



Agenda # 15
Commission Meeting Date:
November 7, 2012

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Contract: Water Storage Tank Evaluation, Phase 1, O. F. 1625.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Professional Services Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission approve the Professional Services Contract between the City of Great Falls and Advanced Engineering and Environmental Services, Inc. (AE2S) for engineering services for the Water Storage Tank Evaluation, Phase 1, O. F. 1625.0 for a fee not to exceed \$38,617.00 and authorize the City Manager to execute the agreements.”

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation: Approve Professional Services Contract.

Background:

Significant Impacts

City Staff has negotiated a professional services contract with AE2S to inspect and evaluate several water storage tanks located throughout the City and recommend improvements and repairs based on those inspections.

Workload Impacts

AE2S will perform onsite inspections of the tanks and provide a summary of their findings. City engineering and water plant staff will assist with project administration duties.

Purpose

Coatings at several of the City’s water tanks have outlived their useful life and have begun to fail. Rusting has started to develop in several areas inside and outside of the tanks. Left unchecked, these areas could develop leaks and weaken the overall structural integrity of the tanks.

Project Work Scope

AE2S will evaluate the Ella Tank located at Ella Avenue and Doris Drive, the Gore Hill Tank located at Airport Drive, the Skyline Tank located at 36th Avenue NE and Bootlegger Trail, the 33rd Street Surge Tank site located at 33rd Avenue South and 9th Avenue South, and the seasonal clearwell located at the Water Treatment Plant. The evaluation will include interior and exterior coating conditions, structural integrity of the tanks, sanitation and potential sources of contamination, security issues, and safety code compliance. AE2S will complete a summary of all the tank's conditions and a recommendation of improvements needed. These recommendations will include estimated costs for those rehabilitation projects. City staff will assess these recommendations and then proceed forward with upgrades and repairs as deemed necessary.

Evaluation and Selection Process

AE2S was selected for this project based on the engineering selection process used by the City of Great Falls as the current qualified consultant on the rotation. AE2S has successfully designed and managed similar projects in Montana and the surrounding states.

Conclusion

City staff recommends approval of the Professional Services Contract to AE2S in the amount of \$38,617.00.

Fiscal Impact

This contract will be funded through Water Capital Funds.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract.

Attachments/Exhibits:

1. Professional Services Contract.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

This is an Agreement effective as of **November 7, 2012** ("Effective Date") between the **City of Great Falls, P.O. Box 5021, Great Falls, Montana 59403** ("OWNER") and **Advanced Engineering and Environmental Services, Inc., 300 15th Street South, Suite 7, Great Falls, Montana 59405** ("ENGINEER").

OWNER retains ENGINEER to perform professional services, in connection with **Water Storage Tank Evaluation, Phase 1, O.F. 1625.0** ("Project").

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER'S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses. The total compensation under paragraph 4.01.A.1 is estimated to be **\$38,617**.

2. ENGINEER's Hourly Fee and Reimbursable Expenses Schedule are attached to this Agreement as Exhibit SR-C.

3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4.02 Other Provisions Concerning Payment

A. Estimated Compensation Amounts.

1. ENGINEER's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amount have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. Adjustments

1. ENGINEER's compensation is conditioned on time to complete the Project not exceeding the time identified in Exhibit SR-A. Should the time to complete the Project be extended beyond this period due to reasons not the fault of and beyond the control of

ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

2. If used, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes to the compensation payable to ENGINEER.

C. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Project, including the categories and items listed in Exhibit SR-C, and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

D. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE 5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of two (2) pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of four (4) pages.

C. Exhibit SR-C, "2012 Hourly Fee and Expense Schedule," consisting of two (2) pages.

6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 3, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Gregory T. Doyon, City Manager

R. Nathan Weisenburger, PE, Operations Manager

ATTEST:

ATTEST:

By: _____

By: _____

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

(NOTARY SEAL)

APPROVED FOR LEGAL CONTENT

By: _____

City Attorney

Address for giving notices:

Address for giving notices:

City of Great Falls

AE2S

P.O. Box 5021

300 15th Street South, Suite 7

Great Falls, MT 59403

Great Falls, MT 59405

Designated Representative (Paragraph 5.01):

Designated Representative (Paragraph 5.01):

Name: Michael Kynett, PE

Name: R. Nathan Weisenburger, PE

Title: Senior Civil Engineer

Title: Operations Manager

Phone Number: (406) 771-1258

Phone Number: (406) 268-0626

E-Mail Address: mkynett@greatfallsmt.net

E-Mail Address: Nate.Weisenburger@ae2s.com

This is **EXHIBIT SR-A**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated November 7, 2012.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data and related project information.
2. Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.
3. Develop a scope of services and associated Engineering Services Agreement for the Project.
4. Provide the services of an employee specializing in the evaluation of the repair, reconditioning, and recoating of water storage facilities. ENGINEER shall employ licensed structural engineers, welding inspectors, and coating inspectors with specialized training for evaluating elevated water storage facilities and perform the following tasks:
 - a. Climb, enter, and evaluate the Ella Avenue, Gore Hill, and Skyline elevated water storage facilities as identified by OWNER using float down inspection techniques for interior and exterior coating and structural integrity, extent of interior surface pitting, lead and chromium content of interior and exterior coating systems, sanitation and potential sources of contamination, security issues and safety compliance.
 - b. Enter and evaluate the 33rd Street Pump Station Surge Tank and Seasonal Clearwell at the Water Treatment Plant for interior and exterior coating and structural integrity, extent of interior surface pitting, lead and chromium content of interior and exterior coating systems, sanitation and potential sources of contamination, security issues and safety compliance.
 - c. Prepare a technical memorandum which will, as appropriate, contain schematic layouts, sketches, and evaluation criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and recommended reconditioning program. The technical memorandum will also include an opinion of Total Project Costs for each respective water storage facility, including the following, separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of services provided by ENGINEER such as design, bidding, and construction phase services and, on the basis of information furnished by OWNER, allowances for other items and services including administrative costs, legal services, and funding program administration.
 - d. ENGINEER shall perform the water storage tank evaluations over the course of a 5-day work week.
5. Deliver two (2) copies of each report identified in paragraph A.1.01.4.b to OWNER.
6. Perform general project management duties to coordinate the work efforts of ENGINEER and OWNER which includes: supervision and coordination of project team, monitoring of project budget and schedule, invoicing, and other general administrative tasks.

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
1. Provide all criteria and full information as to OWNER's requirements for the Project.
 2. Furnish to ENGINEER all existing studies, reports, and other available data pertinent to the Project, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall coordinate with ENGINEER, arrange for access to elevated water storage facilities and operate water tower control valves.
- D. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be three (3) months.
- B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

A.4.02 Other – Not Used.

This is EXHIBIT **SR-B**, consisting of four (4) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated November 7, 2012.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability. Such Liability Insurance shall be maintained in an amount not less than one million (\$1,000,000) per occurrence. Certificates of insurance will be provided to OWNER before execution of this agreement.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.

6. **LIMIT OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF \$20,000.

7. Dispute Resolution: Not Used.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is

performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

11. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Opinions of Total Project Costs
 - a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.
 - b. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.
16. Force Majeure
ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
17. Assignment
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
18. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
19. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
20. Survival
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
21. Headings
The headings used in this Agreement are for general reference only and do not have special significance.
22. Controlling Law
This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.
23. Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This is **EXHIBIT SR-C**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated November 7, 2012.
