

Construction/Maintenance Agreement
IM-CMBL-STPU-NH 56(93)
BBP-Johnson Lane Interchange
UPN [Enter UPN]

This Agreement by and between Yellowstone County (County), and the Montana Department of Transportation (MDT, Department of State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of Johnson Lane located within the County of Yellowstone, Montana.

Whereas, the construction will be accomplished through Uniform Project Number [Enter UPN], Federal-Aid Project Number IM-CMBL-STPU-NH 56(93), titled BBP-Johnson Lane Interchange (Project) located on Johnson Lane between RP 000-0.17 and RP 000+0.24; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the County and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

Whereas, a portion of the Project lies on the designated Interstate Highway System (on-system) under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110, and a portion of the Project is not on the designated State and Federal Highway System (off-system); and,

Whereas, the County and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the County desires to have the Project constructed, the County deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL PROJECT OBLIGATIONS

1. Definitions

The parties agree the following definitions apply throughout this Agreement, all as shown on Attachment B:

- a. "Interchange Area" means a part of Johnson Lane [RP 000-0.10 to RP 000+0.24], the I-90 Interstate ramps, and North Frontage Road (on system); and

- b. “Non-Interchange Area” means Old Hardin Road, Becraft Lane and Cole Street (north of Old Hardin Road), and Cole Street (south of Old Hardin Road) (off-system).

2. General Project Scope/ Construction

The Project scope involves the reconstruction of Johnson Lane Interchange, including construction on and along on-system roads including: construction on and along a part of Johnson Lane; the I-90 Interstate ramps, and North Frontage Road (Interchange Area).

The Project scope also includes construction on and along parts of adjacent off-system/County roads, including: Old Hardin Road, Becraft Lane and Cole Street (north of Old Hardin Road); reconstruction of Cole Street (south of Old Hardin Road) from a private access road into a County road. (Non-Interchange Area). Attachment B details the affected sections of road (outlined in black).

3. General Roadway Maintenance Considerations

The Department currently maintains the roadway facility within the Interchange limits, including the Interchange itself, the Interstate ramps, the North Frontage Road, and that section of Johnson Lane located within the Johnson Lane Interchange area. The County currently maintains the roadway facilities of Old Hardin Road, Becraft Lane, Cole Street (north of Old Hardin Road) and the remainder of Johnson Lane outside of the interchange area.

- a. Upon completion of the Project by the State and its Contractor, the Department will continue to be responsible for the roadway maintenance of the Interchange facility, which includes Johnson Lane (RP 000-0.10 to RP 000+0.24), the Interstate ramps, and North Frontage Road. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

Attachment B details the maintenance responsibility area of the State after construction (highlighted in blue).

- b. Upon completion of the Project by the State and its Contractor, the County will continue to be responsible for the roadway maintenance of Old Hardin Road, Becraft Lane, Cole Street (north of Old Hardin Road) and the remainder of Johnson Lane outside of the Interchange Area. The County will assume roadway maintenance responsibility for Cole Street (south of Old Hardin Road). The County will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all

features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

Attachment B details the maintenance responsibility area of the County after construction (highlighted in yellow).

4. General Right-of-Way Considerations

The Department will acquire the additional right-of-way necessary to complete the Project.

- a. The Department will acquire the right-of-way needed for the Interchange facility (Johnson Lane-RP 000-0.10 to RP 000+0.24), the Interstate ramps, and North Frontage Road, as right-of-way in the name of the Department [any right-of-way needed just north of the Interchange will also be acquired as Department right-of-way]
- b. The Department will acquire any other right-of-way needed along County-maintained roads (Old Hardin Road, Becraft Lane, Cole Street, Johnson Lane south of the interchange) as easements in the name of the County.

ARTICLE II. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.
2. MDT will provide the County opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. If the County does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the County.
4. For any maintenance requirements that are the obligation of the County, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT may first provide notice to the County, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the County.
5. MDT is the issuing authority for all future encroachment and approach permits within the Interchange Area (Johnson Lane [RP 000-0.10 to RP 000+0.24], the Interstate ramps, and North Frontage Road).

ARTICLE III. GENERAL OBLIGATIONS OF THE COUNTY

1. The County agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The County will provide appropriate and timely input during the Project's development.
3. The County will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
4. The County, at its sole expense, will maintain the County signs installed outside of the interchange area as part of this Project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The County agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the County agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the County places in the MDT right-of-way.
7. The County agrees that any County-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.
8. The County is the issuing authority for all future encroachment and approach permits for the Non-Interchange Area.

ARTICLE IV. PROJECT-SPECIFIC PROVISIONS

1. Construction Storm Water General Permits

- a. For the construction work inside the Interchange Area, MDT will be responsible for compliance with all provisions in the Storm Water Prevention Plan.
- b. For construction work outside of the Interchange Area in the Non-Interchange Area:
 - a. The County agrees to have a certified SWPPP administrator (as required in section 3.2 of the MPDES CGP) on staff or under contract to perform that duty, and a valid registered account within MDEQ's Fees, Applications, and Compliance Tracking System (FACTS) prior to construction completion.
 - b. Upon completion of all physical work associated with construction activity, the Parties will inspect the temporary erosion and sediment control measures and devices as part of MDT's final inspection with MDT's Contractor. MDT will provide the County with the Storm Water Pollution Prevention Plan (SWPPP) package for County review. Within ten (10) days of receiving the package, the County will provide MDT with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon MDT's and the County's approval of site conditions, measures, devices and all pertinent records, MDT will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. The County must log into FACTS to review and sign the transfer request within ten (10) business days.
 - c. Once DEQ transfers the Construction Storm Water General Permit Authorization, the County will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.
 - d. MDT agrees to pay annual fees associated with permit coverage until termination. To ensure payment, the County must forward invoices to MDT's Environmental Services Bureau.

2. Small Municipal Separate Storm Sewer System (MS4) Permit

- a. MDT concludes, and the County agrees, the Project work is designed in compliance with applicable Small MS4 Permit requirements.
- b. The County agrees to operate, monitor and maintain storm water management features in compliance with applicable MS4 requirements within the non-interchange areas. MDT shall operate, monitor and maintain storm water management features in compliance with applicable MS4 requirements within the interchange areas. Any violations arising due to the failure of one party to maintain their storm drainage infrastructure shall not be the responsibility of the adversely affected party.

3. Detours

A Detour Plan was reviewed by MDT and the County. Sections of the following roads, under the jurisdiction and maintained by the County, are part of the proposed Detour Plan: Johnson Lane, Old Hardin Road, Coulson Road, and Becraft Lane. Sannon Boulevard is under the jurisdiction of but not maintained by the County. The County has approved the use of the sections of these roads as part of the Project Detour Plan. Once the Project construction is complete, MDT agrees to repair any damage to these sections of road resulting from the increased detour traffic.

1. Sidewalks

This Project will construct sidewalks as shown in Attachment B including constructing a new sidewalk system within the Interchange Area. and sidewalk construction (replacing existing sidewalks, extending sidewalks to maintain continuity, and constructing some new sidewalks) in the Non-Interchange Area along adjacent off-system roads (maintenance responsibility is highlighted as per Attachment B legend).

- a. The following applies to sidewalks within the Interchange Area:

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to maintain and repair the sidewalks within the Interchange area and ensure they are safe and functional for the traveling public.

- b. The following applies to sidewalks in the Non-Interchange Area:

Upon completion of the Project by the MDT and its Contractor, the County agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe

and functional for the traveling public. The County has delegated responsibility for sidewalk maintenance to the Lockwood Pedestrian Safety District.

ARTICLE V. PROJECT-SPECIFIC FEATURES

2. Lighting

This Project will include the construction of intersection and street lighting, both within the Interchange area and in the Non-Interchange Area along adjacent County-maintained roads.

a. The following applies to intersection/street lighting within the Interchange area:

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to service, maintain, repair and pay the costs of operating (including utility costs) the intersection/street lighting installed as part of this Project within the Interchange area.

b. The following applies to intersection/street lighting in the Non-Interchange area:

Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to service, maintain, repair and pay the costs of operating (including utility costs) all lighting installed as part of this Project within the non-interchange area.

3. Signals

The Project will include the replacement/installation of traffic signals at nine intersections.

a. Seven of these signal locations are within the Interchange area.

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to maintain the traffic signals and for operational oversight of the traffic signals within the Interchange Area.

b. Two of these signal locations are within the Non-Interchange area. Specifically, the Project will include the replacement of traffic signals at the Johnson Lane/Old Hardin Road intersection, and the installation of traffic signals at the Old Hardin Road/Cole Street intersection. Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to maintain

these two traffic signals and for operational oversight of these traffic signals installed as part of this Project.

4. County Signage

- a. Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to maintain the County signs in the Non-Interchange Areas within the Project limits.
- b. For the purposes of this Agreement, “maintenance of signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, or other means.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be seven (7) years. After the initial seven (7) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by either party if the other party violates or breaches any term, condition, or article of this Agreement and the breaching party has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the breaching party’s representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the Project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The County agrees to 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 judgments (including 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 personal or bodily injury, death or damage to property, arising out of the acts or omissions of the County, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and MDT agrees to protect, defend, indemnify, and hold the County, 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 judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the County.

5. Insurance

- a. General Requirements: Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each Party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability : Each Party shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Montana Code Annotated Title 2, Chapter 9.
- c. Workers' Compensation Insurance: County must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Montana Code Annotated §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the County nor its contractor, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.
- d. General Provisions: All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to

request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the County will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

If the County incurs any costs resulting from this Agreement, the County shall be entitled to be compensated for such costs by MDT and MDT shall pay the same within thirty (30) days of its receipt of such invoices.

MCA § 17-1-106 requires all state agencies, including MDT, which receive non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually, as defined in 2 CFR Part 200, Appendix VII in consultation with the FHWA. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to County in addition to the direct project costs.

i. Invoices will be sent to:

Yellowstone County
Attn: County Clerk/Treasurer
2825 3rd Avenue North
Billings, MT 59101

ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement.

9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
13. Audit – The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Access and Retention of Records – The County agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The County agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
17. Severability – In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Representatives

- a. County's Representative: The County's Representative for this Agreement shall be the County Manager or designee or such other individual as County shall designate in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, MDT may direct its communication or submission to other designated County personnel or agents.
- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, County may direct its direction or communication or submission to other designated MDT personnel or agents.

19. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the County's authorized representative on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Montana Department of Transportation

Approved for Legal Content

Approved for Civil Rights

By _____ Date _____
Lockwood Pedestrian Safety District

The above resolution was adopted by the Board of County Commissioners this _____ day of _____, 2026.

_____ YELLOWSTONE COUNTY, MONTANA

(COUNTY SEAL)

By _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

By _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

CLERK AND RECORDER

By _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

**ATTACHMENT A: MDT
NONDISCRIMINATION AND
DISABILITY ACCOMMODATION
NOTICE**

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, religion, national origin, sex, age, disability, and genetic information.

State protected classes

Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, 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:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
- b. By signing this agreement the PARTY assures that:
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY 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 PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, 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 MDT or relevant US DOT 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 PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- 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 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (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, (42 U.S.C. §§ 12131 through 12189), which prohibits 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 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

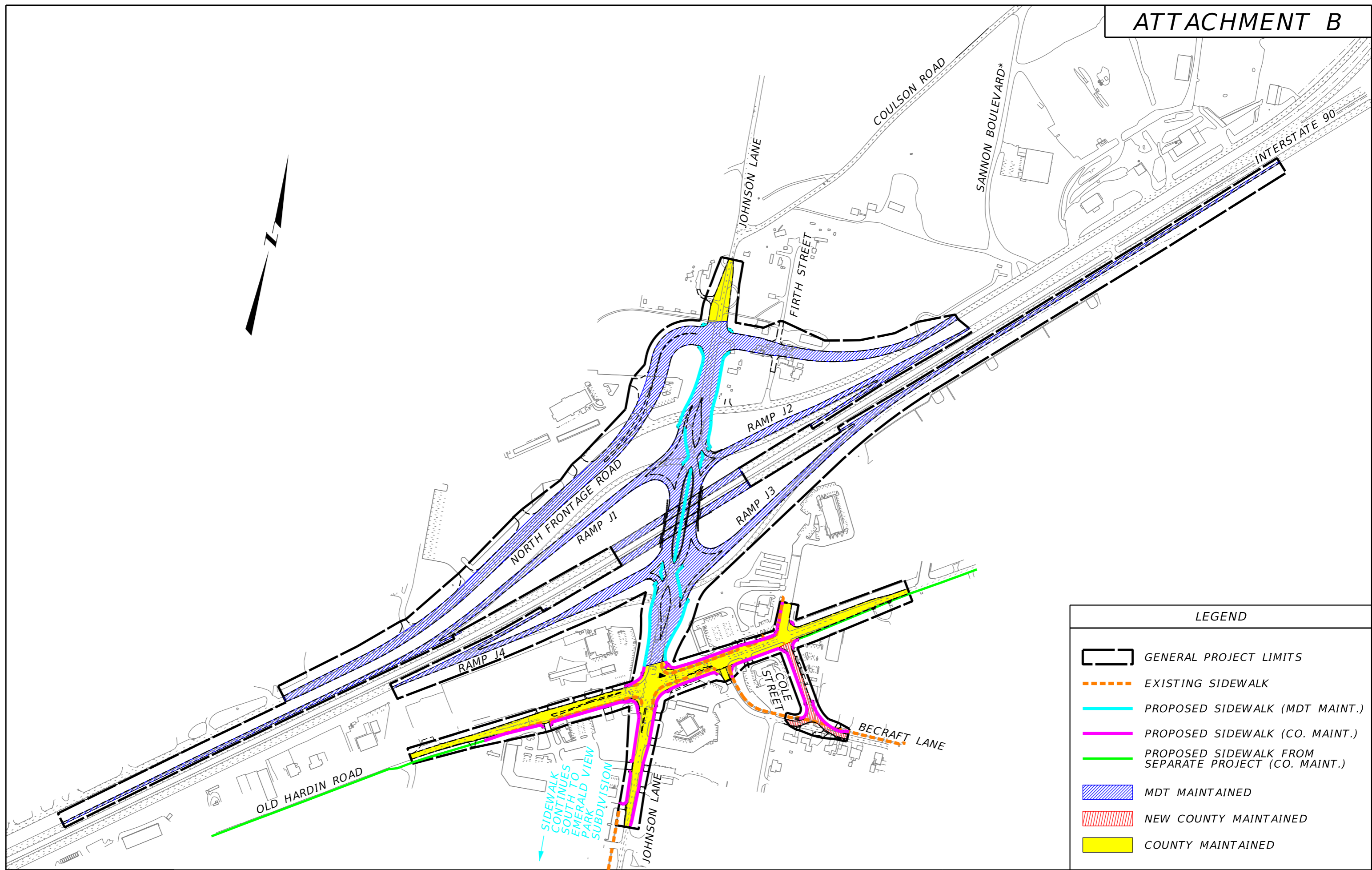
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B
STATE/COUNTY MAINTENANCE EXHIBIT



LEGEND	
	GENERAL PROJECT LIMITS
	EXISTING SIDEWALK
	PROPOSED SIDEWALK (MDT MAINT.)
	PROPOSED SIDEWALK (CO. MAINT.)
	PROPOSED SIDEWALK FROM SEPARATE PROJECT (CO. MAINT.)
	MDT MAINTAINED
	NEW COUNTY MAINTAINED
	COUNTY MAINTAINED

SIDEWALK CONTINUES SOUTH TO EMERALD VIEW PARK SUBDIVISION