

AGREEMENT FOR THE USE OF SALVAGED MILLED MATERIALS

This Agreement is entered into by and between the Montana Department of Transportation (MDT) and Yellowstone County (County), effective on the date of the last signature.

WHEREAS, MDT has a federal aid highway project on Interstate 90 in Yellowstone County, commonly referred to as 1st Avenue South - Billings, NH 114-1(4)0, UPN 10692000 (Project).

WHEREAS, as part of the Project, the MDT contractor will mill approximately 2,244 cubic yards¹ of asphalt (Salvaged Milled Materials) from the federal aid Project administered by MDT.

WHEREAS, the County is desirous of having approximately 2,244 cubic yards of the Salvaged Milled Materials delivered to the County for use by the County.

NOW THEREFORE, MDT and the County agree as follows:

MDT Shall:

1. Mill and deliver approximately 2,244 cubic yards of the Salvaged Milled Materials to Hillcrest Rd, beginning approximately 4.4 miles southwest of the intersection of Secondary 416, going south along Hillcrest Rd for approximately 0.96 miles or until millings are exhausted, at no cost to the County. Windrow the Salvaged Milled Materials at a rate of approximately 44.4 CY/Sta.

County Shall:

1. Accept delivery of the Salvaged Milled Materials from MDT at the location referenced above.
2. Use the Salvaged Milled Materials only for the improvement of public facilities owned by the County.
3. Acknowledge and agree that no Salvaged Milled Materials are guaranteed to the County in accordance with this Agreement and any or all Salvaged Milled Materials may be used by MDT or by MDT's contractor on the Project, or otherwise, if so desired by MDT, in its sole discretion. Any unused Salvaged Milled Materials shall be subject to this Agreement.
4. Use the Salvaged Milled Materials in conformity with the most current regulations and other guidance promulgated by the Montana Department of Environmental Quality regarding waste asphalt recycling, reuse or disposal.

¹ It is understood that this is an estimate, and the actual quantity of Salvaged Milled Materials from the Project may be more or less. The use of recycled asphalt pavement in the new asphalt pavement will further reduce the quantity of Salvaged Milled Materials.

5. Protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the County, or their agents, or subcontractors, under this Agreement.
6. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

In witness whereof, duly authorized representatives of the parties have executed this Agreement on the dates indicated.

<p>MONTANA DEPARTMENT OF TRANSPORTATION</p>
<p>By: _____ Mike Taylor, MDT Billings Dist Administrator</p>
<p>Dated: _____</p>
<p><u>Legal Review</u></p>
<p>By: _____ MDT Legal Counsel</p>
<p>Dated: _____</p>

<p>YELLOWSTONE COUNTY</p>
<p>By: _____ Yellowstone County Commissioner</p>
<p>By: _____ Yellowstone County Commissioner</p>
<p>By: _____ Yellowstone County Commissioner</p>
<p>Dated: _____</p>