

RESOLUTION 2015 - 25

 ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING  
AN AGREEMENT WITH AQUATIC SPECIALTY, INC. FOR  
THE REPLACEMENT OF THE POOL HEATER**

**WHEREAS**, the City of Sunnyside operates and maintains an outdoor public swimming pool at Central Park during the summer season; and

**WHEREAS**, the current heater is a boiler system that is antiquated, very inefficient and in need of replacement; and

**WHEREAS**, the City of Sunnyside solicited bids for the replacement of the heater system using its small works roster process; and

**WHEREAS**, Aquatic Specialty, Inc. was the lowest responsive bidder as set forth in the quote attached hereto as Exhibit "A"; and

**WHEREAS**, the City of Sunnyside City Council finds and determines that an agreement between the City of Sunnyside and Aquatic Specialty, Inc. is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

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

**SECTION 1.** That the City of Sunnyside hereby approves the agreement for the replacement of the pool heater, which agreement and quote are attached hereto as Exhibit "A" and incorporated herein by this reference, replacement of the pool heater at Central Park Swimming Pool, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

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

**PASSED** this 13<sup>th</sup> day of April, 2015.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
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KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

**AGREEMENT FOR CONSTRUCTION SERVICES**  
**By and Between**  
**CITY OF SUNNYSIDE**  
**And**  
**Aquatic Specialty Services, Inc.**  
  
**(Pool Heater Replacement Project)**

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE, a municipal corporation of the State of Washington, and Aquatic Specialty Services, 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. Aquatic Specialty Services, Inc., hereafter called "Contractor," is a business entity duly formed and existing under the laws of the State of Washington, with principal offices at 1605 South 93<sup>rd</sup> St. #EF, Seattle, WA 98108

C. City owns and operates the Municipal Swimming Pool located at 559 4<sup>th</sup> Street, Sunnyside, Washington. The Pool Heater is in need of replacement / repair due to old age and inefficiencies.

D. City and Contractor desire to enter into an agreement for the performance of the work described herein and in the plans and specifications on file with the City of Sunnyside.

**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 replacement of the Pool Heater as described in the plans and specifications on file with the City of Sunnyside and incorporated herein by this reference. 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.

2. Payment. In consideration of the work performed, City shall pay Contractor \$44,694.34 (including sales tax, permits). 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, and those requirements stated in the plans and specifications.

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 Director, and shall be completed on or before May 1, 2015.

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, together with the plans and specifications for the subject work, 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 3 day of March, 2015.

CITY OF SUNNYSIDE

CONTRACTOR NAME

\_\_\_\_\_  
Don D. Day,  
City Manager

Aquatic Specialty Services inc

ATTEST:

Terra Richards 3/11/15  
Print Name

\_\_\_\_\_  
Delilah Saenz, City Clerk

APPROVED AS TO FORM:

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