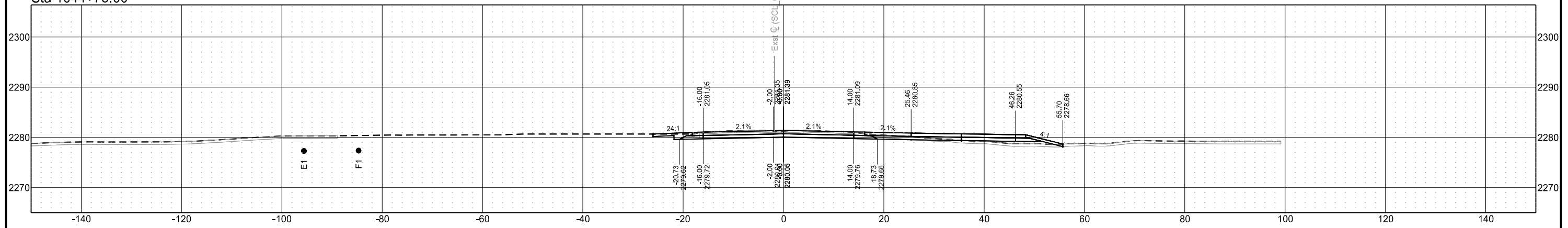
Sta 1044+81.47



Sta 1044+79.47



Sta 1044+75.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

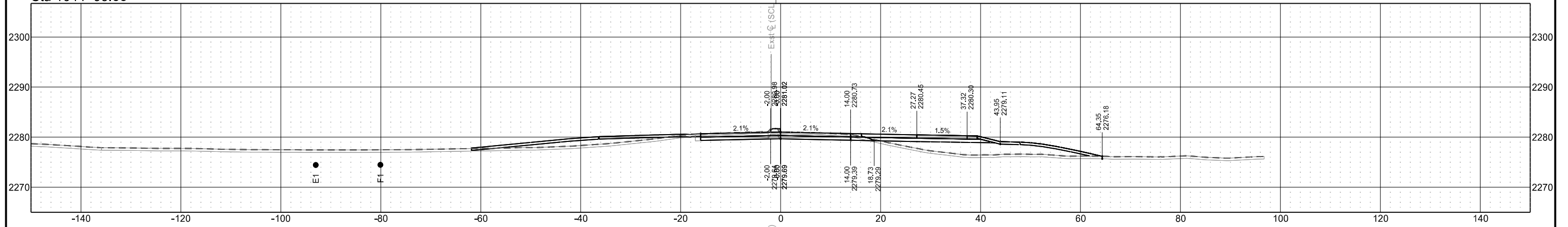
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	202

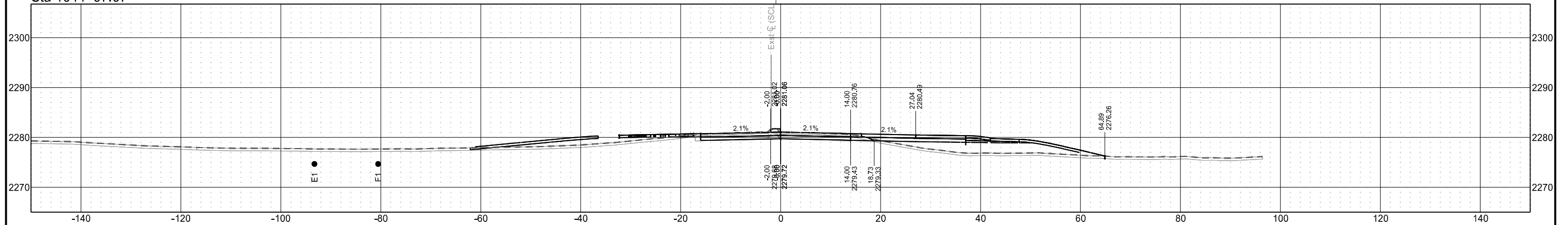
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

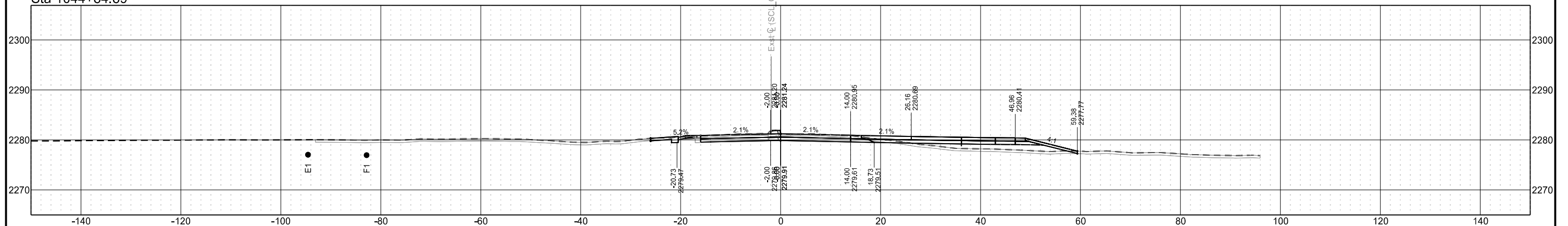
Sta 1044+99.55



Sta 1044+97.07



Sta 1044+84.89



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

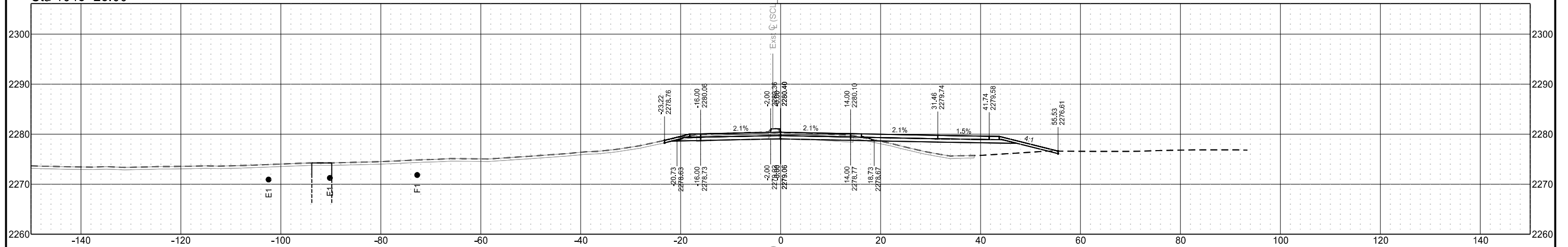
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	203

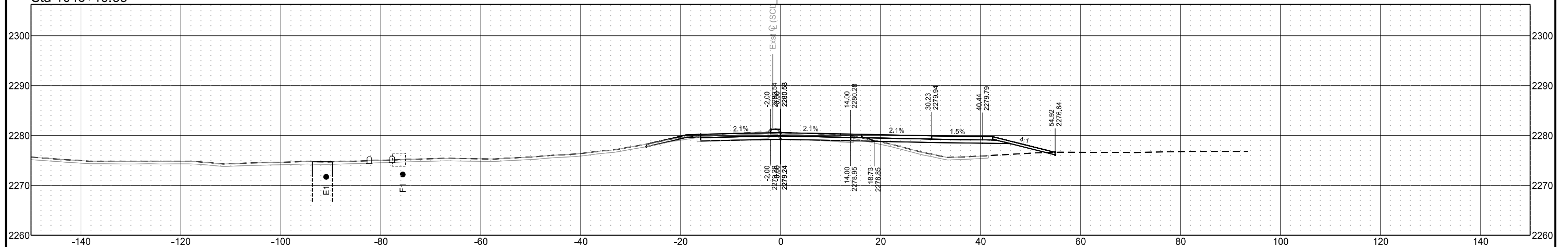
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

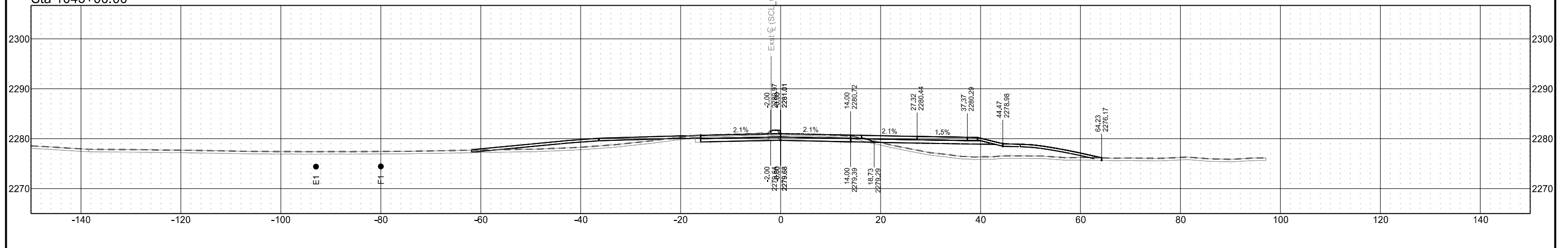
Sta 1045+25.00



Sta 1045+19.33



Sta 1045+00.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

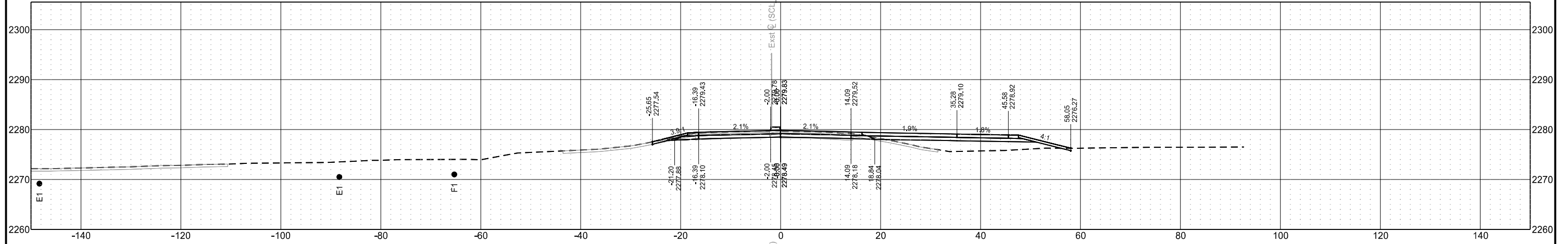
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	204

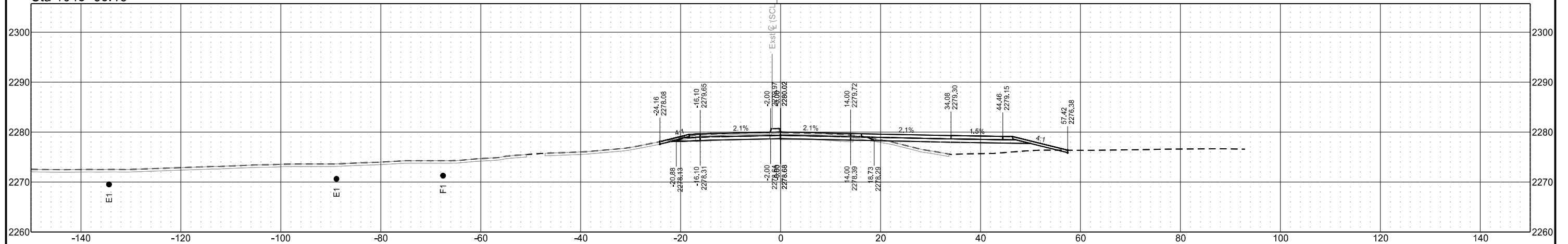
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

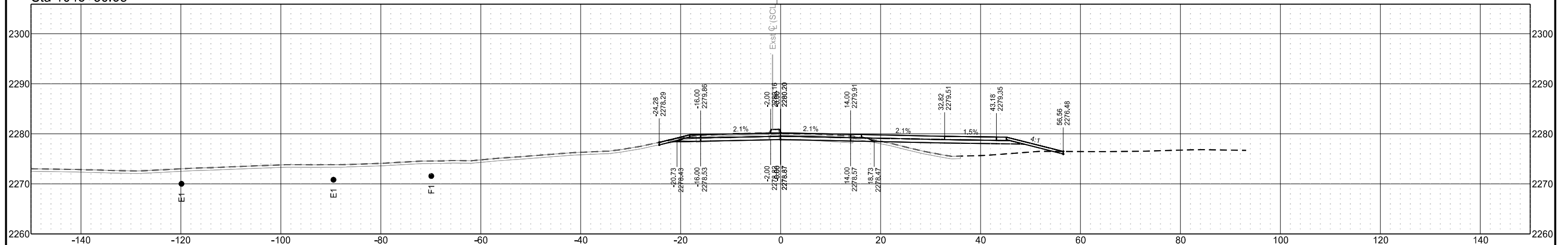
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Sta 1045+35.13



Sta 1045+30.53



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

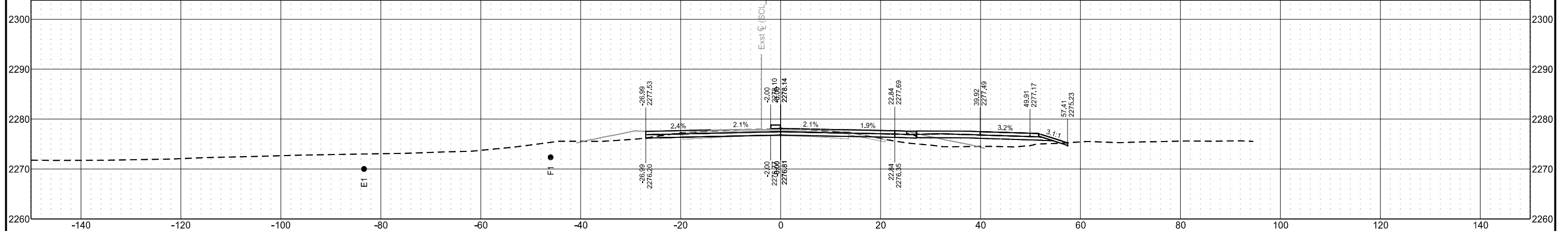
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	205

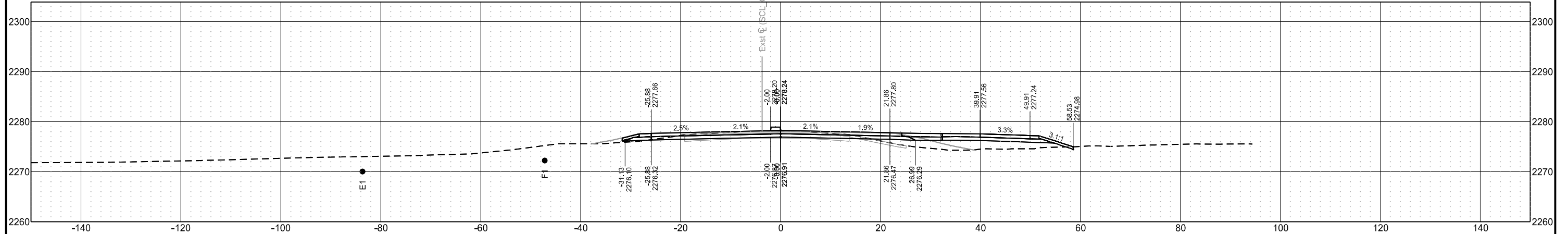
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

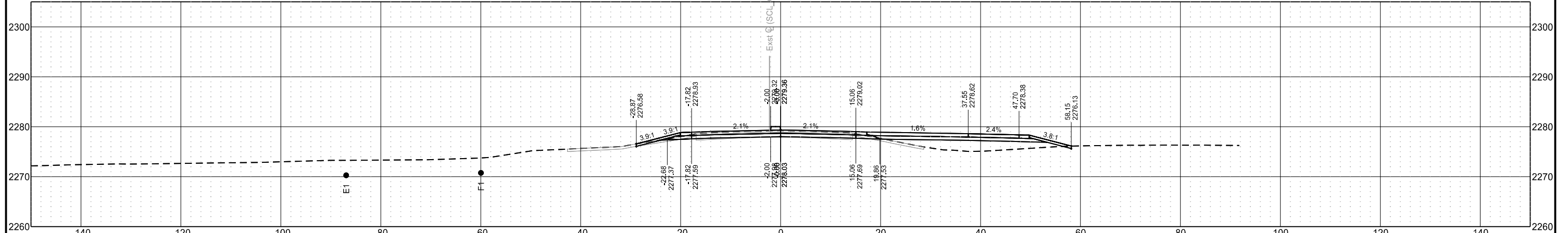
Sta 1045+77.30



Sta 1045+75.00



Sta 1045+50.00



Chain = OCL\_Chateau

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

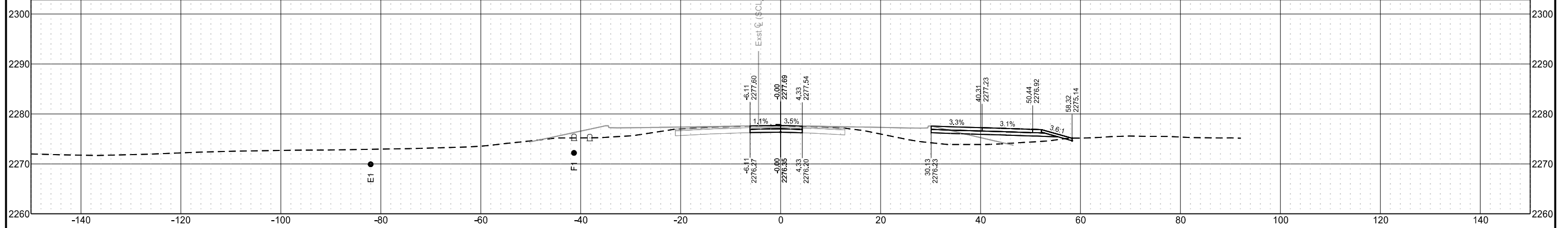
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	206

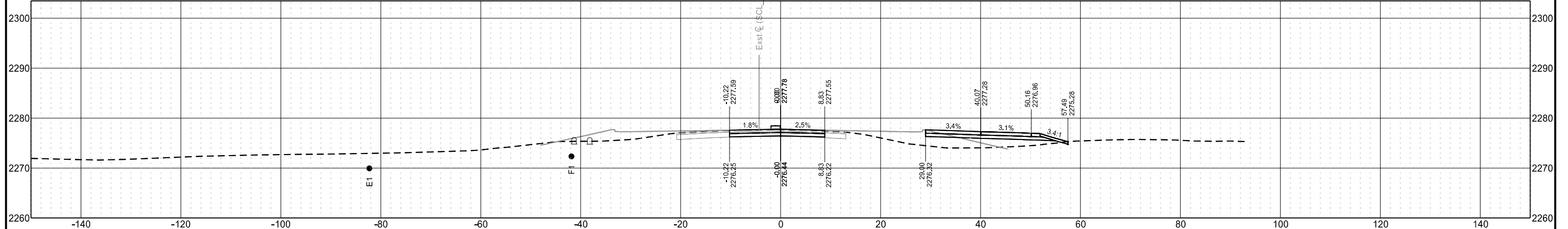
Cross Sections

PRELIMINARY - NOT FOR CONSTRUCTION

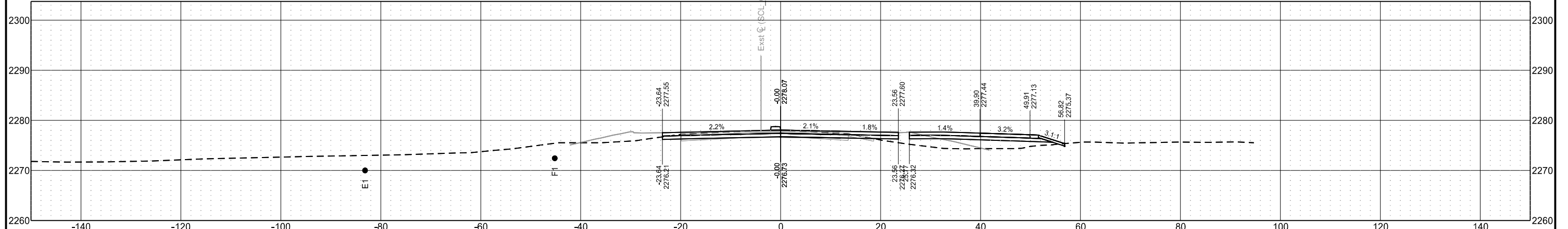
Sta 1045+87.47



Sta 1045+85.47



Sta 1045+78.93





Chain = OCL\_Chateau

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

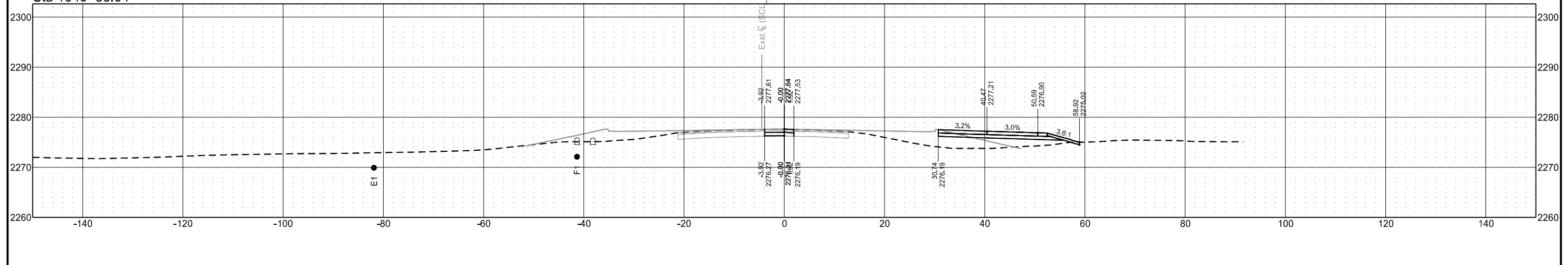
Segment F

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	207

PRELIMINARY - NOT FOR CONSTRUCTION

Cross Sections

Sta 1045+88.54



Chain = OCL\_Appr\_RRSouth

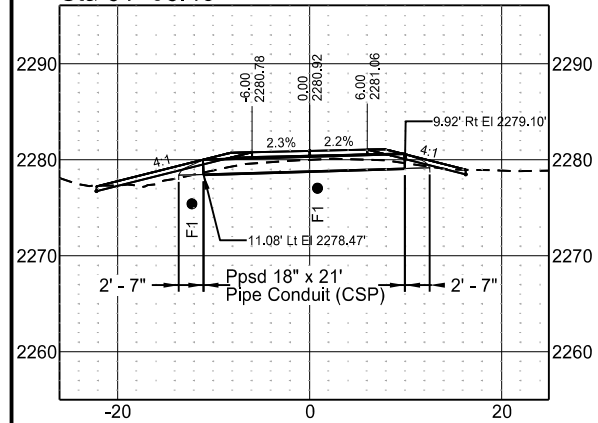
Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

Cross Sections Culverts

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	307

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+58.43



Chain = OCL\_Chateau

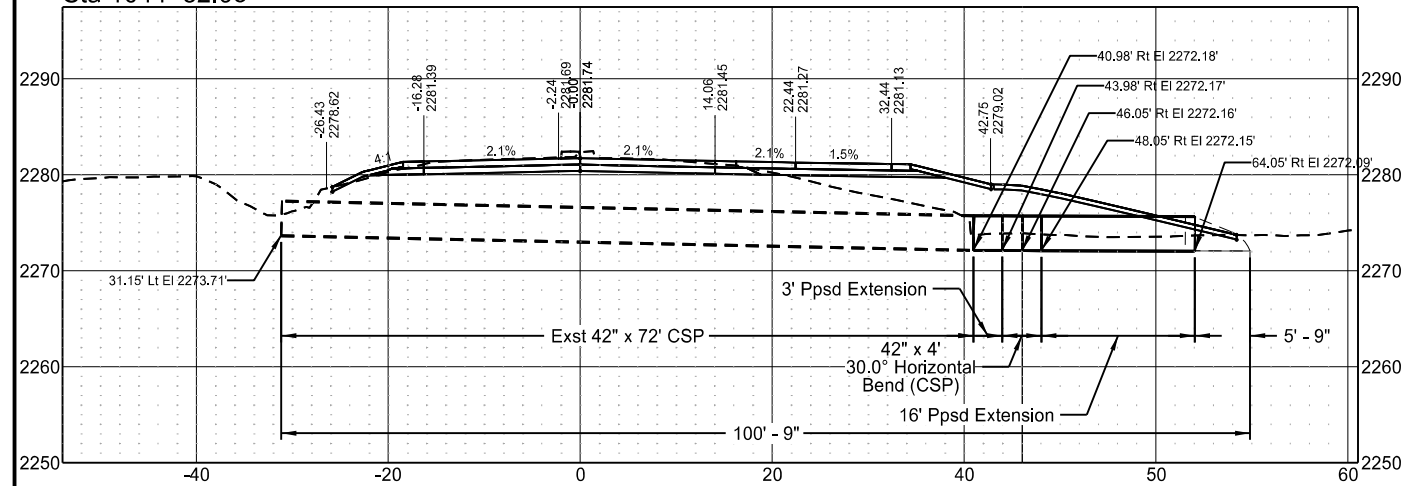
Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave

Cross Sections Culverts

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	308

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 1044+32.95



Chain = OCL\_Appr\_RRSouthLt

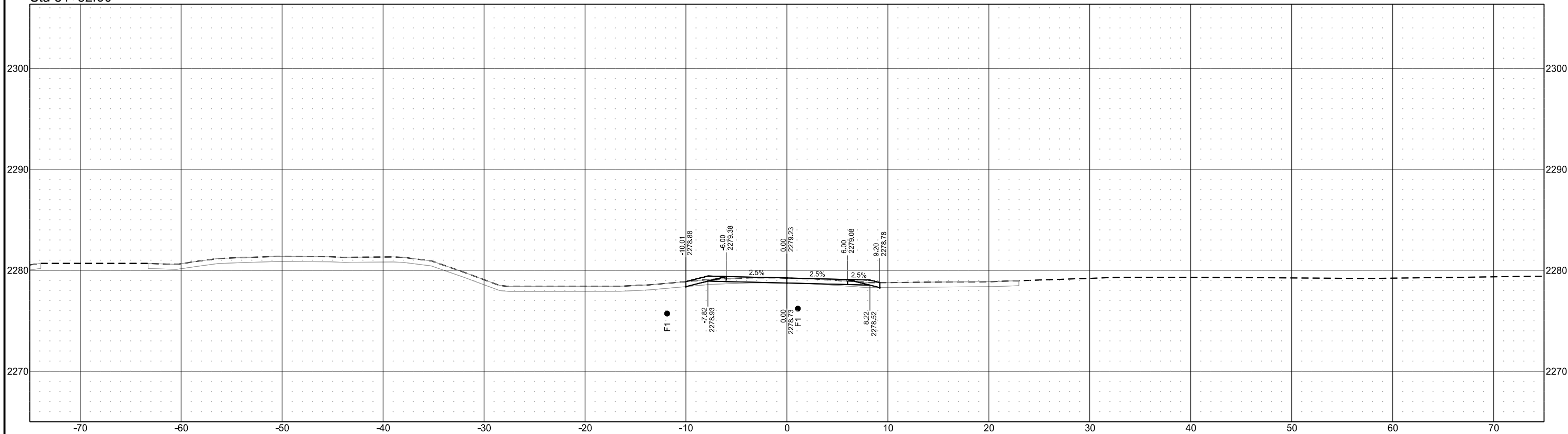
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	422

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+32.50



Chain = OCL\_Appr\_RRSouthLt

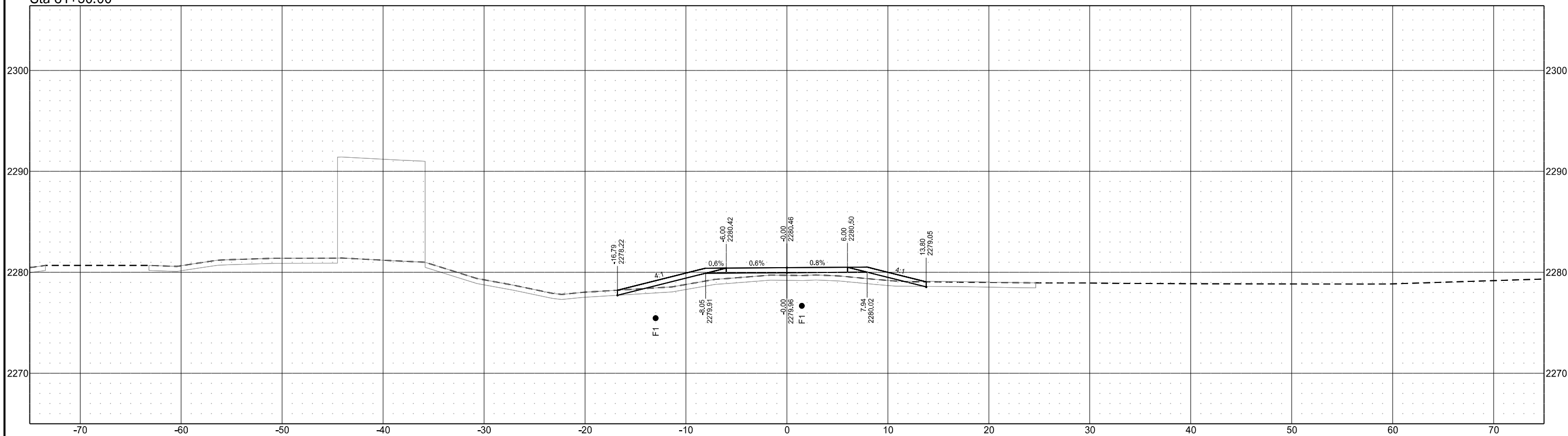
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	423

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+50.00



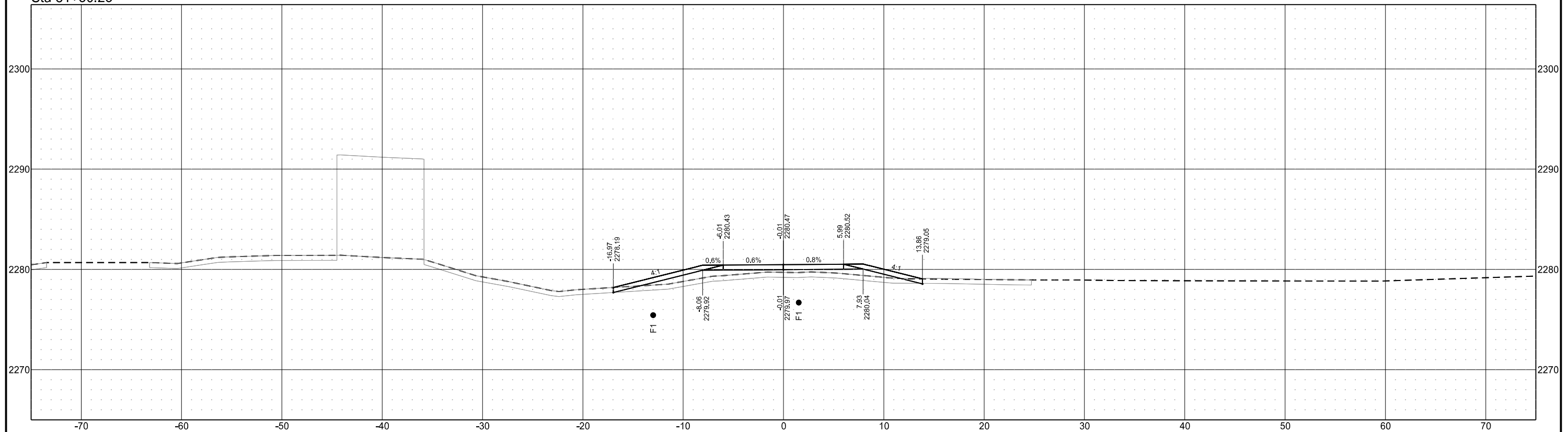
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	424

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+50.25



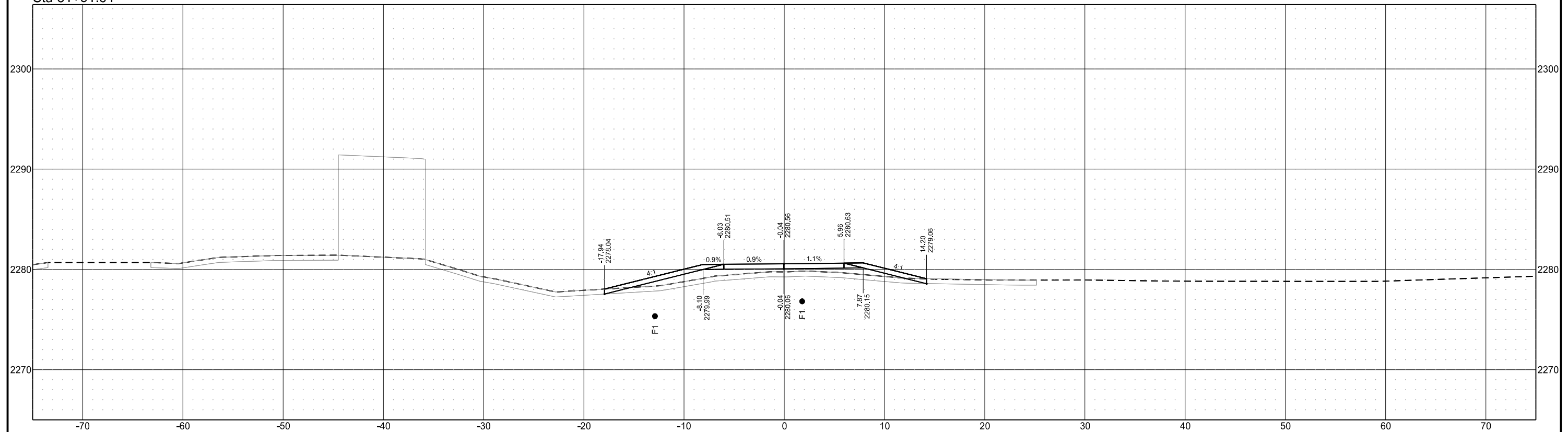
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	425

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+51.64



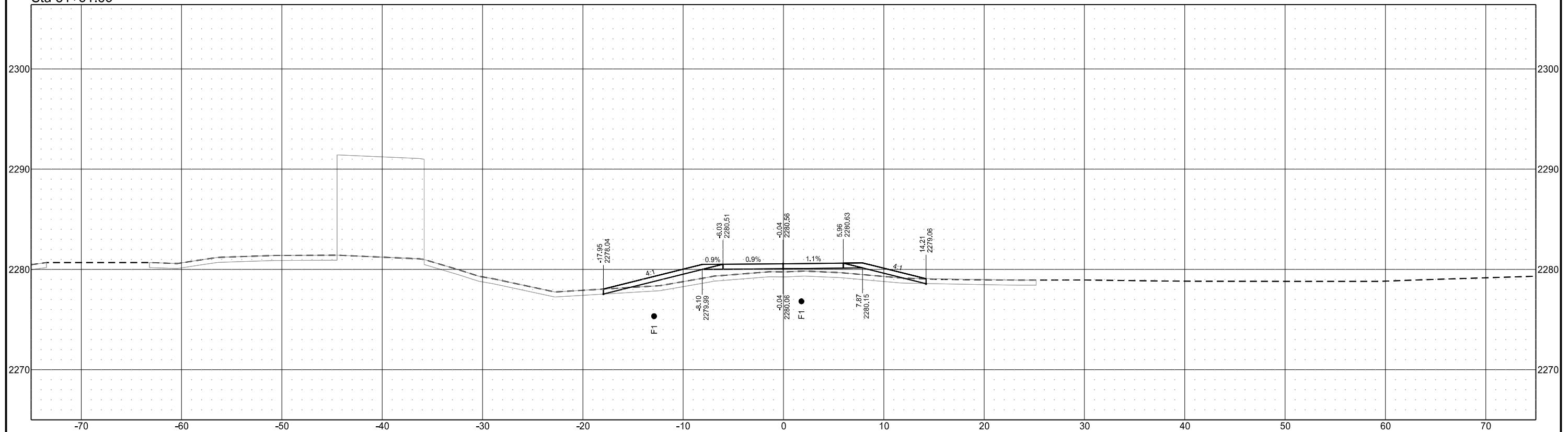
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	426

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+51.65





Chain = OCL\_Appr\_RRSouthLt

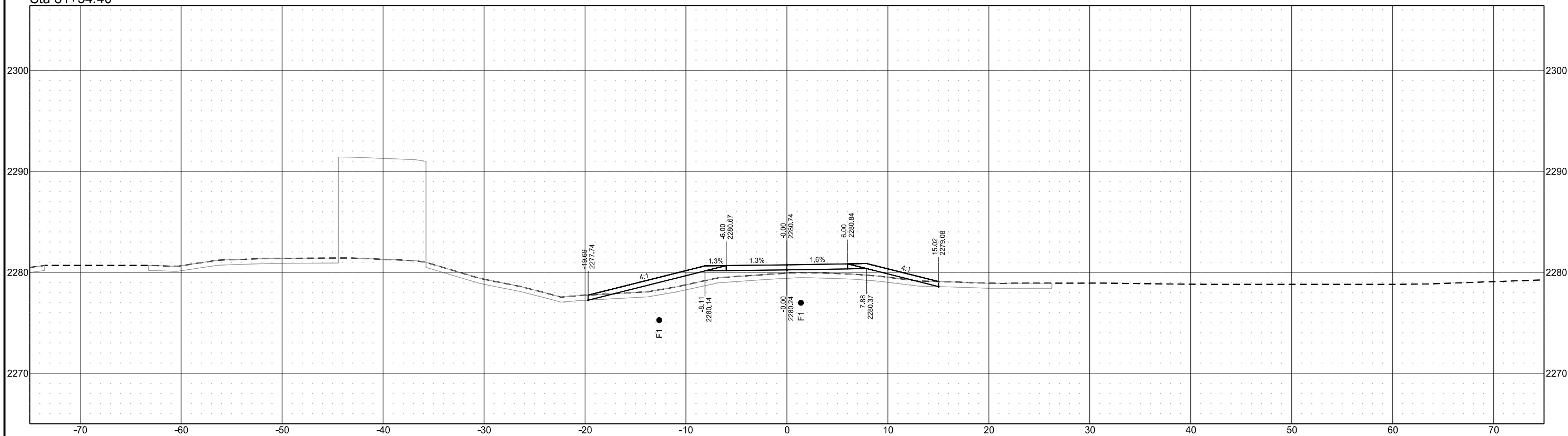
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	427

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+54.40



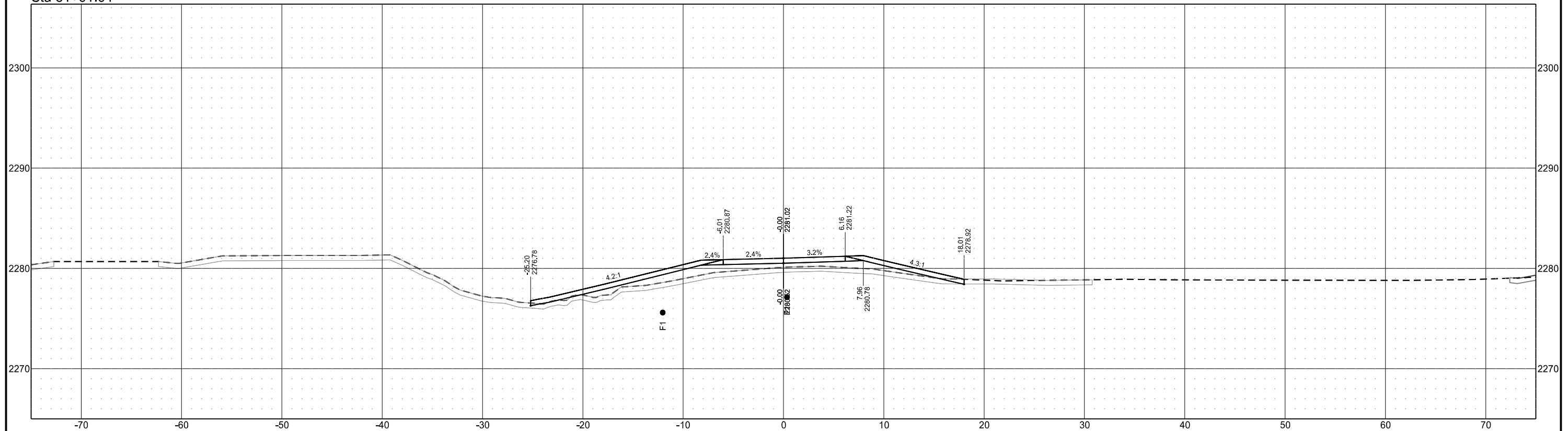
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	428

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+61.64



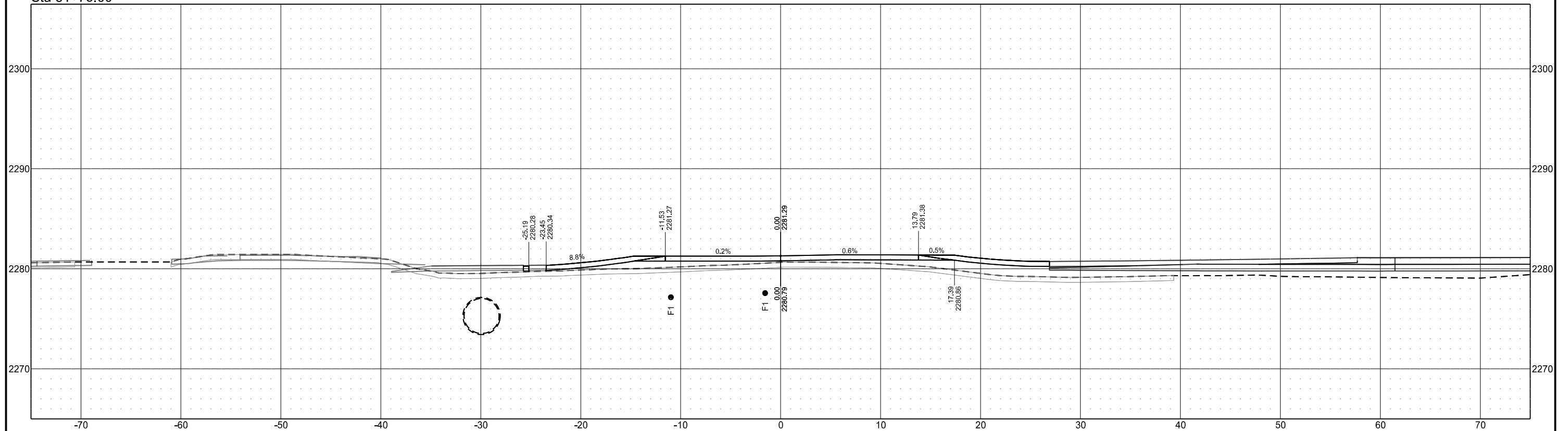
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Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave  
Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	429

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 81+75.00



Chain = OCL\_Appr\_RRNorthLt

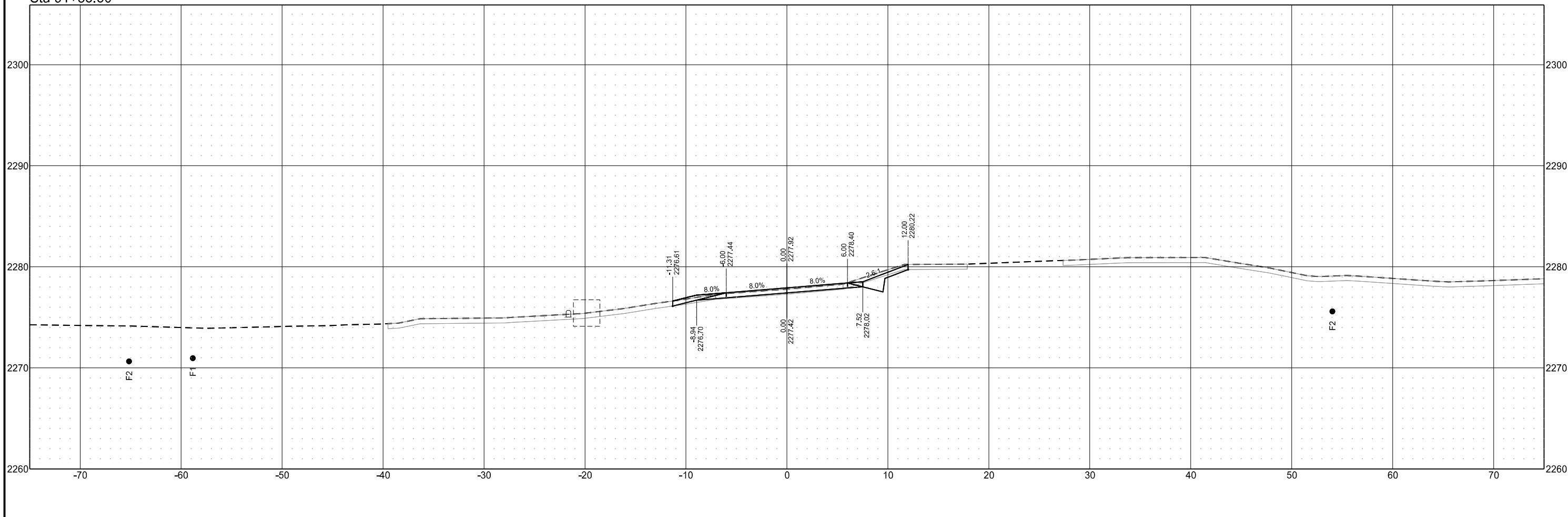
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	430

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+35.50



Chain = OCL\_Appr\_RRNorthLt

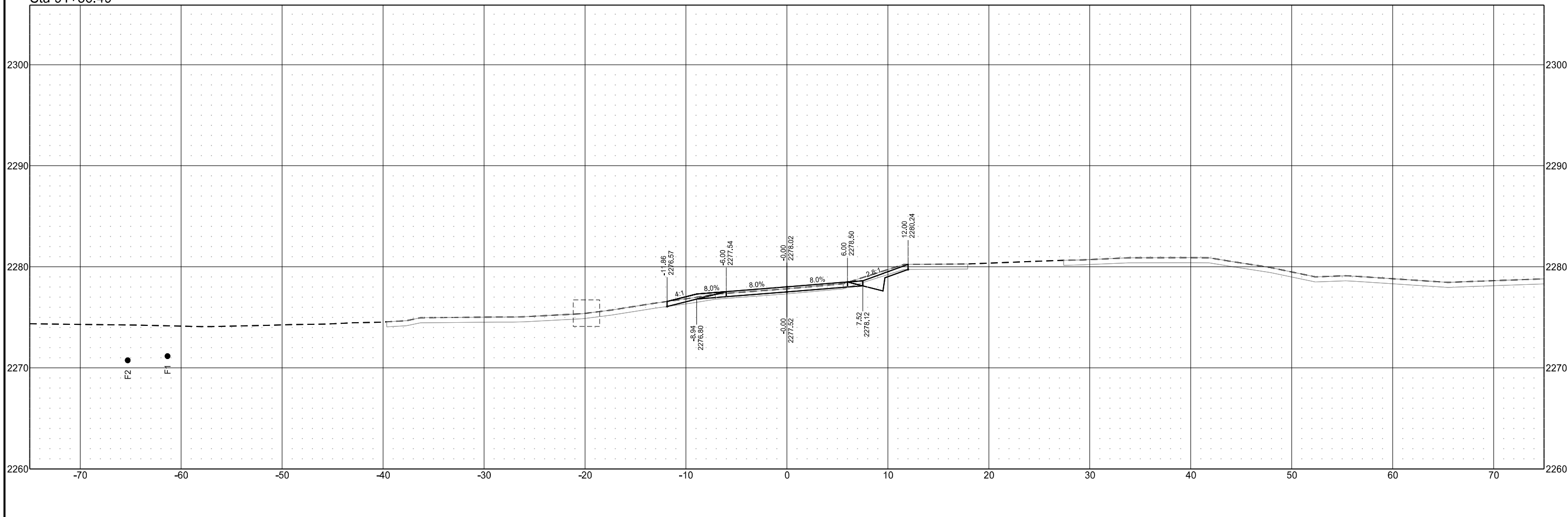
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	431

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+36.49



Chain = OCL\_Appr\_RRNorthLt

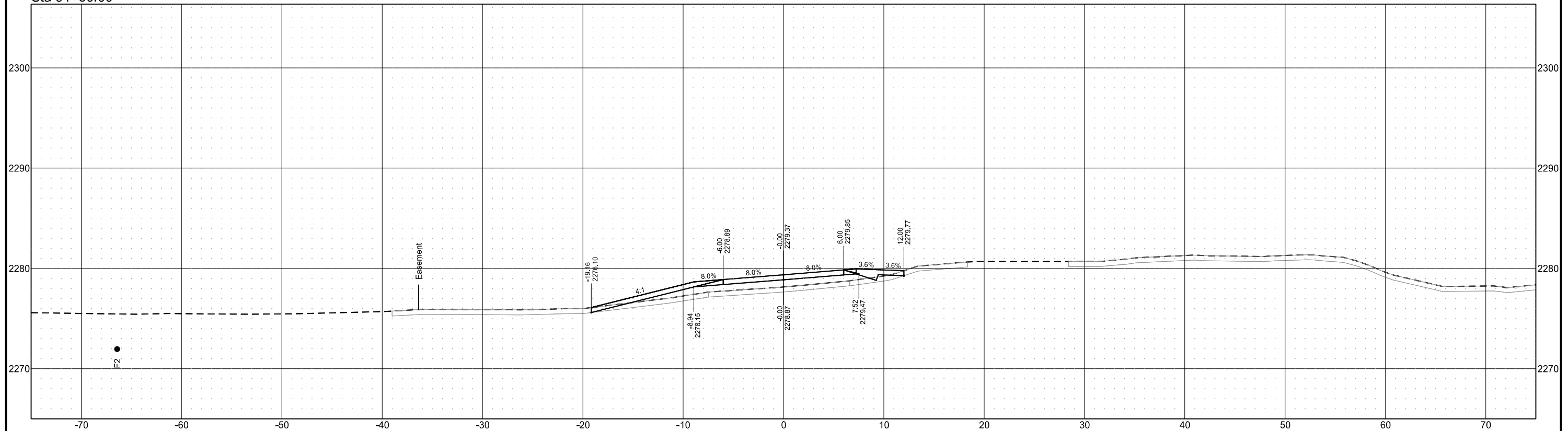
Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	432

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+50.00



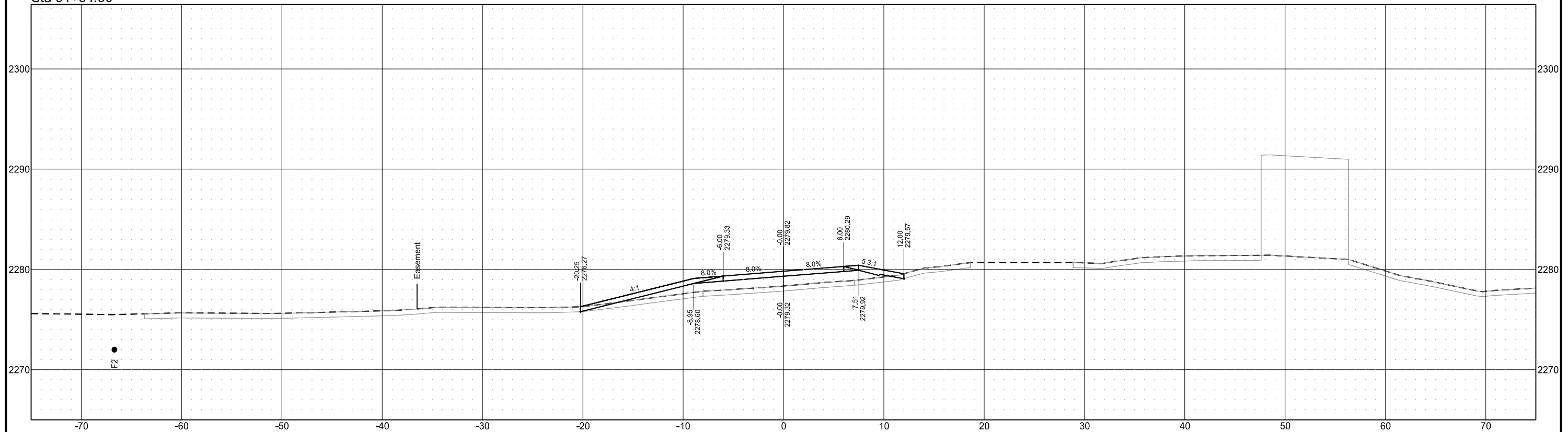
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	433

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+54.50



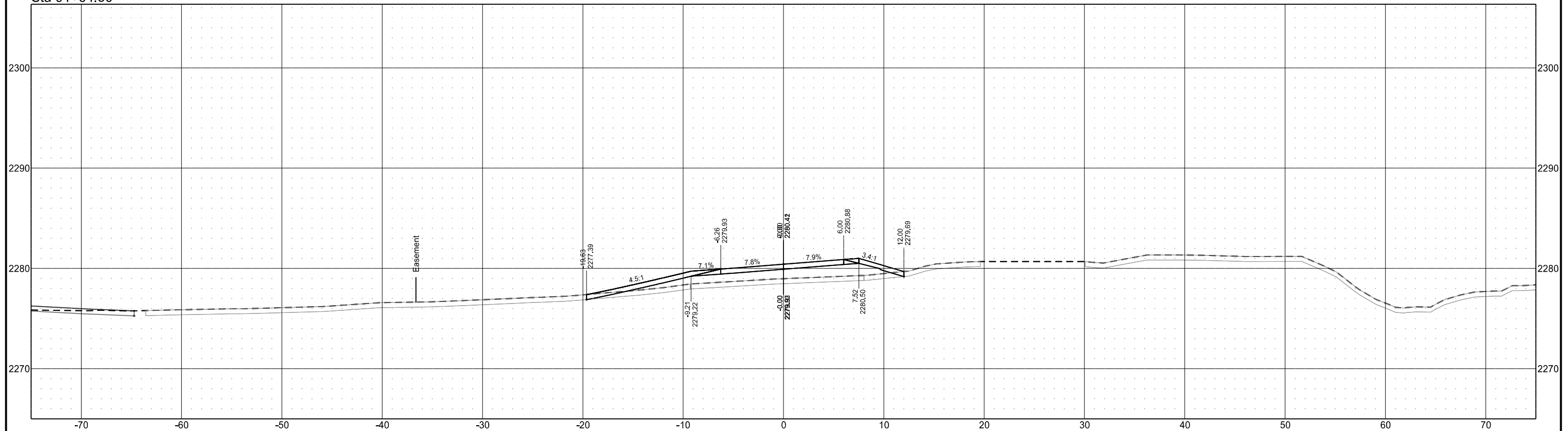
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Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	434

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+64.50





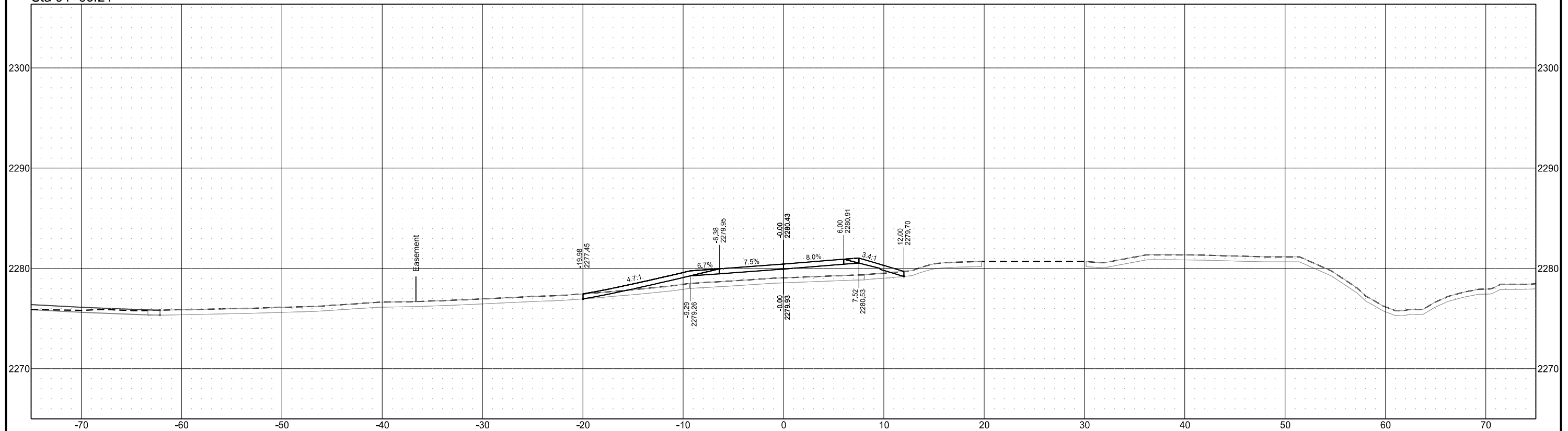
Chain = OCL\_Appr\_RRNorthLt

Chateau Road - Medora, ND  
 Burning Hills Amphitheater to Pacific Ave  
 Cross Sections Approaches

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SS-FTF-5-999(036)	200	435

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+65.21



Chain = OCL\_Appr\_RRNorthLt

Chateau Road - Medora, ND  
Burning Hills Amphitheater to Pacific Ave

Cross Sections Approaches

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SS-FTF-5-999(036)	200	436

PRELIMINARY - NOT FOR CONSTRUCTION

Sta 91+75.00

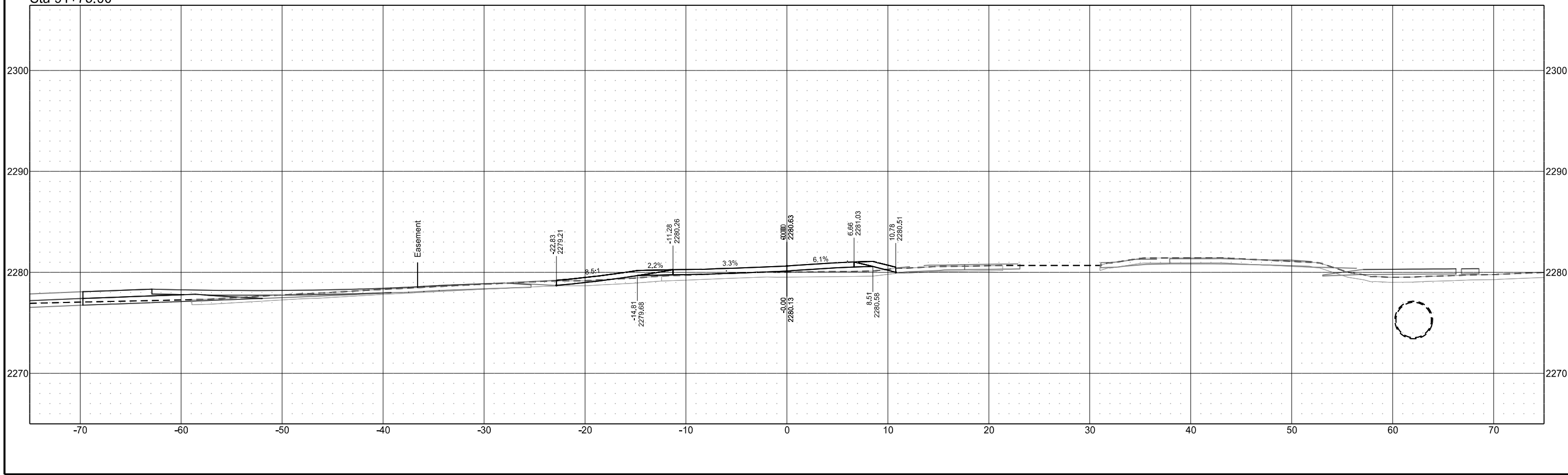


EXHIBIT B

(Intentionally Deleted.)



## EXHIBIT "C"

### CONTRACTOR REQUIREMENTS

#### 1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the Chateau Road Reconstruction Project which encounters an at-grade quiet zone crossing designated by DOT #060443A located on BNSF Line Segment 39 at Milepost 149.636 near Medora, ND (the "Project"); Project SS-FTF-5-999(036), PCN 24246.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction



License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Director - Office of Project Development  
North Dakota Department of Transportation  
608 East Boulevard Ave  
Bismarck, ND 58505

- E.** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F.** The Contractor must notify **NDDOT** at 701-328-4760 and Railway's Manager Public Projects, telephone number 763-782-3476; alexander.fiorini@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file **BF-20550074**.
- G.** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must



be stamped by a registered professional engineer licensed to practice in the state the Project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the Project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

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

## **2) Contractor Safety Orientation**

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

## **3) Railway Requirements**

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting



from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- B.** The Contractor must notify the Railway's Division Engineer Jessa Shepard at (406-941-1007) and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C.** The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D.** Upon completion of construction, the following clearances shall be maintained:
- 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail
- E.** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **NDDOT** and must not be undertaken until approved in writing by the Railway, and until the **NDDOT** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F.** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.



- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **NDDOT** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the Project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway





Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.eRailsafe.com](http://www.eRailsafe.com), in addition to any other applicable regulatory requirements.
  - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
  - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
  - iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.



## 5) Railway Flagger Services

**A.** The Contractor must give Railway's **Roadmaster Levi Burch (telephone (406) 852-3623)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

i) FOR THIS PROJECT BNSF IS UNABLE TO PROVIDE FLAGGING SERVICES THEREFORE, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail: BNSFinfo@railpros.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.

**B.** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- i) When, upon inspection by Railway's Representative, other conditions warrant.
- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- iii) When work in any way interferes with the safe operation of trains at timetable speeds.



- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

**C. Flagging services will be performed by qualified Railway flaggers.**

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **NDDOT**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is 8 freight trains per 24-hour period at a timetable speed 40 MPH and N/A passenger trains at a timetable speed of N/A MPH.

**6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work



performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D.** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the Project must be notified. A minimum of two employees must be present at all times.
- E.** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F.** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the Project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the Project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the Project prior to the start of any work and must be posted at the job site.
- G.** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.



- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the Project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated



to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## 7) Excavation

- A.** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Engineering Representative Dan Peltier (763-782-3495, Daniel.peltier@BNSF.com)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B.** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C.** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D.** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## 8) Hazardous Waste, Substances and Material Reporting:



- A)** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## **9) Personal Injury Reporting**

- A.** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the Project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)  Non-employee (N)  
*(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- Contractor/safety sensitive (F)  Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)  Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:  
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
 (Name) (Employee No.) (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**





### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_  
\_\_\_\_\_

Treatment:  
 First Aid Only  
 Required Medical Treatment  
 Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



**EXHIBIT "C-1"**

**Agreement Between  
BNSF RAILWAY COMPANY  
and the  
CONTRACTOR**

**Railway File:** \_\_\_\_\_

**Agency Project:** **SS-FTF-5-999(036) PCN 24246 – Chateau Road - Medora**

\_\_\_\_\_ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, with **NDDOT** for the performance of certain work in connection with the following project: Construction of the Chateau Road Reconstruction Project which encounters an at-grade quiet zone crossing designated by DOT #060443A located on BNSF Line Segment 39 at Milepost 149.636 near Medora, ND (the "Project"). Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **NDDOT** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:



## 1) RELEASE OF LIABILITY AND INDEMNITY

- A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**
- B. **THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.



D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## 2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the Project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## 3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

### A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury and Advertising Injury
- (3) Fire legal liability
- (4) Products and completed operations



- ii) This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:
  - (1) The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
  - (2) Waiver of subrogation in favor of and acceptable to Railway.
  - (3) Additional insured endorsement in favor of and acceptable to Railway.
  - (4) Separation of insureds.
  - (5) The policy shall be primary and non-contributing with respect to any insurance carried by Railway.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

**B. Business Automobile Insurance**

- i) This insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
  - (1) Bodily injury and property damage
  - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:



- (1) Waiver of subrogation in favor of and acceptable to Railway.
- (2) Additional insured endorsement in favor of and acceptable to Railway.
- (3) Separation of insureds.
- (4) The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

**C. Workers Compensation and Employers Liability Insurance**

- i) This insurance will include coverage for, but not limited to:
  - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy will contain the following endorsements or language, which will be indicated on the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability Insurance**

- i) This insurance will name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - (1) Endorsed to include the Pollution Exclusion Amendment
  - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
  - (3) Endorsed to remove any exclusion for punitive damages.



- (4) No other endorsements restricting coverage may be added.
- (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- (6) Definition of "Physical Damage to Property" shall be endorsed to read:  
"means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

**E. Other Requirements:**

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include



a deductible, self-insured retention or other financial responsibility for claims.

- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: BNSF@certfocus.com  
www.certfocus.com

- vi) Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk





management practices in the railroad industry and underwriting practices in the insurance industry.

- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.



#### **4) SALES AND OTHER TAXES**

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor



is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **6) TRAIN DELAY**

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.



- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's representative Levi Burch at least 4 weeks' advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the Project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the Project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

\_\_\_\_\_  
Contractor Legal Name

**BNSF RAILWAY COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Title: Manager Public Projects

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

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

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



EXHIBIT D

(Intentionally Deleted.)

DRAFT



Exhibit E

### NONDISCRIMINATION CLAUSES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

## Exhibit E

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Exhibit E



- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT F

(Intentionally Deleted.)

EXHIBIT G

(Intentionally Deleted.)

EXHIBIT H  
FORM OF EASEMENTS

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**EASEMENT AGREEMENT  
FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE**

THIS EASEMENT AGREEMENT FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE ("**Easement Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and NORTH DAKOTA DEPARTMENT OF TRANSPORTATION ("**Grantee**").

A Grantor owns or controls certain real property situated at or near the vicinity of City of Medora, County of Billings, State of North Dakota, at Railroad Line Segment 39 Railroad Mile Post 149.636, [Project # SS-FTF-5-999(036) PCN 24246], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**") and on **Exhibit "B"** attached hereto and made a part hereof (the "**Temporary Premises**") .

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1 Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be the construction, maintenance and use of a public roadway and related improvements as described in the Construction and Maintenance Agreement covering the Premises that has been entered into between the parties hereto (collectively, "**Improvements**") to be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Plans and Specifications (as hereinafter defined). **This Agreement shall be subject to the terms of the Construction and Maintenance Agreement.**

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all Laws (as hereinafter defined), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

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- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 Term of Easement. The term of the Temporary Easement, Parcels 5-2 and 5-3, unless sooner terminated under provisions of this Easement Agreement shall expire on the date that is two (2) years after the Effective Date or completion of the project, whichever is earlier.

The term of the Permanent Easement, Parcel 5-1, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

**Section 2** Compensation. Grantee shall pay Grantor, prior to the Effective Date, the sum of Thirty Eight Thousand Eight Hundred Five Dollars and 00/100 (\$38,805.00) as compensation for the grant of this Easement.

**Section 3** No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4** Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5** Plans and Specifications for Improvements. Grantee shall submit to Grantor for its review detailed information concerning the design, location and configuration of the Improvements ("**Plans and Specifications**"). As soon as reasonably practicable after Grantor's receipt of the Plans and Specifications and other information required by Grantor about the proposed location of the Improvements, Grantor will notify Grantee in writing whether or not, in Grantor's sole judgment, construction, maintenance, operation or removal of all or any part of the Improvements constructed in accordance with the Plans and Specifications would cause Grantee to violate any of the provisions of Section 6.3 hereof. Following any notice from Grantor that implementation of the Plans and Specifications would in Grantor's judgment cause Grantee to violate any of the provisions of Section 6.3 hereof, Grantee shall have the right to modify the location, configuration or other aspects of the Plans and Specifications of the proposed Improvements and to resubmit such modified information to Grantor for its further review.

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Despite Grantor's review of the Plans and Specifications, any deficiency in design or construction shall be solely the responsibility of Grantee.

## **Section 6     Improvements.**

6.1     Construction of Improvements. Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the Improvements: (i) in a good and workmanlike manner and in strict accordance with the Plans and Specifications pursuant to the provisions of **Section 5** above, (ii) in conformance with applicable building uses and all applicable engineering, safety and other Laws, (iii) in accordance with the highest accepted industry standards of care, skill and diligence, and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. The construction of the Improvements within the Premises shall be completed by Grantee and Grantee's Contractors within three (3) years after the Effective Date. Grantee shall provide as built drawings of all Improvements to Grantor promptly upon completion of construction and shall use its best efforts to cause such as built drawings to be electronically accessible to Grantor.

6.2     Maintenance of Improvements. Grantee shall at all times during the term of this Easement Agreement, at Grantee's sole cost and expense, keep and maintain the Improvements located upon the Premises in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and this Easement Agreement. Grantee shall also promptly repair any damage to the Premises or the Improvements caused, either in whole or in part, by Grantee Parties (as hereinafter defined). Grantee shall not cause or permit another person to cause any damage to the Premises or the Improvements, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction. Grantee shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials on the Premises and shall keep the Premises in a clean and safe condition. Grantee shall keep the Premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on the Premises, said work of cutting and removal to be done at such times and with such frequency as to comply with local Laws and regulations and abate any and all hazard of fire. Grantor shall have no obligation whatsoever, monetary or non-monetary, to maintain the Improvements in the Premises.

6.3     No Interference. During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the Improvements, Grantee, at Grantee's sole cost, shall perform all activities and work on or near Grantor's rail corridor or property and/or the Premises in such a manner as to preclude injury to persons or damage to the property of Grantor, or any party on or with property on Grantor's rail corridor or property, and shall ensure that there is no interference with the railroad operations or other activities of Grantor, or anyone present on Grantor's rail corridor or property with the authority or permission of Grantor. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, license beneficiaries or lien holders, if any, or interfere with the use of such improvements. Grantor may direct one of its field engineers to observe or inspect the construction, maintenance, operation or removal of the Improvements, or any portion thereof, at any time to ensure such safety and noninterference, and to ensure that the Improvements comply with the Plans and Specifications. If any Grantee Party is ordered at any time to leave the Premises or to halt any activity on the Premises, then the party conducting that activity immediately shall cease such activity and leave the Premises, if the order was issued by Grantor's personnel to promote safety, such noninterference with other activities or property, or because the Improvements were not in compliance with this Easement Agreement. Notwithstanding the foregoing right of Grantor, Grantor has no duty or obligation to observe or inspect, or to halt work on, the Premises, it being solely Grantee's responsibility to ensure that the Improvements are constructed, maintained, operated and removed in strict accordance with all Laws, safety measures, such noninterference and the Plans and Specifications and in compliance

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with all terms hereof. Neither the exercise nor the failure by Grantor to exercise any right set forth in this **Section 6.3** shall alter the liability allocation set forth in this Easement Agreement.

6.4 No Alterations. Except as may be shown in the Plans and Specifications for the Easement, Grantee may not make any alterations to the Premises, or permanently affix anything to the Premises, without Grantor's prior written consent. If Grantee desires to change either the location of any of the Improvements or any other aspect of the Plans and Specifications of any of the Improvements, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing for its review in the same manner as provided for in **Section 5**. Grantee shall have no right to commence any such change until after Grantee has received Grantor's written comments of its review.

6.5 Approvals; Compliance with Laws and Safety Rules.

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "**Grantee's Contractors**"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) (collectively, "**Laws**"), and all of Grantor's applicable safety rules and regulations including those found on the website noted below in **Section 6.5(c)**.
- (c) No employees of Grantee's Contractors, or its subcontractors, agents or invitees, may enter the Premises without first having completed Grantor's safety orientation found on the website: [www.contractororientation.com](http://www.contractororientation.com).

6.6 Other Improvements. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

6.7 Flagging and Other Costs. Grantee shall not conduct any activities on, or be present on, any portion of the Premises or Grantor's rail corridor or property that is within twenty-five (25) feet of any active railroad track, except in the presence of a flagman. In any case where a flagman or flagmen are required in connection with the presence of individuals on Grantor's rail corridor or the Premises, Grantee shall provide as much advance notice as possible prior to any entry upon the Premises. Grantor shall arrange for the presence of the flagman or flagmen as soon as practicable after receipt of such notice from Grantee. Grantee shall reimburse to Grantor, within thirty (30) days following Grantee's receipt of each bill therefor, Grantor's costs in arranging for and providing the flagman or flagmen, which shall be billed to Grantee at Grantor's then applicable standard rate. The estimated cost of one flagger as of the Effective Date is \$800 for an eight hour basic day with time and one-half or double time for overtime, rest days and holidays, plus the cost of any vehicle rental costs or other out-of-pocket costs. Grantee agrees to reimburse Grantor (within ninety(90) days after receipt of a bill therefor) for all other costs and



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expenses incurred by Grantor in connection with Grantee's use of the Premises or the presence, construction, maintenance, and use of the Improvements situated thereon.

6.8 No Unauthorized Tests or Digging. Grantee, and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Grantor's rail corridor or property (whether or not such centerline is located within the Premises), except after Grantee has obtained written approval from Grantor, and then only in strict accordance with the terms and any conditions of such approval.

6.9 Boring. Prior to conducting any boring work on or near Grantor's rail corridor or property (which shall only be permitted within the Premises), Grantee and Grantee's Contractors shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Grantee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's proposed construction or modification of Improvements, Grantor will provide to Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed Improvements. Prior to conducting any boring work, Grantee, and Grantee's Contractors, shall review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's, and Grantee's Contractors', operations at all times shall be subject to the liability provisions set forth herein. For all bores greater than 20 inches in diameter and at a depth less than ten (10) feet below the bottom of a rail, Grantee, and Grantee's Contractors, shall perform a soil investigation which must be reviewed by Grantor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee, and Grantee's Contractors, to furnish for Grantor's review and approval, in Grantor's sole discretion, a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee, and Grantee's Contractors, at Grantee's sole cost, shall carry out the approved plan in accordance with all terms thereof and hereof. Any open hole, boring or well constructed on the Premises by Grantee, or Grantee's Contractors, shall be safely covered and secured at all times when anyone who is not creating it, working in it or using it as permitted hereunder is present in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises shall be promptly filled in by Grantee and Grantee's Contractors to surrounding ground level with compacted bentonite grout, or otherwise secured or retired in accordance with any applicable Laws. No excavated materials may remain on Grantor's rail corridor or property for more than ten (10) days, and must be properly disposed of by Grantee and Grantee's Contractors in accordance with applicable Laws.

6.10 Drainage of Premises and Property. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Premises shall be made and maintained by Grantee in such manner, form and to the extent as will provide adequate drainage of and from the Premises and Grantor's adjoining right of way; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from the Property and Grantor's adjoining right of way, Grantee shall construct and maintain such culverts or drains within the Premises as may be requisite to preserve such natural and pre-existing drainage. Grantee shall wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve flowage of drainage or other waters, and/or material and workmanship equally as good as those now existing.

6.11 Modification, Relocation or Removal of Improvements. If at any time, Grantor desires the use of its rail corridor in such a manner that, in Grantor's reasonable opinion, would be interfered with

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by any portion of the Improvements or the Easement, Grantee, at Grantee's sole cost, shall make such changes in the Improvements and/or Premises that, in the sole discretion of Grantor, are necessary to avoid interference with the proposed use of Grantor's property, including, without limitation, Grantee relocating or removing all or a portion of the Improvements from the Premises. Grantor acknowledges that, in some instances, Improvements will not need to be moved or removed from the Premises, but can be protected in place, subject to approval by Grantor's engineering department. Where it is practicable to do so, Grantor shall provide to Grantee at least one hundred twenty (120) days prior written notice that Improvements must be modified, removed or relocated, and in circumstances where one hundred twenty (120) days notice is not practicable, Grantor shall provide to Grantee as much notice as it reasonably can, and in no case less than twenty (20) days prior written notice. Grantee shall ensure that all Improvements are modified, removed or relocated as required on or before the date set forth in Grantor's written notice.

**Section 7      Indemnification.**

**7.1      TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL CAUSE GRANTEE'S CONTRACTORS AND SUBCONTRACTORS TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY, "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (i)      THIS EASEMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- (ii)      ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS EASEMENT AGREEMENT,**
- (iii)      OCCUPATION AND USE OF THE PREMISES BY GRANTEE OR GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES OR LICENSEES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),**
- (iv)      THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY GRANTEE PARTIES, OR**
- (v)      ANY ACT OR OMISSION OF GRANTEE PARTIES,**

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S CONTRACTORS AND SUBCONTRACTORS ARE NOT REQUIRED TO INDEMNIFY AN INDEMNITEE ARE LIABILITIES (1) TO THE EXTENT THAT THEY ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNITEE, OR (2) THAT ARE WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF THAT INDEMNITEE.**

**7.2      GRANTEE SHALL CAUSE GRANTEE'S CONTRACTORS AND SUBCONTRACTORS**

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TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE IMPROVEMENTS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. NOTWITHSTANDING THE LIMITATION IN SECTION 7.1, GRANTEE'S CONTRACTORS AND SUBCONTRACTORS SHALL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS EASEMENT AGREEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS, AND GRANTEE'S CONTRACTORS AND SUBCONTRACTORS SHALL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS.

7.3 GRANTEE SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST, AND ASSUME THE DEFENSE OF, ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE OR ANY OF ITS AGENTS, INVITEES, CONTRACTORS OR SUBCONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

7.4 UPON WRITTEN NOTICE FROM GRANTOR, GRANTEE'S CONTRACTORS AGREE TO ASSUME THE DEFENSE OF ANY LAWSUIT OR OTHER PROCEEDING BROUGHT AGAINST ANY INDEMNITEE BY ANY ENTITY, RELATING TO ANY MATTER COVERED BY THIS EASEMENT AGREEMENT FOR WHICH GRANTEE'S CONTRACTORS HAVE AN OBLIGATION TO ASSUME LIABILITY FOR AND/OR SAVE AND HOLD HARMLESS ANY INDEMNITEE. GRANTEE'S CONTRACTORS SHALL PAY ALL COSTS INCIDENT TO SUCH DEFENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, INVESTIGATORS' FEES, LITIGATION AND APPEAL EXPENSES, SETTLEMENT PAYMENTS, AND AMOUNTS PAID IN SATISFACTION OF JUDGMENTS. IT IS UNDERSTOOD BY THE PARTIES THAT GRANTEE WILL HAVE NO DIRECT CONTRACT WITH ITS CONTRACTORS' SUBCONTRACTORS AND THAT GRANTEE SHALL BE DEEMED TO BE IN COMPLIANCE WITH THIS SECTION 7 BY REQUIRING BY CONTRACT THAT GRANTEE'S CONTRACTORS REQUIRE THAT EACH OF THEIR SUBCONTRACTORS COMPLY WITH THE TERMS OF THIS SECTION 7 AND SECTION 8 HEREOF.

**Section 8** Insurance. terms shall be as specified in the Construction and Maintenance Agreement referenced in Section 1.1.

**Section 9** Environmental.

9.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

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9.2 All soils and materials to be removed from the Grantor's property or right of way must be properly disposed of at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee, at Grantee's expense, must ensure that all such materials are properly characterized, managed, and transported prior to disposal. Grantee shall be deemed the "Generator" of any and all such materials and waste, as defined in Environmental Laws.

9.3 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

9.4 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, and was caused, contributed to, aggravated or made more dangerous by the actions or inaction of Grantee or one of its contractors, subcontractors, agents, lessees, licensees or invitees, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

9.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

9.6 Evidence of Compliance. Grantee agrees to furnish to Grantor, upon receiving a written request from Grantor, proof satisfactory to Grantor that Grantee is in compliance with this **Section 9**. Should Grantee not comply fully with the above-stated obligations of this **Section 9**, or correct any noncompliance within thirty (30) days of its receipt of information concerning such noncompliance, then, notwithstanding anything contained in any other provision hereof, Grantor, at its option, may terminate this Easement Agreement by serving thirty (30) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 12**.

**Section 10 PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

**Section 11 Default and Termination.**

11.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone

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or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

11.2 Grantor's Termination Rights. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee: (i) if default shall be made in any of the covenants or agreements of Grantee contained in this Easement Agreement, (ii) in case of any assignment or transfer of the Easement by operation of law, or (iii) if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

11.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any obligation under this Easement Agreement resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 12**.

11.4 Non-exclusive Remedies. The remedies set forth in this **Section 11** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

## **Section 12** Surrender of Premises.

12.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

12.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any obligation under this Easement Agreement resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 13** Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or

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may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 13** or any other section of this Easement Agreement.

**Section 14 Tax Exchange.** Grantor reserves the right to assign this Easement Agreement to Apex Property & Track Exchange, Inc. ("**Apex**"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Grantor shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Grantee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Grantee may incur as a result of Grantor's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Grantee shall cooperate with Grantor with respect to this tax-deferred exchange, and upon Grantor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

**Section 15 Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor:                   BNSF Railway Company  
2500 Lou Menk Dr. – AOB3  
Fort Worth, Texas 76131  
Attn: Director of Real Estate

With a copy to:               JLL Rail Practice Group  
4200 Buckingham Rd, Suite 110  
Fort Worth, TX 76155  
Attention: VP Portfolio Management

If to Grantee:                 North Dakota Department of Transportation  
608 East Boulevard Avenue  
Bismarck, North Dakota 58505-0700  
Attn: Environmental and Transportation Services Division

**Section 16 Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 17 Miscellaneous.**

17.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of North Dakota without regard to conflicts of law provisions.

17.2 In the event that Grantee consists of two or more parties, all the covenants and

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agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

17.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee.

17.6 Time is of the essence for the performance of this Easement Agreement.

Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

BNSF RAILWAY COMPANY, a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**GRANTEE:**

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Approved as to substance by:

Matt Gangness, P.E. - ENV. & TRAN. SERVICES  
Division Director

Law Department Approved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Law Department Approved

**EXHIBIT "A"**

**Premises**

NDDOT PROJECT: SS-FTF-5-999(036) – BILLINGS COUNTY

**Parcel Number 5-1 (Permanent Easement)**

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 80 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 30 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 93 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 118 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 75 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 93 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 80 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 30 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 80 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 117.80 feet to the end of the 80 foot strip. This is the beginning of the 93 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 14.92 feet to the end of the 93 foot strip. This is the beginning of the 118 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 35 feet to the end of the 118 foot strip. This is the beginning of the 93 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 15.32 feet to the end of the 93 foot strip. This is the beginning of the 80 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 83.23 feet to the south right of way line of Pacific Avenue, and the end of the 80 foot strip.

Together with a tract of land described as follows:

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Commencing at the last point described; thence southeasterly along said south right of way line of Pacific Avenue, S 54 deg. 11 min. 08 sec. E a distance of 56.59 to the Point of Beginning; thence N 35 deg. 48 min. 52 sec. E a distance of 60.00 feet; thence S 54 deg. 11 min. 08 sec. E a distance of 29.69 feet; thence S 80 deg. 30 min. 51 sec. W a distance of 30.53 feet; thence S 35 deg. 30 min. 51 sec. W a distance of 38.30 feet; thence N 54 deg. 11 min. 08 sec. W a distance of 8.41 feet to the Point of Beginning.

Said strips and tract are shown on the plat as parcel 5-1 which contains 0.55 Acres more or less and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

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**Exhibit "B"**

**Temporary Premises**

NDDOT PROJECT: SS-FTF-5-999(036) BILLINGS COUNTY

**Parcel Number 5-2 (Temporary Construction Easement)**

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 38 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 25 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 38 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strips being 68 feet northwesterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 38 foot strip. Thence continue along said centerline N 35 deg 30 min. 51 sec. E a distance of 117.80 feet to the end of the 38 foot strip. This is the beginning of the 25 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 65.24 feet to the end of the 25 foot strip. This is the beginning of the 38 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 83.23 feet to the south right of way line of Pacific Avenue, and the end of the 38 foot strip.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the county of Billings County by this instrument shall terminate upon completion of construction of said project, or in three years from the date of conveyance, whichever comes first.

Said strips are shown on the plat as parcel 5-2 which contains 0.21 Acres more or less and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

Law Department Approved

### **Parcel Number 5-3 (Temporary Easement)**

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 42 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 17 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 42 feet wide, the northwesterly and southeasterly lines of which are parallel, the southeasterly line of said strip being 92 feet southeasterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 42 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 132.72 feet to the end of the 42 foot strip. This is the beginning of the 17 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 35.00 feet to the end of the 17 foot strip. This is the beginning of the 42 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 98.55 feet to the south right of way line of Pacific Avenue and the end of the 42 foot strip.

Together with a tract of land described as follows:

Commencing at the last point described; thence southeasterly along said south right of way line of Pacific Avenue; S 54 deg. 11 min. 08 sec. E a distance of 56.59; thence continue S 54 deg. 11 min. 08 sec. E a distance of 8.41 feet to the Point of Beginning; thence N 35 deg. 30 min. 51 sec. E a distance of 38.30 feet; thence N 80 deg. 30 min. 51 sec. E a distance of 30.53 feet to the south right of way line of Pacific Avenue; thence southeasterly along said south right of way line S 54 deg. 11 min. 08 sec. E a distance of 15.41 feet; thence S 35 deg. 30 min. 51 sec. W a distance of 60.00 feet; thence N 54 deg. 11 min. 08 sec. W a distance of 37.00 feet to the Point of Beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the county of Billings County by this instrument shall terminate upon completion of construction of said project, or in three years from the date of conveyance, whichever comes first.

Said strips are as shown on the plat as parcel 5-3 which contains 0.29 Acres more or less and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

Law Department Approved

**EXHIBIT "C"**

**Memorandum of Easement**

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and North Dakota Department of Transportation, ("**Grantee**"), whose address for purposes of this instrument is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

**WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in Billings County, North Dakota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across a portion of the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Permanent Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

BNSF RAILWAY COMPANY, a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Law Department Approved

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

**GRANTEE:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

I certify that the full consideration paid for the property described in this Permanent Easement is

\$ \_\_\_\_\_ North Dakota Department of Transportation

\_\_\_\_\_ As Agent MATT GANGNESS, Director of Environmental

& Transportation Services. Dated this \_\_\_ day of \_\_\_\_\_, 2025.



JLL TI #: -  
BW Proj. No.: 12196.003  
MAP REFERENCE:  
STA. = s53267,s53311  
R/W = -



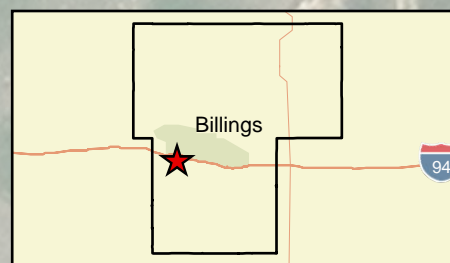
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
AT: MEDORA  
BILLINGS COUNTY,  
ND

**LEGEND:**

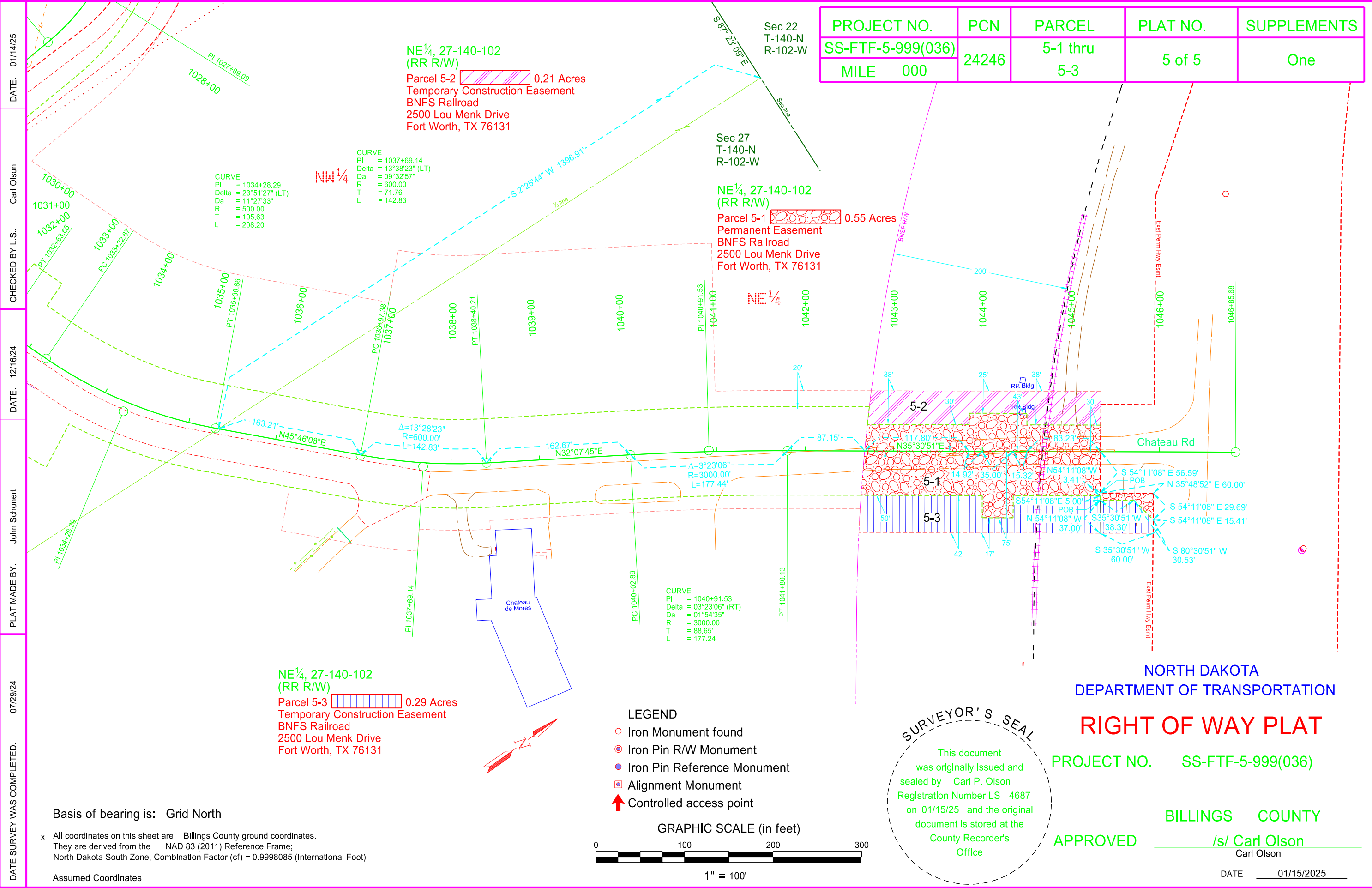
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS  
(S) MEASUREMENTS TAKEN OFF SURVEY  
(M) MEASUREMENT

MONTANA DIVISION  
DICKINSON SUBDIVISION - L.S. 0039-1  
VAL.SEC. 54037  
NP RY ND-02, MAP 39  
SEC. 27, T140N, R102W 5PM  
DATE: 3/6/2025  
MP 149.63





PROJECT NO.	PCN	PARCEL	PLAT NO.	SUPPLEMENTS
SS-FTF-5-999(036)	24246	5-1 thru 5-3	5 of 5	One
MILE 000				

DATE: 01/14/25  
 CHECKED BY L.S.: Carl Olson  
 DATE: 12/16/24  
 PLAT MADE BY: John Schonert  
 DATE: 07/29/24  
 DATE SURVEY WAS COMPLETED:

Basis of bearing is: Grid North  
 x All coordinates on this sheet are Billings County ground coordinates. They are derived from the NAD 83 (2011) Reference Frame; North Dakota South Zone, Combination Factor (cf) = 0.9998085 (International Foot)  
 Assumed Coordinates

**LEGEND**

- Iron Monument found
- ⊙ Iron Pin R/W Monument
- Iron Pin Reference Monument
- ▣ Alignment Monument
- ↑ Controlled access point

**GRAPHIC SCALE (in feet)**

0 100 200 300

1" = 100'

**SURVEYOR'S SEAL**

This document was originally issued and sealed by Carl P. Olson Registration Number LS 4687 on 01/15/25 and the original document is stored at the County Recorder's Office

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY PLAT**

PROJECT NO. SS-FTF-5-999(036)

BILLINGS COUNTY

APPROVED /s/ Carl Olson  
 Carl Olson

DATE 01/15/2025

**PROJECT NO. SS-FTF-5-999(036)**  
**PCN. 24246**  
**SUPPLEMENT TO PLAT NO. 5 OF 5**

Parcel Number 5-1

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 80 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 30 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 93 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 118 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 75 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 93 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 43 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed. Together with a strip of land 80 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 30 feet northwesterly, and the southeasterly line of said strip being 50 feet southeasterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 80 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 117.80 feet to the end of the 80 foot strip. This is the beginning of the 93 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 14.92 feet to the end of the 93 foot strip. This is the beginning of the 118 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 35 feet to the end of the 118 foot strip. This is the beginning of the 93 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 15.32 feet to the end of the 93 foot strip. This is the beginning of the 80 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 83.23 feet to the south right of way line of Pacific Avenue, and the end of the 80 foot strip.

Together with a tract of land described as follows:

Commencing at the last point described; thence southeasterly along said south right of way line of Pacific Avenue, S 54 deg. 11 min. 08 sec. E a distance of 56.59 to the Point of Beginning; thence N 35 deg. 48 min. 52 sec. E a distance of 60.00 feet; thence S 54 deg. 11 min. 08 sec. E a distance of 29.69 feet; thence S 80 deg. 30 min. 51 sec. W a distance of 30.53 feet; thence S 35 deg. 30 min. 51 sec. W a distance of 38.30 feet; thence N 54 deg. 11 min. 08 sec. W a distance of 8.41 feet to the Point of Beginning.

Said strips and tract are is shown on the plat as parcel 5-1 which contains 0.55 Acres more or less and is subject to any easements or rights of way previously acquired.  
 END OF DESCRIPTION.

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

Parcel Number 5-2

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 38 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 25 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 38 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strips being 68 feet northwesterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 38 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 117.80 feet to the end of the 38 foot strip. This is the beginning of the 25 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 65.24 feet to the end of the 25 foot strip. This is the beginning of the 38 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 83.23 feet to the south right of way line of Pacific Avenue, and the end of the 38 foot strip.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in two years from the date of conveyance, whichever comes first.

Said strips are shown on the plat as parcel 5-2 which contains 0.21 Acres more or less and is subject to any easements or rights of way previously acquired.  
 END OF DESCRIPTION.

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

Parcel Number 5-3

A portion of the NE 1/4 of Section 27, Township 140 N, Range 102 W, of the 5th Principal Meridian, County of Billings, State of North Dakota, described as follows and as shown on plat 5 of 5:

A strip of land 42 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 17 feet wide, the northwesterly and southeasterly lines of which are parallel. Together with a strip of land 42 feet wide, the northwesterly and southeasterly lines of which are parallel, the southeasterly line of said strip being 92 feet southeasterly of and parallel with the following described Highway centerline as surveyed.

Commencing at the NW corner of the NE 1/4 of Section 27; thence southerly along the west line of said NE 1/4 of Section 27, S 02 deg. 25 min. 44 sec. W a distance of 1396.91 feet to a point on said Highway centerline; thence northeasterly along said centerline N 45 deg 46 min. 08 sec. E a distance of 163.21 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 600.00 feet; thence northeasterly along said curve and centerline 142.83 feet through a central angle of 13 deg. 28 min. 23 sec. to the end of the curve; thence northeasterly along said centerline N 32 deg 07 min. 45 sec. E a distance of 162.67 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 3000.00 feet; thence northeasterly along said curve and centerline 177.44 feet through a central angle of 3 deg. 23 min. 06 sec. to the end of the curve; thence northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 87.15 feet to the existing right of way line of BNSF Railroad and the beginning of the 42 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 132.72 feet to the end of the 42 foot strip. This is the beginning of the 17 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 35.00 feet to the end of the 17 foot strip. This is the beginning of the 42 foot strip. Thence continue northeasterly along said centerline N 35 deg 30 min. 51 sec. E a distance of 98.55 feet to the south right of way line of Pacific Avenue and the end of the 42 foot strip.

Together with a tract of land described as follows:

Commencing at the last point described; thence southeasterly along said south right of way line of Pacific Avenue; S 54 deg. 11 min. 08 sec. E a distance of 56.59; thence continue S 54 deg. 11 min. 08 sec. E a distance of 8.41 feet to the Point of Beginning; thence N 35 deg. 30 min. 51 sec. E a distance of 38.30 feet; thence N 80 deg. 30 min. 51 sec. E a distance of 30.53 feet to the south right of way line of Pacific Avenue; thence southeasterly along said south right of way line S 54 deg. 11 min. 08 sec. E a distance of 15.41 feet; thence S 35 deg. 30 min. 51 sec. W a distance of 60.00 feet; thence N 54 deg. 11 min. 08 sec. W a distance of 37.00 feet to the Point of Beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in two years from the date of conveyance, whichever comes first.

Said strips are shown on the plat as parcel 5-3 which contains 0.29 Acres more or less and is subject to any easements or rights of way previously acquired.  
 END OF DESCRIPTION

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.