

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
Meeting Date: August 28, 2006

SUBJECT: Comprehensive Plan Update: CB-Wharf District - Professional Services Contract
SUBMITTING DEPT: Community Development
STAFF CONTACT: Terry Galvin, CDS Director 

AGENDA LOCATION: Comments/Communications; Consent; Committee Reports;
Unfinished Business; New Business; Public Hearing; Standing Committees

ATTACHMENTS: Professional Services Contract with David Christensen (including attachment)

SUMMARY/BACKGROUND

The City and the Port of Bellingham are working on a Comprehensive Plan and Master Plan for the CB-Wharf District. Working together, City and Port staff have successfully negotiated a contract and scope of work (attached) that will result in an estimated cost of up to \$24,800 for the firms services to complete a Master Plan for the Wharf District. The Master Plan will be included in the Comprehensive Plan update.

REQUEST

Staff requests the City Council to authorize the City Manager to sign the attached contract with David Christensen, AIA, to complete the work described in Attachment A.

FISCAL ANALYSIS

Pending Commissioner approval, the Port of Bellingham has agreed to pay for 2/3rd of the contract amount. The City will fund the remaining 1/3 of the amount out of Community Developments 2006 budget. Upon approval of the contract by both the City Council and the Port of Bellingham Commissioners, the City and Port will sign an interlocal agreement and award the contract.

REVIEWED BY: City Manager _____; Finance Director _____; City Clerk _____

COUNCIL ACTION:

Approved Denied Tabled/Deferred Assigned to: _____

COUNCIL ACTION:

**CITY OF BLAINE
PROFESSIONAL SERVICES AGREEMENT
With Christensen Design Management**

THIS AGREEMENT is between the City of Blaine, a municipal corporation (hereinafter referred to as "City") and Christensen Design Management (hereinafter referred to as "Consultant").

WITNESSETH:

1. SCOPE

Consultant agrees to provide professional services to assist the City of Blaine and the Port of Bellingham in the development of a final master plan, and comprehensive plan direction for the development of the Wharf District as indicated in Attachment A, Scope of Work. All activities associated with this contract shall be subject to a "Notice to Proceed" by the City prior to the commencement of work.

2. TERM

The Contract shall commence on August 3, 2006 and will terminate on December 31, 2006 unless extended by separate amendment to this Agreement.

3. COMPENSATION

City shall pay Consultant as indicated in Attachment A. Invoices shall be submitted on a monthly basis and will be processed within 30 days of receipt.

4. RELATIONSHIP OF PARTIES

Consultant and its personnel shall act as independent contractors and not as employees of the City. Within the performance of these duties, Consultant shall work under the direction of the City Manager. Consultants contact person shall be Terry Galvin.

5. LICENSE AND TAXES

Consultant shall possess all licenses required to fulfill its obligations under this Agreement.

6. INSURANCE AND HOLD HARMLESS

Consultant agrees to indemnify City, its officers, council members, employees and agents for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by any party or any third parties for property damage or bodily injury, including death, arising directly or indirectly, in whole or in part from the negligence or willful misconduct of Consultant, Consultant's employees, affiliated corporations, and subcontractors in connection with the project.

City agrees to indemnify Consultant from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, arising from the negligence or willful misconduct of City, or its employees or contractors (other than Consultant) in connection with the project., except that such indemnification shall be limited to the City's proportion of responsibility for the claim, damage, loss or cost.

7. GENERAL CONDITIONS

A. Reports and Information. Consultant, at such times and in such forms as the City may require, shall furnish the City such reasonable periodic reports and documents as it may request pertaining to the work and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection; herewith, and any other matters covered by this Agreement. Consultant will maintain accounting records in accordance with generally accepted accounting principals and practices to substantiate all invoiced amounts.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement. There is attached hereto and incorporated by reference as part of this Agreement, Attachment A, Scope of Services.

C. Amendments. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

D. Notices. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following address by certified mail, return receipt requested:

Terry Galvin
Community Development Director
344 H Street
Blaine, WA 98231

David Christensen AIA
Christensen Design Management
P.O. Box 5068
Bellingham, WA 98227

E. Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

F. Compliance with State, Local and Federal Laws. Consultant agrees to comply with all applicable local, state and federal laws in performance of all services under this Agreement.

G. Applicable Law: Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue of any action brought hereunder shall be in Whatcom County Superior Court.

H. Attorney Fees: - The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

8. NONDISCRIMINATION

Consultant shall not discriminate in employment or services to the public on the basis of sex, race, color, creed, national origin, age, marital status, physical, mental or sensory handicap except any employment action based on a bona fide occupational qualification.

9. TERMINATION

This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all matters upon which Consultant is advising the City as of the effective date of termination.

IN WITNESS WHEREOF the parties hereto executed this Agreement the date and year indicated.

CHRISTENSEN DESIGN MANAGEMENT



David Christensen, Principal

8/17/06

DATE

CITY OF BLAINE

GARY TOMSIC
City Manager

DATE

DEPARTMENTAL APPROVAL

MEREDITH RILEY
Finance Director

DATE

ATTEST

SHERI SANCHEZ
City Clerk

DATE

August 17 , 2006

Re: CB-Wharf Comprehensive Master Plan; Professional Service Proposal

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Terry Galvin, Director
Community Development Department
City of Blaine
344 "H" Street
Blaine, WA 98230

ATTACHMENT

A

Re: CB-Wharf District Comprehensive Master Plan; Professional Service Proposal

Dear Terry and Sylvia:

The Following is a fee proposal based on conversations with you and Sylvia Goodwin, a site visit and the written "Scope of Work" below. Additionally, earlier studies, including the Charette Master Plan Summary (June 2001) the Port's earlier master plan studies and community charette input from the Wharf Planning Charette.

Project Description

This project includes professional services to create illustrative graphics for the masterplan development for the Marine Drive planning area, to be included in both the City and Port Comprehensive Plan documents.

- A Draft and Final Master Plan Concept Drawing for development uses, densities, open space, public amenities, building heights, etc.
- A Draft and Final illustrative Master Site Plan for an example of a finished development pattern.
- Perspective illustrations and/or sections illustrating the master plan concepts. Scope of Services.
- Recommended changes to City Development Regulations and Shorelines Program to accommodate the Master plan concepts.

1.1 ADVANCE COORDINATION MEETINGS

The Consultant shall attend up to two (2) coordination meetings with City and Port Staff prior, and during the master plan for the purpose of defining the goals and establishing the specific illustrations and narratives.

1.2 COORDINATION WITH CITY & PORT STAFF

Following the draft graphic deliverables, the Consultant will meet with staff to review comments and revisions from the draft designs, and finalize the plans for inclusion in a final public document.

1.3 INVOICING

Invoicing shall be prepared by the Consultant for work activities under this agreement listing the amount charged to each of the specific tasks. Included with the invoice will be a short description of the work performed by the Consultant during the billing period.

2.1 WHARF DISTRICT MASTER PLAN DRAWINGS & NARRATIVES

The Consultant shall prepare an electronic copy as well as a full sheet color & B&W plan view concept drawing of the entire Marine Drive area that show as a minimum the integration of the following major elements:

1. Multiple mode connectivity of the Wharf district and the Market District.
2. Pedestrian railroad overpass to Marina
3. Park, trail and open space system that includes the 2 mile "Boardwalk to Pier" pedestrian loop, the enhanced wetland area, Marine Park, Milhollin Park w/restroom, public launch area, Marine Drive Promenade, Pier park, lighthouse park,
4. Ferry boarding areas
5. Parking areas for Marine Park
6. Public access areas to the water including Pocket beaches in Marine Park
7. Marine oriented tourist commercial anchor
8. Bird Shelters/viewing areas
9. Wastewater Reclamation Facility (WRF) (Integrate design by others)
10. Marine Drive road improvements
11. Mixed use marine Commercial/Industrial district
12. Potential Dakota Nautical Museum and Pier
13. Port Marina
14. Hotel near Marina
15. Public Restrooms
16. View corridors and open space preservation areas
17. Brief Narratives describing each area and key development pattern requirements. (Detailed regulatory Language by Planning staff and/or others)

2.2 WHARF DISTRICT SITE PLAN CONCEPT AND PERSPECTIVE DRAWINGS

The Consultant shall use the concepts and plans developed during meetings with staff to prepare a color and B&W plan view concept drawing of the following areas:

1. Overall master plan of the entire site identified as Wharf District and PUB (marine park).
2. Enlarged, detailed site plans of the following areas:
 - a) Port, City and private lands east of the Marina up to Peace Portal Drive.
 - b) Passive recreation areas in the open space NE of Marine Drive
 - c) WTF with public open space areas North of Marine Drive

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- d) Commercial development on Port Land South of WTF.
- e) Marine-related Light Industrial Port land area, south of Marine Drive between marina & pier
- f) Public Pier

2.21 PERSPECTIVE ILLUSTRATIONS

1. The Consultant will also prepare one illustrated section and perspective vignette for each of the enlarged planning areas described in 2.2 above.
2. Aerial illustration looking westerly of a potential development pattern.

3.2 PRESENTATION TO COUNCIL & PORT COMMISSION (JOINT MEETING)

The Consultant shall participate with City and Port Staff in presenting to the Blaine City Council and Port Commission during a regular evening Council Session the above listed Concept Drawings.

Professional Fee Proposal:

Overall & detailed Master Plans (Item 2.2):	\$ 12,000
Illustrations (Item 2.21):	\$ 12,000
Council Presentation, Item 3.2:	\$ 500
Estimated reimbursable expenses:	\$ 300
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Total Fees:	\$ 24,800

The fees assume the scope of work as outlined above. The above fee does not include typical reimbursable expenses, such as reprographics, travel, film, etc. Services beyond the scope of that outlined above will be on an hourly basis, or by fixed fee, with prior written approval.

I am very excited about this project and working with the City and Port. I look forward to an exciting concept design process! If you agree with this proposal, sign and fax back a copy to my office. Call if questions.

Sincerely,

David E. Christensen AIA, LEED AP
Architect and Planner
DC

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Re: CB-Wharf Comprehensive Master Plan; Professional Service Proposal

APPROVED

DATE