

January 11, 2022

Grace Feng  
Mercer Island-7204 78th LLC  
2050 89<sup>th</sup> Ave NE, Clyde Hill, WA 98004  
Via email: [gracefeng2015@gmail.com](mailto:gracefeng2015@gmail.com)  
Phone: (425) 449-1687

## Re: Proposal for Environmental Consulting Services

The Watershed Company Reference Number: 220112

Dear Grace:

Thank you for requesting a proposal for environmental consulting services. We would be pleased to assist you with a wetland reconnaissance study and arborist services on your property located at 7204 78<sup>th</sup> Ave SE (parcel #2524049068) in the City of Mercer Island. Under this proposal, we will conduct the Scope of Services described below.

### Scope of Services:

1. **Arborist Services.** It is our understanding that additional documentation and arborist support is required to assist with ongoing development efforts at the Feng property. An ISA Certified Arborist® will review relevant municipal code and regulations, as noted by City Arborist John Kenney in the City's 3<sup>rd</sup> Pre-Application Letter, regarding tree retention and replacement requirements, and provide further recommendations. We will work with the project team to address pertinent pre-application comments and present findings to the client in a memo.
  - a. Any future site visits and consultation for the project post-memo will be on a time and expense basis, upon request.
2. **Project Team Coordination.** The project Arborist and Planner will coordinate with the project team to adjust the site plan, as necessary, to meet City Tree Standards. This may include coordination on adjustments to the survey to capture pre-existing trees removed (prior to pre-app) not shown on the present survey. It is assumed that others would make the changes to any drawings/survey (based upon our professional opinion).

3. **Wetland Reconnaissance Study.** Under this scope element we will conduct the following tasks:
  - a. Conduct one site visit to the subject property to screen for any jurisdictional wetlands within the property boundaries. Any off-site wetlands in the immediate vicinity will be estimated from the subject property. Wetland determination methodology will be consistent with the definition(s) and requirements of local, state, and federal agencies.
  - b. Prepare a field sketch indicating approximate size and location of any identified wetland areas on the subject parcel and immediate vicinity (if present).
  - c. Estimate the classification and required buffers of identified features according to City of Mercer Island regulations. Wetlands in the City of Mercer Island are currently classified according to the 2014 *Western Washington Wetland Rating System* (Ecology Publication 14-06-029, per MICC 19.07.190(A)).
  - d. Prepare a technical memo that briefly summarizes our findings and estimated regulatory buffer widths per Mercer Island Municipal Code. If no wetlands are found, the memo will justify this conclusion with evidence gathered in the field.

The Scope of Services (above) is based upon Project Assumptions, below. In the event that any facts or events differ from such assumptions, the Scope of Services and fees shall be adjusted accordingly.

#### **Project Assumptions:**

1. *This proposal assumes access permission for the subject property will be obtained by the client.*
2. *This proposal does not include any permit fees; no permit submittals are included.*
3. *This proposal does not include delineation flags, survey, rating forms, critical areas study, or mitigation plan. These can be added, if necessary, under a separate agreement.*
4. *No work outside of this contract will be undertaken without prior notification to the client.*
5. *This proposal includes general coordination with you via email and **phone**, no in-person meeting is included. In-person meetings can be captured on a separate time and materials basis under task 1a, upon request.*
6. *This project assumes no further edits to the existing arborist report are necessary. Further edits/documentation can be captured on a time and materials basis under task 1a.*
7. *Estimates of wetlands, streams and buffers will be based on our good-faith interpretation of site conditions and relevant regulatory requirements. Final regulatory outcomes are based on interpretations of agency staff, which cannot be fully predicted and which may therefore differ from our findings.*

The Watershed Company has provided a full range of environmental and design services throughout Washington since 1983. If you need support as your project continues, other environmental services we offer include wildlife/habitat assessment, critical area impact assessment, mitigation design, buffer averaging, environmental permitting, landscape design and construction oversight.

Our fees for this Scope of Services is detailed in the Scope of Services Agreement (enclosed). Please sign the agreement and return this proposal with the prepayment to authorize this work and proceed. Please call if you have any questions or if we can provide you with any additional information.

Sincerely,

**Proposal approved by:**



Alex Capron  
Environmental Planner, GIS Analyst



Kenny Booth, AICP  
Principal, Senior Planner

*Enclosures:*

Scope of Services Agreement

**The Watershed Company – 750 6<sup>th</sup> Street South, Kirkland WA 98033**  
**Scope of Services Agreement**

- This Agreement represents the entire and integrated agreement between The Watershed Company and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.
- The Watershed Company will be entitled to rely on the adequacy and accuracy of information provided by Client or Client's consultants and representatives. The Watershed Company shall not be responsible for the acts or omissions of the Client, Owner, Contractors, other consultants and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of The Watershed Company.
- The Watershed Company's services shall be limited to those expressly set forth in the attached Scope of Services and Proposal Assumptions (above), and the Watershed Company shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of The Watershed Company's services in any way related to the Project or Client shall be subject to the terms of this Agreement.
- This Agreement does not guarantee successful securement of permits that may be needed/required for project construction or occupancy. Nor does this Agreement guarantee that deliverables described in the Scope of Services will be approved and/or agreed-upon by one or more regulatory agencies. Specific regulatory requirements vary greatly amongst agencies and reviewers, such that code and regulation interpretation can be somewhat unpredictable. This Agreement is a good-faith effort to provide the services described in the Scope of Services; however, additional studies, revisions to prepare documents, responses to comments, meetings and other scope items not covered under this Agreement may be required.
- Additional Services will be subject to review and preauthorization by both Parties. Where The Watershed Company believes additional services are appropriate, it shall notify Client. Upon Client's written authorization, The Watershed Company may proceed with such services on a time-and-material basis to be paid by Client. Alternatively, additional services can be covered under a separate Agreement based on a new scope of services.
- The Watershed Company's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that The Watershed Company shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.
- The Watershed Company's services and deliverables are not a warranty or guarantee and The Watershed Company shall have no such obligation. Client shall provide appropriate contingencies for schedule and costs.
- The Watershed Company's services are intended for the Client's sole use and benefit and solely for the Client's use on the Project and shall not create any third-party rights. Except as agreed to in writing, The Watershed Company's services and work product shall not be used or relied on by any other person or entity, or for any purpose following substantial completion of the Project.
- This Agreement and any rights or deliverables hereunder may not be assigned or transferred without the written consent of both Parties.
- This unsigned Agreement is valid for a period of six months.
- If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- **Any costs incurred by the Consultant for third-party subscription or fee-based services required by Client to receive, store, manage and maintain various records will be invoiced to the Client for reimbursement.**
- The Watershed Company files liens as accounts approach 90 days' delinquency.
- The undersigned is personally and individually responsible for payment of all charges accrued pursuant to this Agreement.
- **The approval information supplied below is complete and accurate.**

By signing below, the Client acknowledges and agrees to the attached Scope of Services and Project Assumptions (dated January 11, 2022), as well as the above Agreement. Our fees for the Scope of Services total \$5,000, with \$2,500 payable prior to initiation of work. We accept payment by check, credit card or Automated Clearing House (ACH). Please refer to our website for details on electronic payments. By signing below, the Client agrees to provide payment for Services rendered upon receipt of invoice.

**Approval Information (required – please complete all fields):**

<b>Client Signature:</b>	<b>Client Name (print):</b>	<b>Date:</b>
<b>Title:</b>	<b>Company (if applicable):</b>	<b>Email:</b>
<b>Phone:</b>	<b>Mobile:</b>	<b>Billing Address:</b>
<b>Is the signatory above the legal owner of the subject property? Yes ___ No ___</b>		