

ORIGINAL

RESOLUTION 2011 - 28

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON
AUTHORIZING THE CITY MANAGER TO
CONTRACT WITH AQUATIC SPECIALTY SERVICES**

WHEREAS, the Virginia Graeme Baker Pool and Spa Safety Act requires the City to install at its municipal swimming pool drain covers and entrapment prevention equipment that meet specified safety standards;

WHEREAS, Aquatic Specialty Services, Inc. has agreed to perform said services on the terms set forth in the contract attached hereto as Exhibit "A";

WHEREAS, the City Council finds and determines that entering a contract with Aquatic Specialty Services, Inc. is in the best interests of 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, WASHINGTON, as follows:

SECTION 1. That the City Council of the City of Sunnyside authorizes the City Manager to execute a contract with Aquatic Specialty Services, Inc., attached hereto as Exhibit "A," for the installation of appropriate swimming pool drain covers and entrapment prevention equipment at the City's municipal swimming pool.

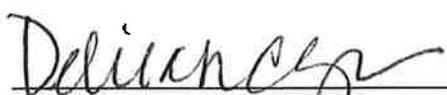
SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 2nd day of May, 2011.



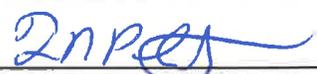
JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH CYR, DEPUTY CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys at Law

AGREEMENT FOR CONSTRUCTION SERVICES
By and Between
CITY OF SUNNYSIDE
And
Aquatic Specialty Services

(VGB Suction/Drain Cover 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, 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, hereafter called "Contractor," is a business entity duly formed and existing under the laws of the State of Washington, with principal offices at 5519 6th Ave. South, Seattle, WA 98108.

C. City owns and operates the Sunnyside Municipal Swimming Pool located at Central Park and 4th Street, Sunnyside, Washington 98944. The suction/drain covers are in need of replacement due to federal mandate as part of the Virginia Graeme Baker Pool & Spa Safety Act. Plans and Specifications will be provided by the Contractor.

D. City and Contractor desire to enter into an agreement for the plans, specifications, scope of work, and installation of necessary upgrades.

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 suction/drain covers as described on the proposal on file with the City of Sunnyside (Exhibit "A") and incorporated herein by this reference. All work subject to 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 \$12,887.58 (excluding freight, permits). Remission of sales tax to the State of Washington shall be the responsibility of the Contractor.

City shall withhold 50% of all payments to Contractor until such time that City has made final acceptance of the project. In lieu of bond the City shall retain 50% of the contract amount for a period of 30 days after final contract acceptance and documentation from the Contractor demonstrating that they have complied 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. Total contract time shall not exceed 21calendar days and said time shall begin with the notice to proceed.

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 _____ day of _____, 2011.

CITY OF SUNNYSIDE

AQUATIC SPECIALTY SERVICES

Mark J. Gervasi,
City Manager

ATTEST:

Print Name

Deborah A. Estrada, City Clerk



SPECIALTY SERVICES

5519 6th Ave South

Seattle, WA 98108

206-275-0694

Dan@aquaticspecialtyservices.com

Estimate

Date	Estimate #
4/27/2011	118

Name / Address
City of Sunnyside Park and Rec. Dept 818 East Edison Ave Sunnyside, WA. 98944

P.O. No.	Terms	Project
	Net 30	

Item	Description	Qty	Price Each	Total
2424PCFC	24x24 Paddock Certified Flat Cover	2	679.00	1,358.00T
8"FP-AVRD-KIT	8" AVR D RETROFIT KIT FOR EXISTING CONCRETE,PVC,or FIBERGLASS SUMP	2	995.00	1,990.00T
2448PCFC	(2)24x24 grates/24x48 frame	2	1,039.00	2,078.00T
Non Stock Item B...	12x12 sq Reto-Fit Wave grate w/3 different screw sets (Aquastar)	2	144.00	288.00T
01	Public Works prevailing wage rate 1 tech for 4 days	32	165.00	5,280.00T
07	Admin. processing fee, cert. of insurance & business license	1	250.00	250.00T
Service Zone D-150	Service zone D-150	2	125.00	250.00T
Non-inventory	accommodations	1	200.00	200.00T
Non-inventory	equipment rental	1	250.00	250.00T
	Freight will be invoiced upon shipping of product Permitting is not included Electrical bonding is not included Installation of new pump not included 50% deposit on acceptance and signed contract			

Terms & Conditions: Subject to Net 30, unless otherwise stated. All credit card payments are subject to 3% processing fee. All returns are subject to restocking fees plus freight. Balances past due accrue 1% finance charge. If project warrants for wage adjustment, provider is to be notified & upon advisement conditions apply to reflect the additional wage levels. All change orders written or oral are billable time plus material. Under no circumstances will provider be responsible for or buyer be entitled to consequential damages arising out of any delays in performance whatever. All uncertainties are billable per term. Warranty complies with manufacturer for period of 1 year and claim period 4 months. Minimum order \$250.00 excluding freight.

Subtotal

\$11,944.00

Sales Tax (7.9%)

\$943.58

Total

\$12,887.58

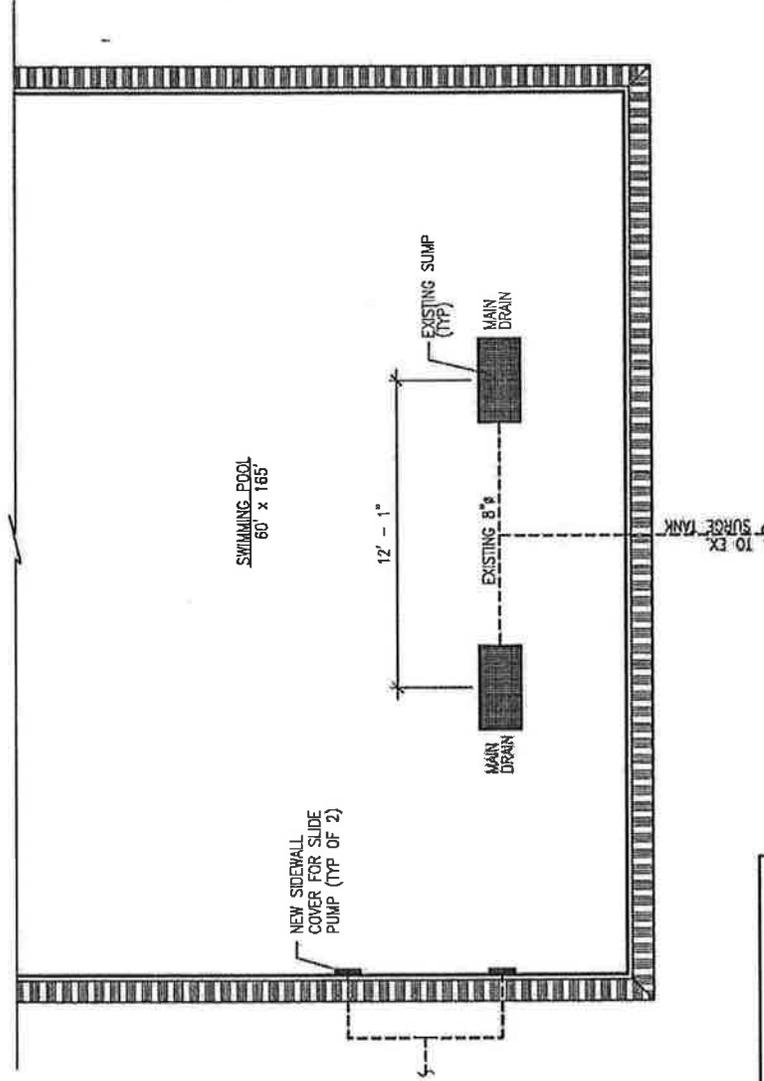


ecnu
ENGINEERING
CONSULTANTS
NORTHWEST
MILTON, WA 98354
FAX (253) 952-7797
811 PORTER WAY
253-952-7799

CLIENT
AQUATIC SPECIALTY SERVICES
5319 6TH AVENUE SOUTH
SEATTLE, WA 98108-2503
(206) 275-0694

CENTRAL PARK SWIMMING POOL
SUNNYSIDE, WA
MAIN DRAIN CONVERSION

DATE: 04-21-11
DRAWING: JUD
APP: JUD
JOB NO.: 2111050
SHEET: 1 OF 3



SCOPE OF WORK:

1. REMOVE EXISTING MAIN DRAINS & SIDEWALL COVERS.
2. MODIFY SUMPS AS REQUIRED.
3. INSTALL NEW APPROVED MAIN DRAIN COVERS AND SIDEWALL COVERS.

FACILITY: CENTRAL PARK SWIMMING POOL
ADDRESS: 559 S. 4TH STREET
 SUNNYSIDE, WA 98944
 (509) 839-2220
OWNER: CITY OF SUNNYSIDE
 818 E. EDISON AVENUE
 SUNNYSIDE, WA 98944

SWIMMING POOL NTS

♦ RECIRCULATION FLOW DISTRIBUTED 1,240 GPM TO MAIN POOL AND 150 GPM TO WADING POOL BY GRISWOLD FLOW CONTROLLERS
 ** ASSUMED MAX FLOW FOR 10 HP PUMP

POOL CHARACTERISTICS	
DESCRIPTION	POOL
GENERAL USE	60 X 165
DIMENSIONS (feet)	3.5 TO 13
DEPTH (feet)	473,600
VOLUME (gallons)	UNKNOWN MAKE & MODEL, 10 HP
RECIRCULATION PUMP	1,390*
DESIGN FLOW (gpm)	450**
SLIDE PUMP	UNKNOWN MAKE & MODEL, 10 HP
DESIGN FLOW (gpm)	NONE. GUTTER WITH SURGE TANK
SKIMMER EQUALIZERS	YES
AUTO-FILL	YES

811 PORTER WAY
MILTON, WA 98354
(253) 852-7197
FAX (253) 852-7799



CLIENT
AQUATIC SPECIALTY SERVICES
5519 6TH AVENUE SOUTH
SEATTLE, WA 98108-2603
(206) 275-0694

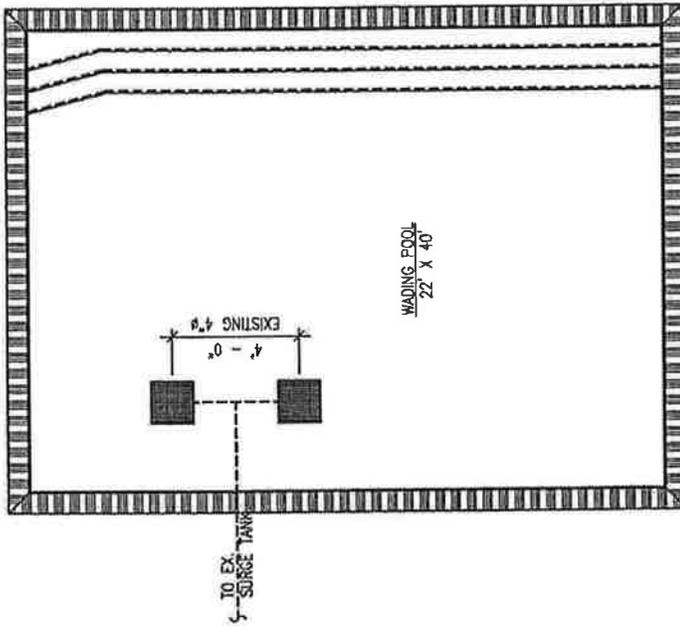
CENTRAL PARK SWIMMING POOL
SUNNYSIDE, WA
MAIN DRAIN CONVERSION

DATE: 04-21-11	DATE: 04-21-11
DRAWN: JLD	DATE: 04-21-11
APP'D: JLD	DATE: 04-21-11
JOB NO: 211050	DATE: 04-21-11
SHEET: 2 OF 3	DATE: 04-21-11



- SCOPE OF WORK:
1. REMOVE EXISTING MAIN DRAIN FRAMES & COVERS.
 2. MODIFY SUMPS AS REQUIRED.
 3. INSTALL NEW APPROVED MAIN DRAIN COVERS.

FACILITY: CENTRAL PARK SWIMMING POOL
ADDRESS: 559 S. 4TH STREET
SUNNYSIDE, WA 98944
(509) 839-2220
OWNER: CITY OF SUNNYSIDE
818 E. EDISON AVENUE
SUNNYSIDE, WA 98944



WADING POOL
NTS

WADING POOL CHARACTERISTICS	
DESCRIPTION	POOL
GENERAL USE	22 X 40 +/-
DIMENSIONS (feet)	2.0 TO 2.5
DEPTH (feet)	12,950
VOLUME (gallons)	SHARED PUMP WITH SWIMMING POOL *
RECIRCULATION PUMP	150*
DESIGN FLOW (gpm)	NONE
SKIMMER EQUALIZERS	NONE
AUTO-FILL	NONE

* RECIRCULATION FLOW DISTRIBUTED 1,240 GPM TO MAIN POOL AND 150 GPM TO WADING POOL BY GRISWOLD FLOW CONTROLLERS

