



WEST DES MOINES WATER WORK BOARD OF TRUSTEES MEETING COMMUNICATION

DATE: February 20, 2018

ITEM:

4. Consent Agenda
e. Motion –

Concurring with Staff Approval of a Professional Services Agreement with JCG Land Services, Inc. for Professional Services for the Appraisal of Property

FINANCIAL IMPACT:

\$2,095

SUMMARY:

The West Des Moines Water Works service territory has expanded over the last several years to include areas south of the Raccoon River. This area does not currently have elevated storage.

Staff became aware that a parcel of ground at 2184 SE Adams Street may be for sale. This site may serve well as a potential elevated water storage tower site due to its size, ground elevation, and proximity to large diameter water mains. Staff approached the potential seller and the seller was willing to discuss a potential sale with the Water Works. The first step of a potential acquisition is to obtain an appraisal of the property.

Staff requested a quote from JCG Land Services, whom the Water Works has previously used for similar work. The contract amount was approved administratively.

BACKGROUND:

The West Des Moines Water Works service territory now includes an area South of the river and East of Interstate 35 which is not currently served by an elevated water storage tower. No timeline has been set for construction of a tower, but staff recommends the purchasing of a tower site if a site becomes available and meets certain criteria.

RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

To concur with Staff Approval of a Professional Services Agreement with JCG Land Services, Inc. for Professional Services for the Appraisal of Property

Prepared by:

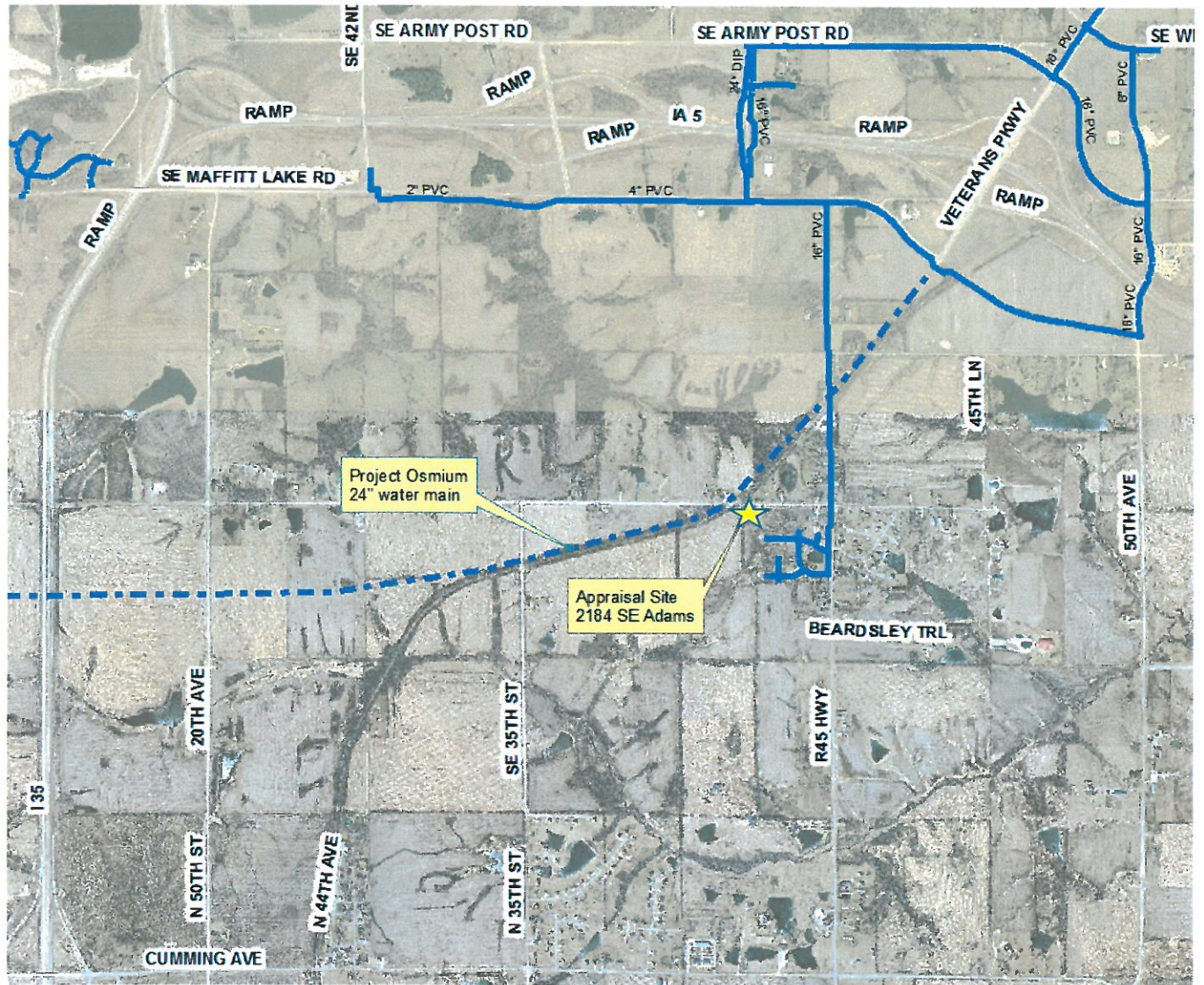
A handwritten signature in dark ink, appearing to read 'William Mahoney', written over a horizontal line.

Approved for Content by:

A handwritten signature in dark ink, appearing to read '[illegible]', written over a horizontal line.

**WEST DES MOINES WATER WORK
BOARD OF TRUSTEES MEETING COMMUNICATION**

Location Map





Right of Way Services Agreement

This Agreement made this 2nd day of February, 2018, by and between West Des Moines Water Works, hereinafter referred to as the "CLIENT"; and JCG LAND SERVICES, INC., hereinafter referred to as "JCG". Unless otherwise terminated, this Agreement shall remain in effect until all work requested by the CLIENT on the Project has been completed.

Project Description

The proposed Scope of Services to be performed is based on a review of factual information provided by the CLIENT, and includes property acquisition plans, area calculations, an estimate of the total number of parcels ultimately affected, title research requirements, Just Compensation valuation assignment(s), the proposed temporary, permanent and fee simple rights sought to be acquired, and drafting of all necessary transfer documents (EXCEPT: Warranty Deeds for Fee Acquisitions; Acquisition Plats with Legal Descriptions; and Appraisal and Appraisal Review products). It has been estimated that West Des Moines Water Works intends to acquire property located at **2184 SE Adams Street, Cumming, Iowa 50061**. JCG will coordinate the appraisal of the subject property.

- Umbrella Liability (\$5,000,000)

Governing Law

The laws of the State of Iowa will govern this Agreement. Any litigation arising from this Agreement shall be brought in the courts of this State.

- Automobile Liability (\$1,000,000)
- Worker's Compensation & Employer's Liability (\$1,000,000)
- Cyber Security (\$1,000,000)

Performance

All services will be performed by JCG in a manner consistent with that degree of skill ordinarily exercised by members of the same profession, and shall give consultation and advice to the CLIENT during the performance of services under this agreement.

Changes in Work and Extra Work

The Scope of Services proposed in this Agreement is based on information provided by the CLIENT and facts known at the time this Agreement is submitted. If, during the performance of services, facts are discovered that indicate a change in the Scope of Services is necessary or if JCG believes that any work JCG has been directed to perform is beyond the scope of this Agreement, JCG may request that the Scope of Services be re-evaluated. JCG will promptly inform the CLIENT of such

Indemnification and Insurance

JCG shall maintain the following insurance and list CLIENT as the certificate holder:

- Professional Liability (\$2,000,000)

situations, and if the facts indicate a material change in the Scope or Project Schedule, the parties shall renegotiate this Agreement as necessary.

Indemnification

The CLIENT agrees to indemnify JCG from any claims, damages, losses, and costs, including but not limited to, attorney fees and costs of litigation caused by breach of contract, negligence, or willful misconduct of the CLIENT, its employees, affiliated corporations, officers or employees, or any of its subcontractors in connection with this Agreement.

JCG agrees, to the fullest extent permitted by law, to indemnify or hold harmless the CLIENT against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by JCG's negligent acts in connection with this Agreement.

Neither the CLIENT nor JCG shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Company's Employees

The CLIENT agrees that neither the CLIENT or any other entity related to the CLIENT will, either directly or indirectly, solicit an employee of JCG Land Services, Inc. or its subsidiaries or hire or make an offer of employment to an employee of JCG Land Services, Inc. or its subsidiaries without prior written consent or for a period of two (2) years after termination of this Agreement.

Termination

This Agreement shall terminate when the work of JCG has been completed and JCG has been paid for all completed work.

The CLIENT and JCG may cancel or terminate this Agreement by giving written notice at least thirty (30) days prior to the date of termination. The CLIENT shall pay JCG for services and Reimbursable Expenses performed or incurred prior to the termination date.

Severability and Survival

Any portion of this Agreement later held to be unenforceable for any reasons shall be deemed void, and all remaining provisions shall continue in full force and effect.

ACQUISITION SERVICES

JCG shall serve as the CLIENT's professional representative in the performance of the scope of work described in the **Exhibit "A" Scope of Services**, attached and made a part of this Agreement. JCG will provide the level of supervision of its employees, agents, and subcontractors necessary to insure work is performed in compliance with the CLIENT's procedures, policies and schedule and attend the CLIENT's scheduled production or work progress meetings, resolve or recommend solutions to technical or professional property acquisition issues, make recommendations to accept, reject or require additions or revisions to property acquisition work products, supervise the work of JCG's personnel assigned to the project, respond to inquiries or requests for information made by the CLIENT, and deliver records and files as required by this Agreement.

Compensation Valuations

If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$10,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for the CLIENT as required by Section 6B.54(3) of the Iowa Code. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser. The CLIENT shall approve the Review Appraiser's allocation of value to be offered as Just Compensation for the acquisition of each parcel. *The costs for procuring appraisal and review appraisal reports for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.*

For uncomplicated acquisitions with compensation anticipated to be less than \$10,000.00 per parcel, JCG will prepare Compensation Estimates to allocate Just Compensation.

Not Covered

Services not furnished by JCG are not covered by the terms of this Agreement. The CLIENT shall be solely responsible for

performance of work not covered by this Agreement.

**ESTIMATE OF RIGHT OF WAY
SERVICE FEES AND COSTS**

JCG shall provide professional right of way services, as described in this Agreement, for the agreed estimated fee, plus reimbursable out-of-pocket costs and expenses. JCG shall be paid from statements invoiced every month for all work completed. Reimbursement for actual expenses include: appraisal and appraisal review services, title search reports, mileage at the current Federal rate. Other reimbursable costs include: copy costs; recording or filing fees; mail and phone charges, and similar costs incurred in the performance of the work.

JCG's proposed fees for the agreed scope of services are:

Appraisal of Subject Property:	\$2,000.00
Project Management:	\$95.00
Total Project Estimate	\$2,095.00

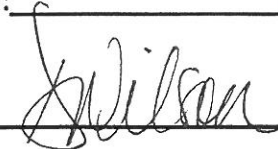
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this
2nd day of February, 20 18.

Execution of this Agreement by the CLIENT and JCG constitutes written authorization to JCG to proceed with the Scope of Services contained herein. The Agreement shall become effective on the date noted above.

SIGNATURES:

CLIENT/CLIENT

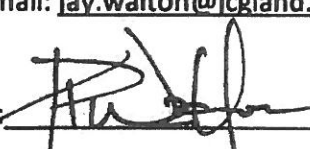
Name: West Des Moines Water Works
Department: _____
Address: 4200 Mills Civic Pkwy, Ste. 1D
Address: West Des Moines, IA 50265
Phone: 515-222-3510
Fax: _____
e-mail: _____

By: 

Title: General Manager

JCG LAND SERVICES

Jay P. Walton
JCG Land Services, Inc.
1715 South G Avenue
Nevada, IA 50201
Phone: (515) 382-1698
Fax: (515) 382-2778
e-mail: jay.walton@jcgland.com

By: 

Title: Vice President

INVOICING

JCG invoices shall be directed to the appropriate department personnel as follows:

Name: William Mabu, PE
Department: West Des Moines Water Works
Address: 4200 Mills Civic Parkway, Suite 1D
Address: West Des Moines, IA 50265
E-mail: william.mabuce@wdmww.com
Phone: 515.222.3510
Fax: _____

Exhibit "A"

Scope of Services

Easement Acquisition:

On behalf of the CLIENT, JCG will perform the following tasks; or, when necessary, will obtain those professional services from local, qualified resources and pass those direct costs through to the CLIENT based on actual bills and/or receipts for service with JCG's invoice(s):

- **Compensation Valuation.** JCG will retain the services of an M.A.I. (Member Appraisal Institute) designated appraiser who will provide a detailed appraisal which reports and justifies their opinion of the fair market value of the subject property.
- **Project Management.** Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the CLIENT and/or its contractors as necessary, and submit periodic status reports to the CLIENT that will calculate the level of completion of each respective task in the process.

In support of the project management effort, JCG will attend project coordination meetings scheduled by the CLIENT and/or its contractors, or agents, for the purpose of status updates and resolving problems, property owner issues, design revision complications, condemnation support, and any other project related purpose as requested throughout the duration of this Beaver Drive improvement project.

- **Changes in Work and Extra Work.** The Scope of Services proposed in this Agreement is based on information provided by the CLIENT, and facts known at the time this Agreement is submitted. If, during the performance of services, facts are discovered that indicate a change in the Scope of Services is necessary or if JCG believes that any work JCG has been directed to perform is beyond the scope of this Agreement, JCG may request that the Scope of Services be re-evaluated. JCG will promptly inform the CLIENT of such situations, and if the facts indicate a material change in the Scope or Project Schedule, the parties shall renegotiate this Agreement as necessary.

Services not furnished by JCG are not covered by the terms of this Agreement. The CLIENT shall be solely responsible for performance of work not covered by this Agreement.