

RESOLUTION 2013 - 29



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, ACCEPTING
BID AND AUTHORIZING CONSTRUCTION CONTRACT
WITH WITHROW CONSTRUCTION, INC.
(North 16th Street Improvement Project)**

WHEREAS, the City of Sunnyside entered into a development agreement with the Sunnyside School District in August of 2005, which states the City would be responsible for the installation of all curb, gutter, sidewalk, and asphalt improvements along the eastside of N. 16th Street from the South boundary of the School District property to approximately 800' South; and

WHEREAS, the City of Sunnyside has solicited bids for such Project in compliance with applicable law and procedures using our small works roster; and

WHEREAS, the lowest bid submitted by a qualified bidder is in the amount of \$79,892.13, including applicable taxes, from Withrow Construction, Inc., of Selah, Washington; and

WHEREAS, the City Council finds and determines that acceptance of such bid and authorizing the Interim City Manager to prepare and execute an agreement with Withrow Construction, Inc., for the construction of the Project is in the best interests of residents of the City and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the bid in the amount of \$79,892.13, including applicable taxes, submitted by Withrow Construction, Inc., for the work of the North 16th Street Improvement Project, is hereby accepted; and the Interim City Manager is hereby authorized to prepare, execute and administer an agreement, attached hereto as Exhibit "A" and incorporated

herein by this reference, for the construction of such work, all in accordance with plans and specifications for such project.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of March, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

AGREEMENT FOR CONSTRUCTION SERVICES

**By and Between
CITY OF SUNNYSIDE**

**And
Withrow Construction, Inc.**

N. 16th Street Improvement Project

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE, a municipal corporation of the State of Washington, and Withrow Construction, Inc., for construction services described below.

I. Recitals

A. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. Withrow Construction, Inc., hereafter called "Contractor," is a business entity duly formed and existing under the laws of the State of Washington, with principal offices at P.O. Box 430, Selah, WA 98942.

C. City owns and maintains all Rights of Way within the City of Sunnyside, Washington. The City of Sunnyside entered into an agreement with the Sunnyside School District which obligated the City to install approximately 780' of curb, gutter, sidewalk, and 6300 s.f. of asphalt.

D. City and Contractor desire to enter into an agreement for the performance of the work described herein.

II. Agreement

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

1. Scope of Work. Contractor shall provide all labor and materials to construct and complete the installation of all curb, gutter, sidewalk, and asphalt per the plans and specifications herein. All work subject to periodic inspection by the City or its authorized agents, and subject to final inspection and approval by the City prior to acceptance of the work. Contractor shall obtain all necessary permits to perform the work, including any necessary business license.

2. Payment. In consideration of the work performed, City shall pay Contractor \$79,892.13 (this price includes 15% O/P and 8.2% sales tax) for the installation of curb, gutter, sidewalk, and asphalt. Remission of sales tax to the State of Washington shall be the responsibility of the Contractor.

EXHIBIT "A"

City shall withhold all payments to Contractor until such time that City has made final acceptance of the project. Contractor is required to comply with all applicable laws of the State of Washington, including but not limited to, payment and record keeping required by prevailing wage laws and regulations.

All work shall be performed by the Contractor in a good workmanlike manner in accordance with industry standards for such work and in accordance with safety standards applicable to the industry. Contractor agrees to defend and indemnify City for any damage to property or injury to person resulting from any negligent performance of the work.

3. Time for Performance. Contractor will commence work after execution of this agreement and upon direction to commence work issued by the City's Public Works Superintendent, and shall be completed on or before April 30, 2013.

4. Venue. In the event of any action to enforce the terms of this agreement, or any dispute arising under this agreement, venue shall lie in Yakima County, State of Washington.

5. Entire Agreement. This agreement constitutes the entire agreement of the parties, and shall not be modified or amended in whole or in part except in writing signed by both parties.

WHEREFORE, this Agreement is executed this ____ day of _____, 2013.

CITY OF SUNNYSIDE

WITHROW CONTRUCTION, INC.

John C. Darrington
Interim City Manager

Print Name

ATTEST:

Delilah Saenz, CMC, City Clerk

APPROVED AS TO FORM:

Kerr Law Group
Attorney for the City of Sunnyside