SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A - 3

DATE: April 24, 2008

SUBJECT: Professional Services Contract with BHC Consultants for Water and Sewer Engineering Services.

CONTACT PERSON: Deborah Knight, City Administrator D. Knight

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a professional services contract with BHC Consultants not to exceed $ 85,000.00 to provide water and sewer engineering services.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a professional services contract (Attachment A) with BHC Consultants not to exceed $ 85,000.00 from the 2008 Water and Sewer Operating Funds to meet compliance with the Growth Management Act.

1. Water System Plan Amendment for Compliance with GMA $ 35,900
2. General Sewer Plan Amendment for Compliance with GMA $ 39,700
3. Water Service Area Boundary Adjustment for Compliance with GMA $ 5,000

SUMMARY:

Approve a contract with BHC Consultants to provide engineering services to assistance in preparing an updated Comprehensive Plan that is compliant with Growth Management Act.

Water and Sewer System Plan which includes several outlined tasks in both agreements.

System Layout for 2025, System Model Update, Needs Assessment, Cost Estimate, Goals, Policies, and Regulations, 6 years Capital Improvement Program, System Plan Amendment, SEPA checklist, Coordination of Meetings.

Water Service Area Boundary Adjustment Agreement.
This will include preparing a new legal description of the water service area for the City of Sultan, and creating a revised map of the City water service area boundary.

BACKGROUND:

The current water and sewer system plans are not in compliance with the city's Comprehensive plan in order to meet compliance standards amendments must be made to the current plan.

There exists in the Southwest corner of the City of Sultan, several water customers southerly of the US 2 that are within the service boundary of Highland Water District. In order to straighten this out, a new boundary description is required to amend the City's service area.

FISCAL IMPACT:

The City's 2008 budget did not anticipate the need for a boundary line adjustment for a water service area or the necessary changes to the water and sewer plan. The cost estimated for this work should not exceed $85,000.00 from the City of Sultan Water and Sewer Operating Fund 2008 Budget.

Unfortunately, the work cannot be delayed due to the September deadline for adopting a Compliant Comprehensive Plan imposed by the Central Puget Sound Growth Management Hearings Board.

ALTERNATIVES:

1. Authorize the Mayor to negotiate a professional services contract with BHC Consultants.

   This alternative implies that the City Council understands the need to perform the necessary analysis.

2. Do not Authorize the Mayor to negotiate a professional services contract with BHC Consultants.

   This alternative implies that the City Council is not comfortable with the staff recommendation and/or the Council is not prepared to authorize the necessary funding.

RECOMMENDED ACTION:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT WITH BHC CONSULTANTS FOR REVISIONS TO THE WATER SERVICE AREA BOUNDARY ADJUSTMENT TO BE IN COMPLIANCE WITH THE GROWTH MANAGEMENT ACT.

ATTACHMENTS:

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
BHC Consultants

THIS AGREEMENT, is made this 1st day of May, 2008, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and BHC Consultants (hereinafter referred to as "Service Provider"), doing business at 720 3rd Avenue, Suite 1200, Seattle, WA 98104-1820.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for:

1. Water System Plan Amendment for Compliance with GMA
2. General Sewer Plan Amendment for Compliance with GMA
3. Water Service Area Boundary Adjustment for Compliance with GMA

and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work**. Service Provider shall perform work as described in Attachment A, Scopes of Work, which are attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. **Payment**.

   A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of eighty-five thousand dollars ($85,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

      1. Water System Plan Amendment for Compliance with GMA $35,900
      2. General Sewer Plan Amendment for Compliance with GMA $39,700
      3. Water Service Area Boundary Adjustment for Compliance with GMA $5,000

B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Water and Sewer Plan Amendments

5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before May 1, 2009.

6. **Termination.**

A. *Termination Upon the City's Option.* The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

B. *Termination for Cause.* If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

C. *Rights upon Termination*. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination**. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

8. **Indemnification / Hold Harmless**. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

   Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance**. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

   A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

      1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement**. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider**. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk**. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. **Ownership of Products and Premises Security**.

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

    B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

14. **Modification**. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. **Assignment**. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. **Written Notice**. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder

shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach**. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

_____
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

7 April 2008

08-10113.02

City of Sultan
P.O. Box 1199
Sultan, WA 98294

RE: Task Order No. 2008-01-04
Professional Services Agreement– City Engineering Services
Water System Plan Amendment for Compliance with GMA

The City Administrator and the Public Works Director have requested BHC Consultants LLC to provide continued assistance to the City in preparing an updated Comprehensive Plan that is compliant with Growth Management Act requirements as interpreted by the Growth management hearings Board.

BHC will update the 2005 Water System Plan by preparation of an amendment incorporating the same planning data and related documentation used by other consultants in updating the 2004 Comprehensive Plan. This work by BHC would be accomplished through a series of tasks in incremental steps described as follows:

Task 1 – Water System Layout for 2025

The existing water system Base Map (Figure 1-6) will be updated to show extensions and replacements completed to date. The Improvements Program (Figure 8-1) will form the starting point to layout a pipe network serving the entire UGA in 2025. The Recommended Arterial Improvements shown for the Transportation Element will indicate where the principal new water mains will be needed, without indicating pipe sizes. Water mains will not be shown serving every existing land parcel as plat designs prepared by developers will address local water distribution needs. A small water tank will be included north of the UGA and east of Sultan Basin Road to provide adequate water pressure and fire storage for the higher elevations within the existing UGA.

Task 2 – Water System Model Update

An update to the hydraulic model developed for the Water System Plan as Figure 3-3 will be prepared including pipe extensions and replacements. Unit water demands and fire flows developed during Task Order 2008-01-01 will populate the model. City assistance will be required to calibrate the model by conducting three flow tests at selected hydrants while metering water supplied to the distribution system. Existing fire flow conditions will be modeled as separate events as follows:

a) 1,500 GPM at high school
b) 1,500 GPM at middle school

c) 1,500 GPM at 6th and Main Streets
d) 1,500 GPM on Cascade View Road and Foundry Drive

Future conditions will be modeled for 2025 using the Water System Layout created in Task 1. Projected water system demands previously developed will populate the model. Model output will identify the pipe sizes needed to sustain the water pressures required by State Health standards.

Task 3 – Needs Assessment

The outline and report content provided by Reid Shockey on April 2nd will provide the guide for preparation of the Needs Assessment documentation of facilities required through 2025. One figure will be created showing the needed improvements. Identified improvements will be organized into discrete projects. In general, a water main will be needed in each identified street improvement, whether a new street or improvement of an existing street is shown. Where practical, the project numbers used for transportation improvements will be carried for water improvements. Some additional improvements will be needed that are unrelated to street improvements, such as the new upper pressure zone tank east of Sultan Basin Road, the water main serving the tank, and the booster pump station for the tank. Estimated costs will be developed separately, however.

Task 4 – Cost Estimate

Order of magnitude estimate of project costs will be prepared for each discrete project identified through Task 3 – Needs Assessment. Distinctions will be included where street surface improvements are included in transportation improvement costs versus other water improvements unrelated to street improvements. Costs will be estimated in 2008 dollars.

Task 5 – Goals, Policies, and Regulations

Goals, policies, regulatory issues, and service criteria (LOS) developed during Task Order 2008-01-01 will be revised as these points are resolved with the consultant team, Planning Board, and City Council.

Task 6 – Six-Year Capital Improvement Program

Once the 6-Year TIP has been defined, a 6-Year CIP will be developed for the water system. These estimates will include a short list of the principal cost items with appropriate unit costs extended to item totals, then summed to show total estimated construction costs, plus associated activities to create the estimated project cost for each project in 2008 dollars. Projects will be prioritized and distributed across six years for implementation.

Task 7 – Water System Plan Amendment

The documentation developed through the proceeding tasks will be assembled into a draft amendment to the Water System Plan for review by City staff, the consultant team, and the Planning Board. Suggested revisions will be incorporated for adoption by the City Council and submittal to the Department of Health for approval.

The current UGA boundary will be included in the amendment, which will require approval by the Highland Water District, Snohomish County PUD, and the Water Utility Coordinating Committee. Any assistance required for these approvals is additional to this scope and budget.

Task 8 – SEPA Checklist

A draft SEPA Checklist will be prepared and provided to the City for circulation and Determination of Significance/Non-Significance.

Task 9 – Coordination Meetings

The Revised Comprehensive Plan Schedule dated February 19, 2008, lists the meetings and events scheduled as of that date. A total of 18 meetings are shown from mid-April through September 2008; however, these involve only the Planning Board, the City Council, and or the public. Additional meetings of the consultant team will also occur but are not scheduled. It is believed that BHC will not need to attend all meeting; however, a BHC presence will be expected at about 14 meetings in all. Budget responsibility for BHC meeting attendance will be shared equally with the Task Order for the General Sewer Plan update so only seven meeting will be included with this Task Order.

The work is expected to start during April 2008 and may extend into September 2008. The tabulation below provides an estimate of the approximate work hours, expenses, and total costs involved in preparation of the WSP Amendment.

Task	Work Hours	Estimated Cost
1-Water System Layout	16	$ 2,100
2-Water System Model	80	10,400
3-Needs Assessment	20	3,200
4-Cost Estimate	12	1,500
5-Goals, Policies, & Regulations	8	1,300
6-Six-year CIP	12	1,700
7-Water System Plan Amendment	40	6,100
8-SEPA Checklist	12	1,400
9-Coordination Meetings	48	8,200
Estimated Totals	236	$ 35,900

It is recognized that many of the tasks described in this Task Order are dependent on the timely completion of work by other consultants and the actions of the City. BHC will endeavor to achieved the desired schedule as mandated by the Growth Management Hearings Board; however, it recognized that some factors are beyond the control of BHC Consultants LLC.

Sincerely,

Gary Bourne, President
BHC Consultants, LLC

City of Sultan

Date

7 April 2008

08-10114.01

City of Sultan
P.O. Box 1199
Sultan, WA 98294

RE: Task Order No. 2008-01-05
Professional Services Agreement City Engineering Services
General Sewer Plan Amendment for Compliance with GMA

The City Administrator and the Public Works Director have requested BHC Consultants LLC to provide continued assistance to the City in preparing an updated Comprehensive Plan that is compliant with Growth Management Act requirements as interpreted by the Growth management hearings Board.

BHC will update the 2006 General Sewer Plan by preparation of an amendment incorporating the same planning data and related documentation used by other consultants in updating the 2004 Comprehensive Plan. This work by BHC would be accomplished through a series of tasks in incremental steps described as follows:

Task 1 – Sewer System Layout for 2025

The existing Wastewater Piping System (Figure 2-1) will be updated to show extensions and replacements completed to date. The Sewer Interceptor Extensions Build-Out Conditions (Figure 7-1) will form the starting point to layout a sewer system serving the entire UGA in 2025. The Recommended Arterial Improvements shown for the Transportation Element will indicate where the principal new sewers will be needed, without indicating pipe sizes or manhole locations. Sewers will not be shown serving every existing land parcel as plat designs prepared by developers will address local wastewater collection needs. Local pump stations will be approximately located to allow gravity service to some parts of the UGA where necessary to maintain moderate trench depths..

Task 2 – Sewer System Model Update

An update to the Excel model developed for the General Sewer Plan as Figure 5-1 will be prepared including sewer extensions and replacements. Unit wastewater flows developed during Task Order 2008-01-02 will populate the model. Future conditions will be modeled for 2025 using the Sewer System Layout created in Task 1. Projected sewer system unit flows previously developed will populate the model. Model output will identify the pipe sizes needed to convey estimated peak hour flows with pipes flowing full. No allowance will be provided for future expansion of the UGA as may occur.

Task 3 – Needs Assessment

The outline and report content provided by Reid Shockey on April 2nd will provide the guide for preparation of the Needs Assessment documentation of facilities required through 2025. One figure will be created showing the needed improvements. Identified improvements will be organized into discrete projects. In general, a sewer will be needed in each identified street improvement, whether a new street or improvement of an existing street is shown. Where practical, the project numbers used for transportation improvements will be carried for sewer improvements. Some additional improvements will be needed that are unrelated to street improvements. Estimated costs will be developed separately, however.

Task 4 – Cost Estimate

Order of magnitude estimate of project costs will be prepared for each discrete project identified through Task 3 – Needs Assessment. Distinctions will be included where street surface improvements are included in transportation improvement costs versus other water improvements unrelated to street improvements. Pump stations will be estimated as duplex, submersible pumps with SCADA and on-site emergency generators in an above ground building. Costs will be estimated in 2008 dollars.

Task 5 – Goals, Policies, and Regulations

Goals, policies, regulatory issues, and service criteria (LOS) developed during Task Order 2008-01-01 will be revised as these points are resolved with the consultant team, Planning Board, and City Council. A strategy will be developed for making sewer capacity available to all parcels within the existing city limits and the UGA currently served by on-site septic systems.

Task 6 – Six-Year Capital Improvement Program

Once the 6-Year TIP has been defined, a 6-Year CIP will be developed for the sewer system. These estimates will include a short list of the principal cost items with appropriate unit costs extended to item totals, then summed to show total estimated construction costs, plus associated activities to create the estimated project cost for each project in 2008 dollars. Projects will be prioritized and distributed across six years for implementation.

Task 7 – General Sewer Plan Amendment

The documentation developed through the proceeding tasks will be assembled into a draft amendment to the General Sewer Plan for review by City staff, the consultant team, and the Planning Board. Suggested revisions will be incorporated for adoption by the City Council and submittal to the Department of Ecology for approval.

Task 8 – SEPA Checklist

A draft SEPA Checklist will be prepared and provided to the City for circulation and Determination of Significance/Non-Significance.

Task 9 – Coordination Meetings

The Revised Comprehensive Plan Schedule dated February 19, 2008, lists the meetings and events scheduled as of that date. A total of 18 meetings are shown from mid-April through September 2008; however, these involve only the Planning Board, the City Council, and or the public. Additional meetings of the consultant team will also occur but are not scheduled. It is

believed that BHC will not need to attend all meeting; however, a BHC presence will be expected at about 14 meetings in all. Budget responsibility for BHC meeting attendance will be shared equally with the Task Order for the Water System Plan update so only seven meeting will be included with this Task Order.

The work is expected to start during April 2008 and may extend into September 2008. The tabulation below provides an estimate of the approximate work hours, expenses, and total costs involved in preparation of the WSP Amendment.

Task	Work Hours	Estimated Cost
1-Sewer System Layout	60	$ 8,400
2-Sewer System Model	24	3,400
3-Needs Assessment	32	5,100
4-Cost Estimate	20	2,400
5-Goals, Policies, & Regulations	12	2,100
6-Six-year CIP	20	2,600
7-Sewer System Plan Amendment	40	6,100
8-SEPA Checklist	12	1,400
9-Coordination Meetings	48	8,200
Estimated Totals	236	$ 39,700

It is recognized that many of the tasks described in this Task Order are dependent on the timely completion of work by other consultants and the actions of the City. BHC will endeavor to achieved the desired schedule as mandated by the Growth Management Hearings Board; however, it recognized that some factors are beyond the control of BHC Consultants LLC.

Sincerely,

Gary Bourne, President
BHC Consultants, LLC

City of Sultan

Date

31 March 2008

08-10113.03

City of Sultan
P.O. Box 1199
Sultan, WA 98294

RE: Task Order No. 2008-01-03
Professional Services Agreement City Engineering Services
Water Service Area Boundary Adjustment for Compliance with GMA

The City Administrator and the Public Works Director have requested BHC Consultants LLC to prepare the legal description for a revised water service area boundary to include service now being provided by the City to several properties south of SR-2 and west of the Sultan River, plus several properties that may be developed in this vicinity in the near future. The City will provide a parcel map identifying the properties to be added to the water service area, all of which are outside of the current urban growth area.

In addition, the water service area boundary will be revised to include all of the property parcels now within the urban growth area assigned by Snohomish County to the City of Sultan.

This water service area boundary revision will not include property parcels north along Sultan Basin Road and outside the urban growth area that may receive water service from the City in the future when a new water tank is built to create a higher pressure zone to improve water service within the urban growth area.

This work would be accomplished as a single task in a series of incremental steps as follows:

1. Obtain from the Snohomish County Assessor's Office the legal description of the existing city limits.

2. Obtain from Snohomish County the legal description of the current urban growth area boundary assigned to the City of Sultan.

3. Obtain from the Snohomish County Assessor's Office copies of the legal descriptions for the parcels to be included within the City water service area.

4. Prepare a new legal description of the water service area for the City of Sultan.

5. Create a revised map of the City water service area boundary

The only 'Data Needed' from the City of Sultan in accordance with the Professional Services Agreement to prepare the legal description is a map showing the parcels to be included.

The work is expected to require about 4 weeks for completion of the legal description.

Preparation of this legal description is estimated to require about 40 work hours for a total cost estimated not to exceed $ 5,000.

It is recognized that the resulting legal description and map will be submitted to the Snohomish County Water Utility Coordinating Committee to obtain approval of the revised water service area. Some additional assistance may be desired by the City as part of that approval process which will be additional work to be defined later. Likewise, some additional assistance may also be needed regarding the Growth Management Hearings Board. It is understood that the revised water service area is acceptable to the Highland Water District and no assistance will be required in gaining their approval.

Sincerely,

Gary Bourne, President BHC Consultants, LLC	City of Sultan	Date