

**AGENDA
BOARD OF EDUCATION
REGULAR MEETING**

**MONDAY, OCTOBER 2, 2023
6:30 PM**

**HADLEY JR. HIGH SCHOOL,
240 HAWTHORNE BLVD,
GLEN ELLYN, IL 60137**

I.	Call to Order	2
	A. Pledge of Allegiance	
	B. Roll Call	
II.	Introduction of New Board Member and Affirm Oath of Office	
III.	District 41 Student Recognition	
IV.	Action Items	
	A. Federally Congressionally Funded Community Grant	5
	B. Approve Geotechnical Exploration Services	8
V.	Strategic Plan Update: District 41 Dashboard	
VI.	Public Participation	
VII.	Upcoming Meetings	
	• Monday, October 16, 2023, Public Hearing and Regular Board Meeting	
	• Monday, November 13, 2023, Regular Board Meeting	
	• Agenda Items for a Future Meeting	
VIII.	Adjourn to Closed Session	
IX.	Return to Open Session	
X.	Adjournment	

Superintendent Dr. Melissa Kaczowski

COMMITTEE OF THE WHOLE

GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION

MEETING FORMAT

- 90 minutes in length
- Meetings start with a quick review of the norms, setting context/introducing the topic, introducing any guest speakers/presenters
- Presentations
- Conversations and questions start with Board members and then anyone wishing to speak should address the Board President who will serve as chair of the meeting. Board President will invite other Board members or District Administration to respond to questions as appropriate
- If there is a need to add items to the COW meeting because they are urgent, we will still commit to a 90 minute format
- If the discussion wraps up sooner than 90 minutes the meeting will adjourn



COMMITTEE OF THE WHOLE

GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION

MEETING FORMAT (CONT.)

- If an audience member fails to comply with the norms or refuses to follow the conversation topic (or otherwise disrupts the meeting), the Board President will redirect the behavior. If the behavior continues, the Board President (or designee) will call for a recess. When the meeting adjourns, the Board President will remind everyone of the norms and seek to continue the meeting. If unable to, the meeting will be adjourned.
- Depending on the topic, appropriate District administration will be invited to attend.
- GEEA & AFSCME leadership will be invited to attend



COMMITTEE OF THE WHOLE

GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION

NORMS

Meeting norms are the standards you set for working together positively and productively as a group. They should provide a guideline for behavior. Sometimes, these are behaviors that may be considered common sense without being expressly articulated.

- One person speaks at a time
- Phones are set to silent, and used only if necessary
- Assume positive presuppositions about others in the room
- Ask questions to seek clarity; not with the intent to be critical
- Make comments that are about agenda topics only
- Do not make comments about people
- Everyone gets the opportunity to speak once before allowing for second and third opportunities
- If you think it, say it respectfully
- Questions/comments are future focused and not evaluations of past actions/decisions. Question/comments should be concise and to the point



Board Report

Date: October 2, 2023
Title: Mental Health Services for Students and Families
Federal Congressionally Funded Community Grant Update
By: Dr. Melissa Kaczowski, Superintendent

Strategic Priority Goal Area 3: Social Emotional Learning: The District 41 community of learners, educators and stakeholders cultivate resourceful resilient citizens by teaching social emotional and academic skills in a nurturing learning environment. District 41 connects, engages, educates and problem-solves with community partners, families and caregivers to promote the social emotional needs of all diverse learners.

Strategic Priority Goal Area 6: Community Partnerships & Engagement: District 41 is dedicated to creating and sustaining community partnerships that enhance education and provide social, emotional and academic support for our students. By creating strong connections with community partners and engaging with all five communities we serve, District 41 prepares each student for a successful future.

Background: In a post-pandemic world, it has become clear that children and families need access to clinicians with a more specialized level of training beyond school social workers and counselors. Making these services available to our students and families will enable us to be both proactive and therapeutic in our response. Currently, the wait time in the community is far too long to prevent needs from escalating to crisis level. It is also apparent that pulling students out of instruction to receive supports and services related to mental health creates gaps in access to instruction which only exacerbate challenges such as school anxiety. Our priority is to find ways to make services available outside of the school day by putting the resources and options in the hands of parents.

During the 2022-2023 school year, the District applied for and was awarded a \$250,000 grant through the Community Project Fund Grant for the 6th District submitted by Congressman Sear Casten. The goal of the Mental Health Services for Students and Families is to provide expanded access to mental health supports to D41 students and families outside of the school day, decrease the amount of instructional time lost due to the need to access mental health supports during the school day to minimize the stigma associated with mental health issues and increase voluntary participation in programs and supports offered. Superintendent Melissa Kaczowski, Assistant Superintendent of Teaching, Learning and Accountability. Kris Webster, Executive Director of Student Services Molly Victor and Chief Communications Officer Erika Krehbiel have collaborated with a number of experts and consultants in the area of mental health to develop supports for students with a priority to develop a menu of supports available to all students and families outside of the traditional school day.

Outside consultants who have collaborated in this initiative include the following mental health experts:

- Geri Kerger - Executive Director NAMI DuPage: NAMI DuPage is an affiliate of the National Alliance on Mental Illness, a nationwide mental health advocacy organization dedicated to improving the quality of lives of people affected by mental illnesses.
- Dr. Brenda Huber- Illinois State University, was the Project Director for Livingston County Children's Network [LCCN-Manual.pdf \(ilchf.org\)](#) She is currently consulting with a number of communities on a variety of projects to build sustainable systems of care including the Bloomingdale Township Community Mental Health Board. Schools are central in all her work.
- Terry Murphy-CEO-EdgeHealth LLC,Adjunct Faculty, Digital Health-Cornell Sloan MHA Program. Terry partners with Dr. Brenda Huber through Partnership for Connected Illinois to investigate and vet digital mental health resources and support organizations in implementation.
- AASA-Learning 2025 Social Emotional Cohort. Through our affiliation with Learning 2025, we were introduced to The Cook Center for Human Connection and their Parent Guidance platform.
- Peggy McGuire, YWCA Strong Families program, Director of Child and Family Development YWCA Metropolitan Chicago,

The Cook Center for Human Connection	\$51,000	Parent Coaching - \$15,000.00 for 1 year • Any parents or caregivers in the district are eligible to participate. Mental Health Series - Virtual- \$36,000.00 for 1 year • Parent mental health webinars (English and Spanish Sessions monthly)
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Other Information: These partners will be invited to future Board meetings as these partnerships impact various aspects of our Strategic Plan and the work that we all do for students.

Budgetary Funding: This initiative is funded with the \$250,000 Federal Congressionally Funded- Community Project Fund Grant for the 6th District. It is important to note that we are required to follow separate and significant procedures through www.grants.gov because these are federal funds. We have a federal grant consultant who oversees, approves and monitors our expenditures. This is a reimbursement grant so the district funds the expenditures and then the Finance Department draws down the funds to reimburse the district. As we move through this year, we will focus on implementation impact as well as future sustainability and needs.

Recommendation: The administration recommends the Board authorize Dr. Melissa Kaczowski to engage and execute the appropriate agreements as outlined in this Board Report.

Board Report

Date: October 2, 2023

Title: Geotechnical Exploration Services (Soil Boring)

Submitted by: Eric DePorter - Assistant Superintendent of Finance, Facilities & Operations/CSBO

Strategic Priority Goal Area 4: Early Learning Programs & Facilities: District 41 has made significant investments in facility improvements for engaging, supportive and inclusive learning environments, beginning with early learning expansion. Safe, accessible and student centered indoor and outdoor learning spaces are designed to support the whole community, whole system and whole learner. Providing safe and inclusive learning environments will ensure our current and future students will have optimal spaces which promote the highest level of academic growth and achievement.

Background: In connection with the Board's commitment to expanding to Full Day Kindergarten at Churchill, it is necessary for the District to engage a third party to complete soil testing on the property. This step is required to be completed prior to the permitting process.

Our architect Wight & Co. requested proposals for the service, and Construction Geotechnical and Material Testing, Inc. (CGMT) submitted the lowest cost proposal.

Discussion: CGMT has submitted a proposal to complete geotechnical engineering services which meets the requirements set forth in the RFP issued by Wight & Co. CGMT will perform soil testing at the Churchill site and return a detailed report outlining their findings. The results of their testing will be used within the construction planning and permitting documents which are currently in process.

Further details and CGMT's fee specifics can be found in the attached proposal.

Other Information: n/a

Budgetary Funding: The cost of the study has been budgeted under a capital projects purchased services account. The total cost of CGMT's base proposal is \$12,200. As noted in their proposal, additional services may be required based on site conditions.

Recommendation: The administration recommends the Board of Education approve CGMT's proposal regarding geotechnical exploration services at a total base proposal amount of \$12,200 as outlined in the board report.



Proposal for Geotechnical Exploration Services

**Churchill Elementary School Addition
Glen Ellyn, Illinois**

Prepared For:

**Wight & Company
Darien, Illinois**

Prepared By:

CGMT, Inc.

CGMT Proposal No. 23P0279

August 25, 2023



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110



CGMT Proposal No. 23P0279
August 25, 2023

August 25, 2023

Shawn Benson, PE, LEED AP
Director of Land Development
Wight & Company
2500 North Frontage Road
Darien, Illinois 60561

Re: Proposal for Geotechnical Exploration Services
Churchill Elementary
Glen Ellyn, Illinois

Dear Mr. Benson:

Construction Geotechnical and Material Testing, Inc. (CGMT) hereby submits a proposal to perform geotechnical engineering services for the proposed addition and improvements at the above mentioned address in Glen Ellyn, Illinois. This proposal was prepared after receipt of our conversations with you on August 23, 2023.

We understand that the construction shall consist of proposed 2 story addition with site improvements in Glen Ellyn, Illinois. It is to our understanding the boring locations are in accessible vacant areas on the side of the property. At this time, total maximum column loads and wall service loads were not made available to CGMT. For this exploration, we proposed to perform a total of eighteen soil borings for the proposed building addition and site improvements for the property improvements. We anticipate soil borings will be accessible for a truck-mounted drill rig. In the event, a soil boring will be located in wooded or wetland areas, that boring will be offset and drilled at an accessible location and no clearing/ATV rig will be required.

SCOPE OF SERVICES

The investigation is to consist of the following tasks, based on the anticipated site conditions, the information provided by your office, and our experience of similar projects:

- **Task 1 – Field Investigation:** Field investigation will consist of four (4) soil borings drilled to depths of about 25 feet or termination and four (4) soil borings drilled to depths of about 15 feet or termination for the building addition, three (3) soil borings drilled to depths of about 15 feet or termination and seven (7) soil borings drilled to depths of about of 8 feet for the proposed site improvements. Soils encountered will be sampled at 2.5-foot intervals for the first ten feet and 5.0-foot intervals thereafter in general accordance with the ASTM requirements for Standard Penetration Test. Representative soil samples will be collected from each sample interval for visual classification and/or laboratory testing. The borings will be drilled using a truck-mounted drill rig. The locations of the soil borings will be identified by the client or CGMT representative and will be based on rig accessibility to those locations and the limits of the site. Upon completion of drilling operations, groundwater readings will be obtained; the borings will be backfilled with soil cuttings. Additional spoils for drilling encountered will remain on site will be mounded and kept on site, no disposal is anticipated.



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- **Task 1A -** CGMT will retain a GPR sub consultant to assist in locating utilities not covered under one – call.

- **Task 2 – Laboratory Testing:** Laboratory Testing will be performed on representative samples collected from selected intervals. These tests will consist of unconfined compressive strength on all cohesive soils and natural moisture contents on all cohesive soil samples. Should other tests be required, we would notify your office as soon as this becomes evident.

- **Task 3 – Analyses and Report:** CGMT will analyze collected field and laboratory data and prepare a report of our findings. The final geotechnical report would include general information on site geology, descriptions of existing soil conditions, and additional information consisting of but not limited to:
 - Feasible Foundation Systems and Allowable Soil Bearings
 - Suitability of soils to support floor slabs and pavements and for reuse as new fill
 - Geotechnical-Related Construction Issues
 - Pavement Soil-Related Design Parameters
 - Short-term Water Table Elevations

- **Task 4 – Limited Environmental Services:** The Illinois EPA enacted regulations regarding Professional Engineer certification of construction and demolition debris (C&D), which calls for such certification that the waste stream is suitable for use in a landfill. As such, the engineer completes forms indicating that sufficient testing and analysis has been performed on the waste stream and the materials considered to be potentially impacted have been determined to be non-hazardous.

CGMT will assume “Potential Impacted Property” (PIP) evaluation of the project site. CGMT will assist the client in certification of construction and demolition debris, which calls for such certification that the water stream is suitable for use in a landfill.

From CGMT’s experience with the regulations, a laboratory analysis shall be completed on selected samples for pH, Pesticides, PCBs, RCRA Metals, Cyanide, SVOC, VOCs. These parameters are performed by the an IEPA-accredited sub-laboratory. Although the new regulations do cite the IEPA Tiered Approach to Correction Objective Target Analyte List (TACO-TAL) as an example of possible contaminants that can be evaluations, the regulations do not explicitly require such comprehensive testing and analysis for the full suite of IEPA-listed contaminants and appear to provide the engineer to determine the appropriate amounts of test. Upon completion of the laboratory testing data, CGMT will analyze compare to the chemical detection limits utilized for analyses are in accordance with IEPA Title 35, Subtitle G, Chapter 1, Subchapter f, Part 742, Subpart G, Tier 1 and Appendix B, Table B for soil evaluation. The tests performed on the samples will be presented in a report and letter to include a copy of the IEPA form 663, if the material is found to be within appropriate limits. CGMT has assumed 3 samples (Building, Pond and Utilities) if the site is determined to be potentially impacted (PIP) site.



CGMT Proposal No. 23P0279
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If the laboratory analysis indicate the samples do not meet their respective Maximum Allowable Concentrations of Chemical Constituents, additional testing and sampling will be required to dispose the waste stream and the materials in a Subtitle D Landfill. CGMT will provide recommendations as to the options available to the Owner including steps required in connection with disposal at a Subtitle D landfill.

SCHEDULE

CGMT is available to initiate field activities within one and a half weeks of your authorization to proceed. This authorization may be issued by completing the “Authorization to Proceed” information at the end of this proposal and sending it (via facsimile/e-mail) to my attention. We anticipate that drilling operations will require 3 to 5 business days to schedule. Your office would be informed of our findings on a timely basis, with a preliminary verbal summary report of our findings to be directed to your project manager within seven days of the completion of Task 1. The laboratory testing phase is anticipated to require 2 business days. A final report can normally be prepared within three and one-half weeks following notice to proceed and receipt of appropriate retainer, assuming no extraordinary laboratory testing efforts are required.

CGMT will arrange for a utility locate at the project site as required by state law. This would take a minimum of 48 hours (over consecutive business days) once JULIE has been contacted. CGMT will arrange this locate upon receipt of your authorization to proceed with the project. City permitting and utility coordination is not anticipated or assumed for this scope.

Estimated Cost

We estimate that the cost for each of the tasks will be as follows:

Task 1 – Field Exploration:	\$ 6,390.00
Task 1A – Private Utility:	\$ 850.00
Task 2 – Laboratory Testing:	\$ 300.00
Task 3 – Analysis and Report:	<u>\$ 910.00</u>
TOTAL GEOTECH COST	\$ 8,450.00

Additional Services:

Task 4 – CCDD (PIP, 3 Samples)	\$ 3,750.00
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TOTAL PROJECT COST	\$12,200.00
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These costs are based on the following assumptions:

1. Client is to provide legal access to the site(s) and is to notify all legal entities affected by the scope of work presented in this proposal.
2. CGMT understands that either the exploration will be performed with clear drill rig access. If desired, CGMT could engage a dozer and operator for an additional fee.
3. Client will secure the necessary permits and other legal documentation to access the sites and to



CGMT Proposal No. 23P0279
August 25, 2023

- perform work.
4. Client is to provide, in a timely manner, a plat of survey, site topography, aerial photographs or such other drawings and documents necessary to complete the field activities.
 5. Client is to survey the locations of the soil borings on the property at the time authorization to proceed is issued to CGMT.
 6. Client will assume responsibility of site landscaping damaged by CGMT drill rig.
 7. Bore locations will be accessible by CGMT drill rig.
 8. Borings will be backfilled with soil cuttings after the completion.
 9. Client will be responsible for locating utilities not covered by public utility service.

In the event, an ATV mounted rig will be required/used to access the boring locations based upon the site conditions at the time of field exploration, an additional ATV rig mobilization cost of \$300 and ATV Rig daily use of \$200 per day will be invoiced. Before mobilizing an ATV rig on the site, you will be informed of our intentions for both your review and authorization. If clearing of trees is required, we will provide costs for your approval prior to initiation of these additional services.

Our final billing would be based on all of the work authorized and performed at the direction of your office. Terms of payment for our services for the full amount is net 30 days of invoice.

Thank you for providing us the opportunity to present this proposal. Please contact our office if you have any questions regarding this proposal or if you need additional information.

Respectfully,

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Pratik Patel

Pratik K. Patel, P.E.
Vice President | Principal

Cc: File/PK

Attachment(s): Terms & Conditions



CGMT Proposal No. 23P0279
August 25, 2023

Authorization to Proceed: 23P0279

The below signed authorization indicated acceptance of the proposal in its entirety.

Signature: _____

Name: _____ **Company:** _____

Title: _____ **Date:** _____

Please provide CGMT the Client/Invoicing Information below.

The party listed below shall be responsible for payment on the services provided.

Name: _____ **Title:** _____

Company: _____

Address: _____

Phone: _____ **Alt. No.:** _____

Fax: _____ **E-mail:** _____

Proposals must be signed and returned to CGMT's office prior to scheduling inspection services. This process can be expedited by sending a fax or e-mail signed copy of the authorization to proceed to the CGMT office.



GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client:** Construction & Geotechnical Material Testing, Inc. (CGMT) (Engineer) shall serve as Client's geotechnical and materials engineering consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer:** Engineer will render engineering services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region. Engineer makes no warranty, either expressed or implied, with respect to its services.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision that purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer shall immediately comply with its terms and take all reasonable steps to reduce the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Engineer for the cost of such suspension and remobilization.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Client, under the same terms, whenever Client shall determine that termination is in its best interests, may terminate this Agreement. Cost of termination and costs of work performed at the time of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Property of Client:** Drawings, specifications, reports, and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

7. **Reuse of Documents:**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use of only the Client on this Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

8. **Compliance with Laws:** The Engineer shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations, which are in effect as of the date of this Agreement.

9. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of its net fee for the services from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer, or to the amount of the Engineer's insurance, whichever is less.

Client shall indemnify and hold harmless Engineer, up to the same amount that Engineer undertakes to indemnify the Client under this Agreement, from loss of expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise by reasons of the services rendered under this Agreement.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provision:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

19. **Designation of Authorized Representative:** Each party shall designate one or more persons to act with authority in its behalf in respect to all aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

21. **Payment for Services:** Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net due at the time of receipt of the final report and our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

22. **Limitation of Liability:** Client agrees to allocate certain of the risks associated with the project by limiting Engineer's total liability to Client, subject to available insurance proceeds, arising from Engineer's professional acts, errors, or omissions and for any and all causes under this agreement to the fullest extent permitted by law as follows. For projects where Engineer's fee estimate or proposed fees are:

- a. less than \$10,000 or less, Engineer's total aggregate liability shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.
- b. greater than \$10,000, Engineer's total aggregate liability shall not exceed \$25,000 or the total fee for the services rendered, whichever is greater.