



Heritage Lake Subdivision Special Service Area Commission

Mike Deluhery, Chairman
McKenzie Building – Second Floor Conference Room
Monday, August 19, 2024 – 8:00 a.m.

- I. Roll Call
- II. Public Comment
- III. Approve the minutes of the January 10, 2024 meeting
- IV. New Business
 - A. Review/recommend to Tazewell County Executive Committee the Ordinance Fixing the Budget for the HLA SSA for FY25
 - B. Review/recommend to Tazewell County Executive Committee the Levy and Assessment of Taxes for FY25
 - C. Review/recommend to Tazewell County Executive Committee the Engineering Design Quote for HLA Culvert Lining
- V. Approve bills as presented
- VI. Unfinished Business
- VII. Reports and Communications
- VIII. Recess

Members: Mike Deluhery, Jim Flynn, Bonnie Lemke,
Greg Menold, Brad Reed, Dan Parr

Minutes pending committee approval



HLA SSA Commission Meeting

Chairman Mike Deluhery
Second Floor Conference Room – McKenzie Building
Wednesday, January 10, 2024 – 8:00am

Committee Members Present: Chairman Deluhery, Jim Flynn, Bonnie Lemke, Greg Menold, Dan Parr, Brad Reed

MOTION **MOTION BY MENOLD, SECOND BY REED** to approve the minutes of the August 15, 2023 meeting.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

MOTION **MOTION BY MEMBER REED, SECOND BY MEMBER FLYNN** to receive and approve list of property owners for property tax assessment

Member Reed stated that the HLS SSA Member List consists of 607 members and the amount per member is \$700.16. He stated that the HLS SSA List Difference sheet consists of member names in blue, which are names that will be removed, and member names in green will be added.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

MOTION **MOTION BY MEMBER REED, SECOND BY MEMBER FLYNN** to certify list of property owners to county clerk

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

MOTION **MOTION BY MEMBER FLYNN, SECOND BY MEMBER REED** to approve county engineering fees

Member Parr stated that in 2023 they performed spray patching, seal coat, and crack sealing. He stated that the total was \$6,795.34 which is 5% of the total work that was done.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

DISCUSSION: Funds Investment Strategy

Treasurer Clark stated that she had meetings with different investors and State's Attorney Holly regarding the maintenance reserve fund. She stated that she has decided to go with IMET, who is out of Edwardsville, Illinois. She stated that it is a contingency fund, earns 5.1% which is reviewed annually, and is insured by the FDIC.

MOTION BY MEMBER FLYNN, SECOND BY MEMBER MENOLD to approve the bill from Tazewell County Asphalt for crack filling in the amount of \$5,360.00 and McLean County Asphalt for seal coat in the amount of \$121,896.80.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

(transcribed by S. Gullette)

ORDINANCE E24-____ Ordinance Fixing the Budget and Making Appropriations			
SPECIAL SERVICES			
Part 1: ESTIMATED RECEIPTS			
Cash on hand	\$ 1,161,874.92		Max. Levy
Taxes to be received in this fiscal year	\$ 425,000.00	vs.	\$438,295.00
Bond Proceeds	\$ -		
TOTAL ESTIMATED REVENUES AVAILABLE:	\$ 1,586,874.92		
Part 2: ESTIMATED EXPENDITURES			
	Budgeted		Appropriated
1 Special Services (Roads, ditches, culverts, etc.)	\$ -		\$ -
2 Road Maintenance	\$ 453,144.00		\$453,144.00
3 Bond Principal	\$ 159,700.00		\$159,700.00
3 Bond Interest	\$ 99,653.00		\$ 99,653.00
Publication Fees	\$ -		\$ -
Insurance Services	\$ -		\$ -
Legal & Professional Fees	\$ 5,000.00		\$ 5,000.00
Administrative Expenses	\$ 1,000.00		\$ 1,000.00
TOTAL	\$ 718,497.00		\$718,497.00

Note

Notes:

- 1 Only for new construction
- 2 Per "Maintenance 5-7-9" tab of "Design Quantities_updated_8Aug2023_BDR" spreadsheet
- 3 Per Bond Ordinance E-20-09

607 members in 2024

ORDINANCE E24-____ Ordinance for the Levy and Assessment of Taxes			
Section 2: \$ 425,000.00 = Total Levy			
Section 3:			
	AMOUNT APPROPRIATED		AMOUNT LEVIED
Special Services	\$ -		\$ -
Road Maintenance	\$ 453,144.00		\$ 159,647.00
Bond Principal	\$ 159,700.00		\$ 159,700.00
Bond Interest	\$ 99,653.00		\$ 99,653.00
Legal & Professional Services	\$ 5,000.00		\$ 5,000.00
Administrative Expenses	\$ 1,000.00		\$ 1,000.00
Total Appropriation & Levy	\$ 718,497.00		\$ 425,000.00
Section 5: \$ 425,000.00 = Levy			

ORDINANCE NO. E-24-

AN ORDINANCE FIXING THE BUDGET
AND MAKING APPROPRIATIONS FOR THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA
FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2025

WHEREAS, the Heritage Lake Subdivision Special Service Area (the "SSA") has been created by an ordinance entitled:

"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF HERITAGE LAKE
SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111 CREATING THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF
TAZEWELL, ILLINOIS"

adopted October 25, 2017, and effective as of October 25, 2017; and

WHEREAS, the SSA consists of the territory described in the ordinance aforesaid; and

WHEREAS, the County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Tazewell and State of Illinois as follows:

SECTION 1: That the following Budget containing an estimate of revenues available and expenditures and the appropriations contained therein be and the same hereby is adopted as the Budget and Appropriations of said Heritage Lake Subdivision Special Service Area for this fiscal year; and the following sums of money, or as much thereof as may be authorized by law; is hereby appropriated to defray the necessary expenses and liabilities of the Heritage Lake Subdivision Special Service Area, for its fiscal year ending on November 30, 2025, for the respective objects and purposes, as hereinafter set forth, namely;

SPECIAL SERVICES

PART 1: ESTIMATED RECEIPTS

Cash on hand	\$ 1,161,874.92
Taxes to be received in this fiscal year	\$ 425,000.00
Bond Proceeds	\$ 0.00
TOTAL ESTIMATED REVENUES AVAILABLE:	\$ 1,586,874.92

PART 2: ESTIMATED EXPENDITURES

	Budgeted	Appropriated
Special Services (Roads, ditches, culverts, etc.)	\$ 0.00	\$ 0.00
Road Maintenance	\$ 453,144.00	\$ 453,144.00
Bond Principal	\$ 159,700.00	\$ 159,700.00
Bond Interest	\$ 99,653.00	\$ 99,653.00
Publication Fees	\$ 0.00	\$ 0.00
Insurance Services	\$ 0.00	\$ 0.00
Legal & Professional Fees	\$ 5,000.00	\$ 5,000.00
Administrative Expenses	\$ 1,000.00	\$ 1,000.00
TOTAL	\$ 718,497.00	\$ 718,497.00

The foregoing appropriations are appropriated from the above revenue sources including the property tax levied upon the taxable property in the Heritage Lake Subdivision Special Service Area.

SECTION 2: All unexpended balance of any item or items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

SECTION 3: If any item or any portion thereof in this Ordinance shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Upon motion by Board Member _____, seconded by Board Member _____, adopted by the County Board of the County of Tazewell, Illinois, this 28th day of August, 2024, by roll call vote, as follows:

Voting Aye: _____ Voting Nay: _____ Absent: _____

APPROVED this 28th day of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE NO. E-24-

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING
DECEMBER 1, 2024, AND ENDING NOVEMBER 30, 2025,
IN AND FOR HERITAGE LAKE SUBDIVISION
SPECIAL SERVICE AREA**

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF TAZEWELL, ILLINOIS, as follows:

SECTION 1: Findings. The **HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA** (the “SSA”) has been created by an ordinance entitled:

**“AN ORDINANCE CONCERNING THE ESTABLISHMENT OF
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF
THE COUNTY OF TAZEWELL, ILLINOIS”**

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

**“AN ORDINANCE AMENDING ORDINANCE NO. E-17-111
CREATING THE HERITAGE LAKE SUBDIVISION SPECIAL
SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS”**

adopted October 25, 2017, and effective as of October 25, 2017. The SSA consists of the territory described in the ordinance aforesaid. The County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

SECTION 2: That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in the Heritage Lake Subdivision Special Service Area is ascertained to be the sum of \$425,000.00.

SECTION 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939 in the Heritage Lake Subdivision Special Service Area, said tax to be levied for the fiscal year beginning December 1, 2024, and ending November 30, 2025:

	AMOUNT APPROPRIATED	AMOUNT LEVIED
SPECIAL SERVICES	\$ 0.00	\$ 0.00
ROAD MAINTENANCE	\$ 453,144.00	\$ 159,647.00
BOND PRINCIPAL	\$ 159,700.00	\$ 159,700.00

BOND INTEREST	\$ 99,653.00	\$ 99,653.00
LEGAL & PROFESSIONAL SERVICES	\$ 5,000.00	\$ 5,000.00
ADMINISTRATIVE EXPENSES	\$ 1,000.00	\$ 1,000.00
TOTAL APROPRIATION & LEVY	\$ 718,497.00	\$ 425,000.00

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 234/1 *et seq.* and pursuant to an Ordinance Concerning the Establishment of Heritage Lake Subdivision Special Service Area.

SECTION 5: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$425,000.00 which said total amount the said Heritage Lake Subdivision Special Service Area requires to be raised by taxation for the current fiscal year of said County, and the County Clerk, of said County, is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED THIS ____ day of _____, 2024, pursuant to a roll call vote as follows:

Ayes: _____ Nays: _____

APPROVED by me this ____ day of _____, 2024.

Chairman of County Board

ATTEST:

County Clerk



AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors
Peoria, IL - Davenport, IA – Chattanooga, TN

austinengineeringcompany.com

Heritage Lake HOA
Mr. Brad Reed, President
PO Box 402
Mackinaw, IL 61755
reed.brad.hla@gmail.com

June 13, 2024

Re: Culvert Repair/Replacement/Lining Design Development Planning
+/- 15 Locations
Master Service Agreement
Heritage Lake, Mackinaw, IL

Thank you for the opportunity to submit a proposal for Professional Civil Engineering Design Development/Master Planning Services for the 2024 Culvert Repairs at Heritage Lake in Mackinaw, IL. The purpose of this proposal is to establish a master services agreement that will allow Austin Engineering to work with you on an ongoing basis on this development project. Each task required for this planning effort will be tracked separately and invoiced each month on an hourly basis for all time incurred during the design development phase.

At the completion of the design development phase we will prepare a proposal for the preparation of detailed construction plan documents a fixed fee proposal will be provided for your consideration and once that fixed fee proposal is approved, work within the hourly conceptual tasks for the project will be halted.

Example tasks within the hourly design development master planning services would include, but not be limited to, field inspections, coordination of televised reports if required, required field topographic survey of existing features within the proposed work areas, design development of overall plan sheets, archive plan review, preliminary opinions of probable construction costs, review meetings, coordination of early contractor pricing and correspondence or presentations as needed.

Based on our experience with past culvert repair projects at HLA and projects of similar scope and scale, we would suggest a starting design development phase budget of **\$15,000**. If additional budget is required, we will seek approval of an additional services budget from you before moving forward.

Invoices will be submitted each month on an hourly basis as time is incurred and payment is expected within 30-45 days of the date of each invoice. Progressive payments for invoices not

311 SW Water St., Suite 215, Peoria, IL 61602
220 Emerson Pl., Suite 101-A, Davenport, IA 52801
2115 Stein Drive, Suite 201, Chattanooga, TN 37421
P 1 (844) 691-AECI

Incorporated August 18, 1947

received within 30-45 days of submittal will incur interest charges in accordance with our General Conditions attached hereto, and work will be paused until each progressive invoice is paid in full. Payment for services provided under this agreement shall not be contingent on approval of any financing or negotiated leases with third parties. Services may be paused or cancelled at any time by providing email notice and an invoice will be generated for payment for work performed through the date that the email is received. All emails regarding projects related to invoicing and proposals should be directed to Devin Birch, President of Austin Engineering at dbirch@austinengineeringcompany.com. A copy of our current hourly rates are attached hereto. Hourly rates are subject to change on an annual basis, and a new hourly rate sheet will be provided to your office by email with notice of the new effective date.

We anticipate completing the hourly design development phase within a 4-6 week period following receipt of an authorization to proceed and a signed copy of this proposal returned to our office.

Again, we appreciate your consideration of Austin Engineering for your Professional Engineering and Land Surveying needs. If you have any questions or need additional information with respect to this proposal, please do not hesitate to contact us.

Sincerely,



Devin Birch, PE
Principal

* Accepted by:

Mr. Brad Reed

2024 Fee Schedule

Senior Professional Engineer	\$165.00/Hr.
Senior Project Manager	\$165.00/Hr.
Project Manager	\$125.00/Hr.
Professional Engineer	\$140.00/Hr.
Engineer II	\$105.00/Hr.
Engineer I	\$ 95.00/Hr.
Landscape Architect	\$110.00/Hr.
Professional Land Surveyor	\$145.00/Hr.
Land Survey Technician	\$ 90.00/Hr.
Surveyor I	\$ 95.00/Hr.
Surveyor II	\$105.00/Hr.
1-Man Survey with Robotic Instrument/GPS	\$140.00/Hr.
2-Man Survey Crew	\$170.00/Hr.
Expert Witness	\$500.00/Hr.

Rates are reviewed and adjusted on an annual basis in December for the following year.



AUSTIN ENGINEERING CO., INC. GENERAL CONDITIONS (CIVIL AND LAND SURVEYING SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF AUSTIN ENGINEERING CO., INC.'S EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS AUSTIN ENGINEERING CO., INC. AGREES OTHERWISE IN WRITING.

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Austin Engineering Co., Inc. (AECI) professional services proposal to which these General Conditions are attached, AECI's Schedule of Fees and Services, client's acceptance and signature (written or digital) on said proposal, AECI acceptance of said proposal, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Austin Engineering Co., Inc. (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said service, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by AECI for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by AECI. Unless otherwise expressly assigned in writing, AECI shall have no duty to any third party, and in no event shall AECI have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from AECI shall constitute acceptance of AECI's proposal and these General Conditions. In addition, Client's acceptance of AECI's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. ADDITIONAL SERVICES: For additional services not included above, the Consultant shall be compensated on an hourly basis per the attached fee schedule or lump sum fee as approved in advance in writing by both parties.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If AECI is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for AECI to perform its services. AECI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, AECI has not included in its fee the cost of restoration of damage which may occur and will not be responsible for such costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that client has advised AECI of any known or boundary or title disputes, defects in title, or ongoing litigation involving the property and has notified AECI of any suspected hazardous materials, utility lines, underground structures, or any other matter which may affect the ability of AECI to perform its duties as outlined in the Proposal or specified within these General Conditions at any site at which AECI is to perform services under this Agreement.

6. SITE INVESTIGATION: AECI services shall not include investigation for wetlands, environmentally protected or endangered species, hazardous substances, materials or waste or petroleum products. The above items include, but are not limited to, any material, species, or area now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. AECI shall not be liable for any damages as a result of the encounter with any of the items mentioned above. AECI's sole duty shall be to notify client of any encounter with the items mentioned above and AECI has no duty to identify or attempt to identify them within the project area.

7. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, AECI will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and AECI recommendations. No claims for loss, damage or injury shall be brought against AECI unless all tests and inspections have been so performed and unless AECI recommendations have been followed.

AECI services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose

work is being tested. AECI services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. AECI services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. AECI services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

8. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by AECI unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Conditions may not be uniform throughout an entire site and construction materials may vary from the samples taken. AECI shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by AECI are not designed to detect intentional concealment or misrepresentation of fact by others. AECI services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against AECI as a result of its services.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, AECI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. RETAINER/BILLING/PAYMENT: The firm or individual engaging AECI is responsible for payment of charges unless AECI is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Payment to AECI is not contingent upon the sale of the property or closing of any financial transactions. Prior to the provision of services, the Client shall deposit a retainer with AECI in accordance with the proposal, if required. Invoices for AECI services shall be submitted, at AECI's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Client shall notify AECI in writing within ten (10) days of receipt of AECI's invoice of any disputed amounts and the basis of the dispute. If no notice of dispute is received in writing within ten (10) days, full invoice amount shall be valid and due. Payments may be made via cash, check, or credit card. A 3.5% convenience fee will be assessed on all credit card payments. Client agrees to pay interest on all amounts invoiced and not paid within thirty (30) days at the rate of eighteen (18%) per annum (or the minimum interest rate permitted by applicable law, whichever is the lesser) until paid. The retainer (if required) shall be credits on the final invoice. In the event that any portion of an account remains unpaid 90 days after the billing, AECI may institute action and Client shall pay all costs of collection, including attorney's fees.

11. STANDARD OF CARE: AECI professional services will be performed, its findings obtained, and its reports prepared in accordance with this Agreement and with general accepted principles and practices. In performing its professional services, AECI will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. AECI may rely upon information supplied by the client engaging AECI, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, AECI will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in AECI reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should AECI or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon AECI services or work agree that the maximum aggregate amount of damages for which AECI, its officers, employees and agents shall be liable is limited to \$5,000 or the total amount of the fee paid to AECI for its services performed with respect to the project whichever amount is greater.

AUSTIN ENGINEERING CO., INC.

In the event client is unwilling or unable to limit the damages for which AECl may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of AECl's proposal, client will notify AECl of client's requested liability limit and AECl will provide an appropriate fee to be charged for the increase of this limit. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the exposure to an award of greater damages. In the event that AECl and the client cannot reach an agreement, AECl shall terminate the contract and refund the retainer to the client, less any amount due for work performed to date.

13. INDEMNITY: Subject to the provisions set forth herein, AECl and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fee arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rate share of negligence or fault. AECl and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS AND DATA: All documents produced and data collected by AECl are the instruments of AECl's professional service and shall remain the property of AECl and may not be used by the client for any other purpose without the prior written consent of AECl.

15. SUBPOENAS: AECl employees shall not be retained as expert witness except by separate written agreement. Client agrees to pay AECl pursuant to AECl's then current Fee Schedule for any AECl employee(s) subpoenaed by any party as an occurrence witness as a result of AECl's services.

16. OTHER AGREEMENTS: AECl shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein AECl waives any rights to a mechanics lien, or any provision that conditions AECl's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that AECl shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction, are merged in this Agreement. Unless expressly accepted by AECl in writing prior to delivery of AECl's services, client shall not add any conditions other than those contained in the Agreement. AECl's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of Peoria, Illinois or the Federal District Court for the Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.