

RESOLUTION NO. 08-519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL WORKS AND CONSULTING ROSTERS AND UTILIZING MUNICIPAL RESEACH SERVICES CENTER FOR THE ADMINISTRATION OF THESE ROSTERS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MUNICIPAL RESEARCH SERVICES CENTER OF WASHINGTON

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City of Black Diamond wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state wide electronic databases for small public works roster and consulting services developed and maintained by MRSC.

SECTION 2. The Mayor is hereby authorized to execute a contract with Municipal Research Services Center of Washington as contained in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF JUNE, 2008.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

MRSC Rosters Agency Contract

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a Washington not-for-profit corporation, and the City of Black Diamond (the "Agency").

Agency Information

Name of Agency	City of Black Diamond
County Location	King County
Mailing Address	P.O. Box 599 Black Diamond, WA 98010
Agency Website	ww.ci.blackdiamond.wa.us

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1. Purpose. The purpose of this Contract is to provide the Agency with membership in a Contractor Roster - Small Public Works ("Contractor Roster") and a Consultant Roster - Consulting Services ("Consultant Roster" and, collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Agency and other public agency members by RCW 39.04.155 and Chapter 39.80 RCW, respectively. MRSC shall advertise at least annually for the Small Works Roster in accordance with statutory requirements on behalf of all Agencies with which MRSC has similarly contracted ("Roster Members"), receive and review contractor applications for compliance with basic statutory eligibility requirements, and maintain lists of Contractor Roster contractors. MRSC shall advertise at least annually the Consultant Roster in accordance with statutory requirements on behalf of all Roster Members, receive and review firms' applications for completeness, and maintain lists of architects, engineers, and other consultants on the Consultant Roster.

3. Use of MRSC Rosters by Agency. The Agency may use the MRSC Rosters as it determines appropriate to identify and solicit eligible contractors and consultants. Such use is not mandatory, and no implication of mandatory use by the Agency is intended by execution of this Contract.

(a) Contractor Roster - Small Public Works. The Agency may use the Contractor Roster to select contractors for public work projects up to \$200,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Agency. The Agency shall be independently responsible for its own and the selected contractors' compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected contractors are responsible contractors. The Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Agency and to enter into a contract directly with the contractor thus selected.

(b) Consultant Roster - Consulting Services. The Agency may use the Consultant Roster to select engineering, architectural, or other consultants for negotiations and contracts, and will do so in accord with all applicable laws and regulations. The Agency shall be independently responsible for its own and the selected consultants' compliance with all additional or varying

laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected consultants or firms are responsible. The Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Agency and to enter into a contract directly with the consultant thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Agency by providing it with a user name and password for access to MRSC's electronic MRSC Rosters.

4. Compensation of Contractors and Consultants. The Agency shall be independently responsible for payments to any contractor that is selected as a result of its use of the Contractor Roster and to any consultant that is selected as a result of its use of the Consultant Roster. The Agency shall make all such payments directly to the contractor or consultant selected by the Agency.

5. Term. This Contract shall be effective upon its execution by both parties. It shall continue in force until cancelled by either party upon 30 days' notice and as provided in Section 10.

6. Compensation of MRSC. The Agency will pay MRSC an annual membership fee in the amount of \$100 based on the below Agency Fee Structure for services under this Contract. This amount will be paid in full, within 30 days of the execution date of this Contract (and subsequent anniversary dates of this Contract).

MRSC Rosters Agency Fee Structure

Annual Capital Expenditures Per Year (\$M)	Annual Fee
50+	\$750
25 - 50	\$500
15 - 25	\$400
10 - 15	\$300
5 - 10	\$200
less than 5	\$100

Payment to be made by:

check enclosed

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to (i) any contract for public works construction into which the Agency may enter as a result of the Agency's use of the Contractor Roster; or (ii) any contract for engineering, architectural, or other services into which the Agency may enter as a result of the Agency's use of the Consultant Roster. MRSC does not accept responsibility or liability for the performance of any contractor or consultant used by the Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Contacts. For purposes of Contract administration, the Agency designates the following contacts:

Primary Contact: Seth Boettcher
Title: Public Works Director
Email: sboettcher@ci.blackdiamond.wa.us
Telephone: 360-886-2560
Facsimile: 360-886-2592

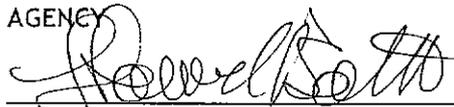
Alternative Contact: Brenda Streepy
Title: City Clerk
Email: bstreepy@ci.blackdiamond.wa.us
Telephone: 253-631-0351
Facsimile: 360-886-2592

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Agency Fee Structure and that they agree that the Agency shall be bound by and adhere to the Terms and Conditions stated.

MRSC

[Name]
[Title]
Date _____

AGENCY



Howard Botts
Mayor of Black Diamond
Date 6-20-08