



Harumi Global Partner

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May 18, 2015

Jerry Acheson  
Camas Parks & Recreation  
1718 SE 7th Avenue  
Camas, WA 98607

**Re: *Scope of Services and Fee Proposal***  
***Cooper's View Park Construction Documents — Otak Project No. 17418.A00***

Dear Jerry:

Thank you for the opportunity to present this scope and fee proposal for Cooper's View Park Construction Plans, Specification and Estimate (PS&E) set. The following describes our scope of services for design, permitting, bid phase assistance, and construction administration for the 2.53 acre Park property located off NW 27<sup>th</sup> Avenue adjacent the vacated right-of-way of NW Elgin Street.

### ***Introduction***

Cooper's View Park (formerly East Hillside Park) is designated as a Neighborhood Park in the City of Camas 2014 Draft Parks, Recreation, and Open Space Comprehensive Plan Update. Funding for design and permitting of the park is provided through the GMA Capital Fund. A public involvement process has been conducted with community members and the Drewf's Farm Home Owner's Association (HOA). Preferred amenities include lawn for passive recreation, picnic tables, benches, paths, and planting improvements including shade trees and shrub beds. If the project budget allows, a small play area emphasizing natural materials (logs, boulders, bunch grasses, etc.) is desired. The park is to include a path at the southwest corner of the park property for a trail connection through a public trail easement that will provide access for neighbors to the south. The PS&E set will include drainage improvements at the east end of the property to address existing drainage problems impacting adjacent single family lots. We understand the scope of services is to include:

- advancing the master plan park design to construction document level of detail
- preparing draft 75% and draft Final drawing sets for review by the City
- submitting application materials for permits required for construction
- assisting with the bidding phase
- construction phase submittal review and as-built drawing preparation

### ***Project Team***

- |                              |                          |
|------------------------------|--------------------------|
| • City Project Manager       | Jerry Acheson            |
| • Consultant Project Manager | Otak, Inc.; David Haynes |
| • Landscape Architect        | Otak, Inc.; David Haynes |

- |                              |                             |
|------------------------------|-----------------------------|
| • Landscape Design           | Otak, Inc.; Maggie Daly     |
| • Civil Engineer             | Otak, Inc.; Ryan Billen     |
| • Planner                    | Otak, Inc.; Jerry Offer     |
| • Surveyor                   | Otak, Inc.; Jon Yamashita   |
| • Geotechnical Investigation | GRI, Inc.; Matthew Shanahan |

### ***Estimated Timeline***

The fees associated with this scope are based on the following timeline. It is assumed that design review turnaround is 2 weeks. Please note this timeline is for the purpose of estimating fees only. The timeline assumes a receipt of Notice to Proceed on June 16, 2015:

- |                               |         |
|-------------------------------|---------|
| • NOI to City and DOE         | June 19 |
| • 75% Review PS&E             | July 8  |
| • SWPPP                       | July 22 |
| • Construction Permit (NPDES) | Aug 19  |
| • Final PS&E                  | Sept 2  |
| • Bid Phase Complete          | Sept 23 |

### ***General***

- Drawings will be prepared in 22"x34" and 11"x17" format.
- Drawings will be prepared in AutoCAD R2014.
- Special provisions will be prepared in MS Word and spreadsheets in MS Excel.

### ***Task 1.0 – Project Management***

This task will include design team meetings, ongoing team coordination and direction, management meetings with the City, correspondence documentation, and monitoring of schedule and scope against budget. This task also includes internal coordination, invoicing, and monthly progress reports.

1.0.1 Project Management.

1.0.2 Quality Assurance / Quality Control protocol.

### ***Task 2.0 – Design Development***

This task will include three (2) design team meetings, one (1) management team meeting with City.

#### ***Task 2.1 –Stormwater Management Plan***

Because this project is converting over  $\frac{3}{4}$  acre of vegetation to lawn and plant beds, the stormwater requirements must be met by providing flow control facilities. As the site's impervious area will not

be pollution generating, a water quality facility is not required. We assume the flow control requirement can be met using onsite stormwater management BMPs to the maximum extent practicable.

Otak will evaluate the site and develop options for implementing the stormwater requirements. This task includes the following:

- Conduct a site visit to verify existing stormwater features.
- Identify locations for potential stormwater facilities.
- Develop conceptual layouts and cross sections for stormwater facilities at alternative sites.
- Discuss potential locations for facilities with the city and determine where facilities will be situated.

Hydrologic models will be developed for estimating flow rates for each facility proposed for the project site. This will include:

- Delineating catchment boundaries for each facility.
- Developing existing conditions hydrologic models tributary to each facility using WWHM or an equivalent hydrology model.
- Developing proposed conditions model for each facility.
- Determining design flow rates for sizing facilities.
- Sizing each facility and determine the approximate land area requirements.

A draft and final stormwater report will be prepared describing the analysis in the above tasks. The report will follow the submittal requirements in the city's Stormwater Design Standards Manual. The draft report will be submitted to the City for review. Revisions will be made, and a final report will be delivered to the City.

**Assumptions:**

- Stormwater analysis and design will be developed in accordance with the Camas Stormwater Design Standards Manual.
- No more than two facilities will be necessary, including either or both an onsite stormwater management facility and a flow control facility.
- Water quality facilities will not be required.
- The soils within the project area are not receptive to long term infiltration as a means for stormwater disposal.
- Facilities will be designed per the 2005 Ecology Manual.
- Documentation of the facility designs shall be provided in the Stormwater Report.

- An electronic copy and two hard copies will be provided to the City for both the draft and final reports.
- Only one review of each version of the report will be required.
- The preliminary report will be submitted under Task 2.0 and the final report will be submitted with the final construction documents.

#### **Deliverables:**

- Preliminary and final storm water management report.

### *Task 2.2 – Geotechnical Review (by GRI)*

Park improvements will include significant earthwork to form level areas, grade transitions, and associated drainages. Also, pervious pavements will be used. The primary geotechnical considerations include earthwork stability, discovery of subsurface conditions (there may be debris and large rock below grade), determination of soil characteristics, and section design of loop trail/maintenance access. The following sections provide the anticipated geotechnical scope of work.

- 2.2.1 Three to four test pits will be excavated to depths of up to 10 ft. A qualified engineer or geologist from GRI will log each excavation, obtain representative samples of the materials encountered, and conduct Torvane shear strength tests in the sidewalls of the excavation. Grab samples and/or undisturbed Shelby tube samples will be obtained from the test pits.

The test pits will be subcontracted to an experienced contractor. The excavation and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from GRI who will locate the general areas for excavation and maintain a detailed log of the materials and conditions uncovered during the course of the work.

GRI will notify the Utility Notification Center of the proposed test pit locations and will also hire a private utility locator to clear the locations prior to the field work, if necessary.

- 2.2.2 Laboratory testing will be limited to standard classification tests, such as natural water content and determinations of Torvane shear strength and unit weight.
- 2.2.3 Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork, including cut and fill slopes, wet-weather construction, and the suitability of on-site soils for use as structural fill; (2) estimated settlements due to placement of fill; and (3) subdrainage requirements.

- 2.2.4 A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for your use and distribution. Additional paper copies of the report can be provided upon your request.

**Deliverables:**

- Draft Geotechnical Report

*Task 2.3 – Topographic Survey*

Topographic survey will include a confirmation of existing topographic data over the majority of the project site (points taken on a 50 ft. grid), and a detailed survey of the drainage ditches along the south and east boundaries for the site.

**Deliverables:**

- Topographic map.

*Task 3.0 – Construction Plans, Specifications, and Estimate*

In the construction document phase we will refine the drawings prepared for land use review and provide fully-engineered plans, special provisions to WSDOT standard specifications, and a cost estimate (PS&E) to meet requirements for building permits, bidding, and construction. All work will be prepared in AutoCAD 2014, MS Word, and MS Excel. A review/revision cycle will follow the 75% PS&E review submittal and the Final PS&E review submittal. The 75% PS&E review submittal will describe the size and character of the park features. These elements will include a park entry feature and overlook, nature play area, sloping passive-use lawn area, shade trees and shrub beds, loop trail of pervious pavers designed for maintenance vehicle access, irrigation system, fencing, drainage ditch crossing, and signage conforming to City's signage master plan. Throughout this process consideration will be given to low impact development guidelines as appropriate.

*Task 3.1 – Preliminary Review (75%) PS&E Set*

The package will include preliminary drawings and data meeting the requirements of the City of Camas Design Standards Manual, as applicable. A preliminary cost estimate will also be prepared at this stage of design. Drawings and documents may include:

- 3.1.1 Existing conditions, demolition, and tree protection plan.
- 3.1.2 Erosion control plan.

- 3.1.3 Utility plan, including water service and storm water management.
- 3.1.4 Grading plans with earthwork quantities, drainage requirements, and stormwater facilities. The final grading plans will show one-foot contours, spot elevations, and top and bottom of wall elevations, if needed. Grading design will comply with ADA accessibility guidelines.
- 3.1.5 Storm Water Pollution Prevention Plan (SWPPP).
- 3.1.6 NPDES Construction Stormwater General Permit.
- 3.1.7 SEPA form.
- 3.1.8 Site plan with layout dimensions for site elements including site circulation, park amenities, and fencing. Plans will include legends, key map, material call outs, construction notes, and coordination details.
- 3.1.9 Planting plans with plant legend, plant call-outs, planting notes, and planting details.
- 3.1.10 Irrigation plans showing meter location, cross-connection control, mainline, sleeve locations, lateral line, and sprinkler head layout. The plans will also include irrigation details, notes, and legend.
- 3.1.11 Signage and wayfinding plans to include directional, identification, and regulatory signage. The plans will include signage locations, key notes, call outs, construction notes, and construction details.
- 3.1.12 Construction details to include civil site details, drainage, fencing, signage, site furnishing, planting, and irrigation details.
- 3.1.13 Preliminary construction cost estimate of all site improvements.
- 3.1.14 Draft Special Provisions to the WSDOT Standard Specification for non-standard plan elements.

Structural engineering review of civil and landscape construction details will be conducted, as appropriate.

**Deliverables:**

- Draft PS&E set.
- Final SWPPP
- NPDES Construction Stormwater General Permit Application

- Draft Special Provisions
- Draft cost estimate using recent unit cost data.

### *Task 3.2 – Final PS&E Set*

PS&E set will be advanced to Final (“bid-ready”) level of completion.

#### **Deliverables:**

- Final (“bid-ready”) Plans

### *Task 4.0 – Site Development Documents and Permits*

There are two primary jurisdictions that will govern the permitting process for this project, including the Washington State Department of Ecology (Ecology), and City of Camas.

- 4.0.1 The Stormwater Pollution Prevention Plan will be provided to the City for submittal to Ecology for review and approval.
- 4.0.2 The NPDES Construction Stormwater General Permit erosion control permit application will be provided to the City for submittal to Ecology for review and approval.
- 4.0.3 Building Permit Application will be prepared by Otak and submitted to the City of Camas.

Separate permit applications will be necessary for water service and meter for the irrigation system.

Other than a small traffic calming median, it is anticipated that no public road improvements will be required.

- 4.0.4 Upon completion of the contract drawings, Otak will support the permitting process. We assume that City will pay all application and permit fees and that City will be responsible to submit the applications prepared by Otak to the appropriate jurisdictions. Otak will identify appropriate submittal contacts and requirements for City staff.

#### **Deliverables:**

- Preparation, Submittal, and Revisions to permits for approval

### *Task 5.0 – Bid Phase Assistance*

- 5.0.1 Attend pre-bid meeting and answer questions raised by prospective bidders. Prepare summary notes.



5.0.2 Respond to bidders questions in coordination with the City.

Deliverables:

- Pre-bid meeting notes.

### ***Task 6.0 – Construction Phase***

6.0.1 Attend general pre-construction meeting.

6.0.2 Review RFIs, shop drawings if any, change orders, and submittals from the Contractor.

Deliverables:

- RFI responses

### ***Task 7.0 – As-Built Drawings***

- Review and approve as-built drawings submitted by the Contractor. We assume the contractor will provide clear and accurate as-built markups prior to final acceptance.
- Submit two (2) fully-reviewed, full-size, color, and bond set of documents and one (1) electronic PDF format document to City.

Deliverables:

- As-built drawings in PDF format.

### ***Clarifications and Assumptions***

- 1) As part of the project work plan and scheduling per task, Otak will work with City to combine and consolidate as many meetings as possible.
- 2) We have assumed that revisions to the master plan will be minor in nature and that the major elements will be retained as shown in the February 2015 master plan.
- 3) It is assumed that no U.S. Army Corps of Engineers will be required as part of the park improvements. Improvements are expected to lie outside state and federal drainage ways, and natural resource areas.
- 4) The City will acquire an agreement with adjacent property owners for a public access



easement at the southwest corner of the park site in accordance with the Conditions of Approval included in the Site Plan Permit Notice of Decision dated March 31, 2015.

- 5) Electrical service connection for automated irrigation system is not included in this scope. It is assumed the contractor will provide design/build services and permitting for this connection.
- 6) The project irrigation system may require a pressure booster pump to provide sufficient operating pressure. We have expertise in these systems and can add booster pump system design to the scope of work at the City's request.
- 7) City may provide portable toilets for park users. Septic system design is not included.

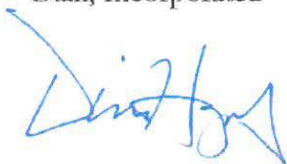
Otak proposes to perform the above scope of services on a T&M NTE \$53,244. All in-house reimbursable expenses are included. Outsourced direct costs that are not included above are in addition to the T&M amount and, when approved by the City, will be invoiced at cost plus 10 percent.

If this proposal is agreeable to you, please send us a signed copy of the attached Professional Services Agreement. We will then sign and send to you a fully executed contract.

We look forward to working with you on this project. If you have any question regarding our proposal, please don't hesitate to call.

Sincerely,

Otak, Incorporated



David Haynes, PLA  
Project Manager

Otak Project # 17418.A00

5/18/2016, 3:26 PM

# Cooper's View Park

Fee Estimate

GRI

Otak Project # 17418

<i>Task</i>	<i>Description</i>	Principal	Associate	Senior Engineer	Staff Engr.	Tech. Editor	Drafter	<i>Total Hours</i>	<i>Total Budget by Task</i>
2.2	Geotechnical Review								
2.2.1	Test Pits			1	8			9	\$940
2.2.2	Laboratory, Engineering, Report	1	2	8	6	3	2	22	\$2,825
2.2.3	Construction Document Phase			2				2	\$280
2.2.4	Cosntruction Services (3 site visits)		1	1	8			10	\$1,120
	<i>Total Hours</i>	1	3	12	22	3	2	43	
	<i>Billing Rate</i>	\$210.00	\$180.00	\$140.00	\$100.00	\$115.00	\$95.00		
	<i>Total Labor Cost</i>	\$210	\$540	\$1,680	\$2,200	\$345	\$190		\$5,165
	<i>Direct Expenses</i>								\$1,340
	<b>Project Total</b>								<b>\$6,505</b>

## Professional Services Agreement



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[www.otak.com](http://www.otak.com)

**Project**

**Client**

**Location and  
Description**

Cooper's View Park Construction Documents

**Project #** 17418.A00

Camas Parks & Recreation, Attn: Jerry Acheson

1718 SE 7<sup>th</sup> Avenue, Camas, WA 98607

City of Camas, Washington

Professional services

### Terms and Conditions

1. This Professional Services Agreement ("Agreement") is entered between Client and the Otak entity specified on the signature line below ("Otak"). Otak agrees to furnish and perform those professional services specified in the attached Scope of Services dated May 18, 2015.
2. Client agrees to compensate Otak for the professional services provided on a monthly basis based on Time and Materials, not to exceed \$53,244. The estimated fee will not be exceeded without prior written authorization. In-house direct expenses will be invoiced on a three (3%) percent of the monthly labor fees basis and are included in the contract amount and out sourced/subconsultant expenses will be invoiced on a ten (10%) percent basis. Copies of expense vouchers are not provided with the invoices.
3. Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
4. Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement apply to such additional services.
5. All invoices are payable within 30 days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at 18% per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may suspend any professional services under this Agreement until such invoice is paid in full, and may terminate this Agreement as of the 30<sup>th</sup> day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential, or exemplary damages, suffered by Client, his subcontractors, agents, employees, and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition for resuming performance. Any such deposit will apply as set forth in Paragraph 3 of this Agreement.
6. Client agrees to pay the costs and reasonable attorney's fees and disbursements incurred by Otak in connection with Client's failure to pay in accordance with the provisions of this Agreement, whether or not Otak commences a legal action. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
7. Either party shall have the right to terminate this Agreement at any time giving 10 calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination, plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
8. To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Washington. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Clark County, and if in the federal courts, in the United States District Court for the Western District of Washington in the Tacoma Division. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts located in Clark County, Washington. Unless the Project is in the state of Washington, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a mediator as agreed by the parties, or in the absence of agreement, in accordance with the current

Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.

9. If the project is idle more than 60 days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
10. All original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media, and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. All original and quality reproducible record copies, excluding electronic media unless otherwise agreed to in writing, of such documents shall be provided to Client, at Client's expense, upon request. Any such documents and copies thereof are for use only in connection with this project, and Client shall not use those documents or copies for other projects or for future additions to this project, unless otherwise agreed in writing.
11. Otak will perform or furnish all professional services under this Agreement employing the standard of care used by members of Otak's profession practicing under similar circumstances at the same time and in the same locality. Otak makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
12. To the fullest extent permitted by law, the following applies to Otak and Client:

Client shall defend, indemnify, and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees, and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives, and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect, or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

13. Otak shall be free from any liability for delay or failure to provide the services under this Agreement which arise from any acts of God or any acts outside of Otak's control and without its fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.
14. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.



To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 14. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 14. Client and/or Client's authorized recipient agrees to be bound by these terms.

15. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods, and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
16. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak will visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
17. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
18. Otak has no fiduciary responsibility to Client. Nothing in this Agreement shall be construed to create contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors, and clients.
19. The parties hereto each bind themselves, their partners, successors, assigns, and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
20. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and Scope of Services dated May 18, 2015 attached hereto.
21. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

**This Agreement** entered into this \_\_\_\_\_ day of May, 2015.

**Otak, Inc.**

**City of Camas, Washington**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID No. or SS #: \_\_\_\_\_