

RESOLUTION 2012 - 59



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR CONSTRUCTION SERVICES
WITH FOREMOST PUMP & WELL SERVICES, LLC
(Well #6 Emergency Rehabilitation Project)**

WHEREAS, on June 29, 2012 the City of Sunnyside became aware of significant deterioration of the well casing in Well #6; and

WHEREAS, Foremost Pump & Well Services, LLC in conjunction with Pacific Groundwater Group and City staff evaluated and determined that the existing well casing must be retrofitted with a grouted liner; and

WHEREAS, the City of Sunnyside negotiated an emergency rehabilitation agreement for construction services with Foremost Pump, for the provision of construction services for such project; and

WHEREAS, the City Council finds and determines that approval of such agreement 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 "Proposal for Well 6 Emergency Rehabilitation," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Foremost Pump & Well Services, LLC, for the provision of professional construction services described therein, is hereby accepted; and the Interim 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 as required by law.

PASSED this 23rd day of July, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON-BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

AGREEMENT FOR CONSTRUCTION SERVICES
By and Between
CITY OF SUNNYSIDE
And
Foremost Pump & Well Services, LLC

Well #6 Emergency Rehabilitation Project

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE, a municipal corporation of the State of Washington, and Foremost Pump & Well Services, LLC, 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. Foremost Pump & Well Services, LLC, 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 3111, Union Gap, WA 98903.

C. City owns and operates Well #6 located at 720 S. 16th Street, Sunnyside, Washington. The existing well casing is in dire need of rehabilitation due to deterioration and erosion, as well as rebuilding and replacement of the seals and bearings within the turbine pump.

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 replacement and repair of the well casing and rebuilding of the turbine pump, as specified on the attached quote (Attachment "A"). 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 \$74,472.58 for the lining of the existing well casing, and \$15,384.92 for the rebuilding of the turbine pump bearings and seals, for a total of \$ 89,857.50 (including

EXHIBIT "A"

sales tax, permits) Remission of sales tax to the State of Washington shall be the responsibility of the Contractor.

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 Director, and shall be completed on or before August 31, 2012.

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 _____, 2012.

CITY OF SUNNYSIDE

CONTRACTOR NAME

Frank A. Sweet,
Interim City Manager

ATTEST:

Print Name

Delilah Saenz, City Clerk

APPROVED AS TO FORM:

Menke Jackson Beyer Ehlis Harper & Plant, LLP
Attorney for the City of Sunnyside

