

**DOCUMENT VET SHEET**  
**for**  
**Karen McConnaughay**  
**Chairman, Kane County Board**

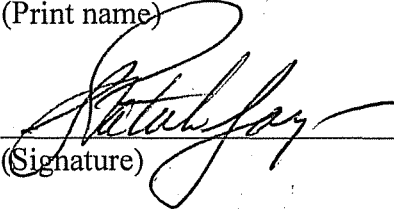
Name of Document: Agreement with Polach Appraisal Group for On-Call Review

Appraisal Services

Submitted by: Linda Haines

Date Submitted: \_\_\_\_\_

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

November, 2009  
(Date)

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:

Yes  No  
(Date) 1-4-10

Document returned to:

County Clerk

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

DATE: December 28, 2009

TO: Jean Weems  
County Board Office

FROM: Linda Haines

SUBJECT: Agreements

2 – Agreement between County of Kane and Polach Appraisal Group, Inc. for On-Call Review Appraisal Services with Document Vet Sheet. (Kane County Resolution #09-483)

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and then return to our office for further processing.

Thanks.

c: Joy Yehnert  
Manny Gomez

AGREEMENT BETWEEN  
THE COUNTY OF KANE AND POLACH APPRAISAL GROUP, INC.  
FOR ON CALL REVIEW APPRAISAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of December, 2009, between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the COUNTY), and POLACH APPRAISAL GROUP, INC., an Illinois Licensed Professional Appraisal Group, licensed to do business in the State of Illinois, with offices at 1761 S. Naperville Road, Suite 103, Wheaton, Illinois 60189 (hereinafter referred to as the APPRAISER). Both the COUNTY and the APPRAISER are sometimes hereinafter collectively referred to as the "Parties" and are sometimes hereinafter individually referred to as a "Party".

R E C I T A L S

WHEREAS, right of way appraisal/valuation services are necessary for the COUNTY to acquire highway right of way for the development and construction of various highway improvement projects throughout Kane County (herein referred to as PROJECT); and

WHEREAS, the PROJECT will lead to improved traffic progression, relieve congestion and promote the safety of the motoring public; and,

WHEREAS, in order to complete the PROJECT it is necessary to retain the services of an Illinois Department of Transportation (IDOT) certified and approved real estate appraiser to appraise right of way required for the various highway improvement projects that comprise the Project; and,

WHEREAS, the APPRAISER represents that he/she is IDOT certified and approved and possesses the requisite experience, skill and professional expertise in real estate and in particular highway right of way appraisal/valuation and is willing to perform the required services on an on-call basis as provided for herein (hereinafter the "Services") for a total not to exceed amount of Twenty Five Thousand Dollars (\$25,000.00) to be billed as provided for hereinbelow; and

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the APPRAISER.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the understandings of each Party with the other, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows, to wit:

1.0 INCORPORATION

- 1.1 All recitals set forth hereinabove are incorporated into and made part of this Agreement.

## 2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the APPRAISER according to the specifications in the scope of work, as specified in the attachments, attached hereto as Exhibit "A", which are hereby incorporated herein by reference. In all instances Services shall be performed in compliance with all IDOT and Federal Highway Administration standards and requirements as relate to federally funded highway projects unless otherwise indicated by the COUNTY in writing.

## 3.0 NOTICE TO PROCEED

3.1 Authorization for the APPRAISER to proceed with the Services described in the attachments shall be upon receipt of a notice to proceed with a particular assignment for the Services from the County Engineer of the COUNTY.

## 4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the County Engineer shall be required before any technical sub-consultant(s) is hired to complete any COUNTY ordered tasks.

4.2 Any such sub-consultant(s) shall be hired and supervised by the APPRAISER and the APPRAISER shall be solely responsible for any and all work performed by said sub-consultant or sub-consultants in the same manner and with the same liability as if performed by the APPRAISER.

## 5.0 TIME FOR PERFORMANCE

5.1 The APPRAISER shall commence the Services upon execution of this Agreement by both the APPRAISER and the COUNTY and upon receipt by the APPRAISER of each assignment from the COUNTY.

5.2 Within 5 days after the receipt by the APPRAISER of the Notice to Proceed with a particular assignment, the APPRAISER shall submit a detailed schedule as described in the Attachment(s) for completion of that assignment. The schedule is subject to approval by the County Engineer. Updates of the schedule shall be in accordance with the Attachment(s).

5.3 In the event that the APPRAISER cannot meet the delivery date(s) for review appraisals as set forth in the approved schedule due to late delivery of the appraisal report(s) to the APPRAISER, the schedule shall be adjusted to reflect each day that the appraisal reports are received late by the APPRAISER.

## 6.0 COMPENSATION

6.1 The COUNTY shall pay the APPRAISER for services rendered and shall only pay in accordance with the provisions of this Agreement.

6.2 For each period of seven consecutive days that the delivery of any appraisal(s) is delayed beyond the delivery date(s) as agreed to by the PARTIES, the

APPRAISER shall forfeit to the COUNTY a sum of money to be determined by the County but which sum shall not exceed \$1,000.00 for each seven day period for each delayed appraisal. If any appraisal is delayed more than twenty one 21 days beyond the delivery date(s) as set forth in the attachments, the COUNTY may, at its sole option, terminate this Agreement upon telephone notice to the APPRAISER.

- 6.3 The County reserves the right to retain 10% of each partial or full payment to ensure the appraisals delivered meet or exceed IDOT, FHWA and industry requirements and standards for performing the attached scope of Services. Retention will be paid out as the final payment upon satisfaction of the County Engineer that all services met or exceeded IDOT industry standards.
- 6.4 The COUNTY shall pay or cause to be paid to the APPRAISER not more often than every fortyfive (45) days. The APPRAISER must provide a contract budget status with each progress payment indicating total original contract amount plus any amendments minus progress payments to date with a total contract balance to date.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the APPRAISER full or partial payments of the compensation specified in the AGREEMENT based upon the number of assigned appraisal reports received. Payment will be made in the amount of sums earned less previous partial payments, retention and any penalties.
- 6.6 Total payments to the APPRAISER under the terms of this AGREEMENT shall not exceed Twenty Five Thousand Dollars (\$25,000.00).
- 6.7 The APPRAISER shall immediately notify the COUNTY in writing for any task subsequently requested by COUNTY not included in the Attachment(s). Failure to notify the COUNTY immediately in writing will result in forfeiture of any additional compensation for additional services without COUNTY prior approval.

## 7.0 DELIVERABLES.

- 7.1 The APPRAISER shall provide the COUNTY prior to the termination of this AGREEMENT, or at such time as the County Engineer directs, all information associated with the PROJECT.
- 7.2 Upon receipt, review and acceptance of all deliverables, final payment will be made to the APPRAISER.

## 8.0 APPRAISER'S INSURANCE

- 8.1 The APPRAISER shall maintain, at its sole expense, insurance coverage including:
- 8.2 Worker's Compensation Insurance in the statutory amounts.

- 8.3 Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000) dollars each accident/injury and five hundred thousand (\$500,000) each employee/disease.
- 8.4 Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence combined single limit and two million (\$2,000,000) dollars excess liability coverage in the aggregate combined single limit.
- 8.5 Comprehensive Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence of bodily injury or property damage.
- 8.6 Professional Errors and Omissions Insurance with a minimum limit of one million dollars (\$1,000,000).
- 8.7 It shall be the duty of the APPRAISER to provide to the COUNTY, copies of the APPRAISER'S Certificates of Insurance before issuance of a Notice to Proceed.
- 8.8 The insurance required to be purchased and maintained by APPRAISER shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

9.0 INDEMNIFICATION.

- 9.1 The APPRAISER shall indemnify and hold harmless the COUNTY, its elected officials, directors, officers, and employees from and against all claims, suits, actions, including costs, fees and reasonable attorney's fees, and any and all costs and fees arising from any negligent, or willful act, error, or omission of the APPRAISER, its employees and agents or its sub-consultant(s) or subcontractor(s) in providing the Services herein.
- 9.2 The COUNTY shall indemnify and hold harmless the APPRAISER, its officials, directors, officers, and employees from and against all claims, suits, actions, including costs, fees and reasonable attorney's fees, and any and all costs and fees arising from any negligently willful and wanton act or omission of the COUNTY, its employees and agents, to the fullest extent that the COUNTY is so authorized under the law.
- 9.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

- 9.4 If any errors, omissions intentional or negligent acts are made by the APPRAISER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the APPRAISER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.5 Acceptance of the work will not relieve the APPRAISER of the responsibility for the quality of its work, nor of its liability for loss or damage resulting therefrom.
- 10.0 SATISFACTORY PERFORMANCE.
- 10.1 The APPRAISER and its sub-consultants shall perform the Services provided for under this AGREEMENT, using the requisite degree of care, expertise and skill ordinarily exercised by an IDOT certified right of way appraiser and a reputable member of the appraisal profession, under similar circumstances.
- 11.0 CONFLICT OF INTEREST.
- 11.1 The APPRAISER covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of APPRAISER'S services under this AGREEMENT.
- 11.2 The APPRAISER, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).
- 12.0 OWNERSHIP OF DOCUMENTS.
- 12.1 The APPRAISER agrees that all documents, data, reports, drafting, studies, specifications, estimates, maps and computations of any kind (hereinafter documents) prepared by the APPRAISER under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY.
- 12.2 The documents and materials prepared under this Agreement shall become the property of the COUNTY upon completion of the Services and payment in full of all monies due the APPRAISER pursuant to the terms of this Agreement.
- 13.0 COMPLIANCE WITH STATE AND OTHER LAWS.
- 13.1 The APPRAISER and sub-consultants will comply with all State, Federal and Local statutes, ordinances, regulations, rules requirements and the like.
- 13.2 The APPRAISER and sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed,

color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both parties.

15.0 PROJECT SCHEDULE AND TERM OF THIS AGREEMENT.

15.1 The APPRAISER shall submit all specified materials for each particular assignment to the COUNTY no later than the number of days agreed to between the PARTIES for that assignment.

15.2 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed and shall continue in full force and effect until either the PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0, or on December 31, 2010. The COUNTY may at the sole option of the COUNTY's County Engineer, unilaterally renew this Agreement for an additional one year term up to and including December 31, 2011.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this AGREEMENT, either Party shall have the right to terminate this AGREEMENT for cause upon seven days (7) days written notice upon the other party.

16.2 Upon such termination, the liabilities of the Parties to this AGREEMENT shall cease, but the Parties shall not be relieved of the duty to perform their obligations up to the date of termination.

16.3 Upon expiration of the term of this AGREEMENT by written notice or otherwise, all data, work products, reports and documents produced, as a result of this AGREEMENT, shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT between the Parties.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either party without prior written approval by the Party not requesting assignment.



19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. Venue for any dispute arising under the terms of this Agreement or otherwise shall be in the Sixteenth Judicial District, Kane County, Illinois.

21.0 NOTICE

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION  
OF TRANSPORTATION  
41W011 Burlington Road  
St. Charles, IL 60175  
Attn: Carl Schoedel, P.E., County Engineer

POLACH APPRAISAL GROUP, INC.  
1761 S. Naperville Road  
Suite 103  
Wheaton, Illinois 60189  
Attn: Kenneth F. Polach, MAI, SRA

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

POLACH APPRAISAL GROUP, INC.

  
KAREN McCONNAUGHAY  
CHAIRMAN  
KANE COUNTY BOARD

  
KENNETH F. POLACH, MAI, SRA  
TITLE:

ATTEST:

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JOHN CUNNINGHAM  
KANE COUNTY CLERK

ATTEST:

  
TITLE: SECRETARY

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