

RESOLUTION NO. 3737

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MILES CITY AND M&L ENTERPRISES INC., A MONTANA CORPORATION, FOR THE INSTALLATION OF CURB, GUTTER, AND GRAVEL WORK FOR CERTAIN PORTIONS OF ARROWHEAD DRIVE

WHEREAS, the City of Miles City has formed Special Improvement District No. 211 which, as revised, calls for the paving of certain portions of Arrowhead Lane in the Southgate Meadows subdivision;

AND WHEREAS M&L Enterprises Inc. is developing certain lots adjacent to Arrowhead Drive, and has agreed to install curb and gutter, and to complete gravel work in preparation of paving in the spring of 2015;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Agreement between the City of Miles City, Montana and M&L Enterprises Inc., a Montana Corporation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Building Inspection/Code Services Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12th DAY OF AUGUST, 2014.



C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

2787

Exhibit "A"

AGREEMENT

This agreement entered into on this 12th day of August, 2014, between the **CITY OF MILES CITY**, a municipal corporation of the State of Montana, hereby called the "City," and **M&L ENTERPRISES**, a Montana corporation, of City of Miles City, Montana, herein called "M&L."

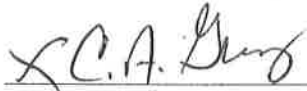
FOR GOOD AND VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. **SCOPE OF WORK.** M&L shall install, at its sole expense, to include all necessary materials to complete the work set forth herein, and to specifications provided by the Public Works Director of the City of Miles City, all necessary curb and gutter, as well as gravel work in preparation for street paving, of approximately 775 linear feet of Arrowhead Lane, located in Blocks 3 and 6 of the Southgate Meadows Subdivision, and being the same road which is subject to Special Improvement District No. 211, with such work being completed prior to October 31, 2014. M&L shall also provide all gravel prep work required prior to the paving of Arrowhead Lane in the spring of 2015, to be completed within five (5) working days of any request by the City.
2. **APPROVAL OF WORK PERFORMED.** All work performed under this Agreement, in each phase, shall be completed to the satisfaction of the Public Works Director of the City of Miles City, and subject to his final approval. Gravel prep work prior to paving shall also be completed to the satisfaction of the paving contractor retained by the City to complete the paving of said street in SID #211.
3. **ATTORNEY FEES AND COSTS.** Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall be responsible for paying reasonable attorney fees, court costs, and other reasonable expense incurred by the prevailing party.
4. **INSURANCE.** All persons or entities performing work under this Agreement shall be bonded in an amount not less than the value of the improvements being completed, and shall carry a policy of commercial general liability insurance in an amount not less than \$750,000 per claim, \$1,500,000 per occurrence.
5. **HOLD HARMLESS AND INDEMNIFICATION.** M&L agrees to indemnify, defend and hold harmless the City, its employees, agents, members, successors and assigns, from

and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to the work being performed hereunder by M&L, its agents, employees or subcontractors. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law.

6. TIME IS OF THE ESSENCE. Time shall be a material term of this Agreement.

CITY OF MILES CITY



By: C.A. Grenz
Mayor of Miles City

M&L ENTERPRISES INC.



By: Paul Dallanor
Title: President

ATTEST:



Lorrie Pearce
City Clerk