CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: August 24, 2015**

Resolution - Approving Professional Services Agreement
Right-of-Way Acquisition Services
JCG Land Services, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services associated with Right-of-Way acquisition will not exceed $100,000.00. Billings will be invoiced at the rates shown in the scope of services including expenses for ROW acquisition services and compensation estimating services. Costs for these services will be charged to the appropriate capital improvement accounts depending on the project. The accounts and ultimate funding sources will be determined by the Finance Director. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council.

BACKGROUND:

Approval of this action authorizes JCG Land Services, Inc. to perform the professional services necessary for property acquisitions and preparation of compensation estimates on behalf of the City for Capital Improvement Projects. Upon concurrence, the City Clerk is authorized to enter into the contract(s). The period of the contract(s) will not exceed 18 months unless agreed upon by both parties.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:
- Resolution Approving Professional Services Agreement.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	August 17, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described capital improvement work:

Right-of-Way Acquisition Services
Project No. 0030-030-2015

and,

WHEREAS, the City from time-to-time has right-of-way acquisition needs associated with Capital Improvement Projects; and,

WHEREAS, Engineering Services Department staff have recommended the right-of-way acquisition and compensation estimate services be provided by a Real Estate professional, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from JCG Land Services, Inc., to perform the work requested at an hourly rate not to exceed the amount shown below;

Basic Services of the Consultant **$ 100,000.00**

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that JCG Land Services, Inc. is hereby directed to perform the work for ROW acquisition services on an as-needed basis not to exceed a period of 18 months.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with JCG Land Services, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this **24th** day of **August, 2015.**

_____
John Mickelson, Mayor Pro Tem

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and _____JCG Land Services, Inc._____, (Fed. I.D. # 42-1448231), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

   Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

      I. Basic Services of the Consultant $ 100,000.00
      II. Resident Consultant Services $_____

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

   A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: JCG Land Services, Inc.
Attn: Jay P. Walton
Address: 1715 South G Avenue
City, State: Nevada, IA 50201

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing

the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF WEST DES MOINES
BY: _____	BY: _____
Jay P. Walton, Vice President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

Scope of Services

JCG provides our clients with professional and effective right of way acquisition, relocation assistance and GIS mapping services; and our teams have extensive and diverse experience with all types of projects to tailor a comprehensive acquisition plan to meet the scope and schedule of work required. Our tasks include the following summary of services:

Project Management –
JCG's project manager and acquisition specialist(s) will attend meetings with the Acquiring Authority to discuss project details including the purpose of the project, design, construction schedule, scope of tasks for acquisition process, number of parcels, project coordination meetings and public hearing/meeting requirements, prior correspondence with affected property owners, and other tasks requested by the Acquiring Authority. Based on the project scope and schedule, JCG will develop a staff resource plan for review and approval by the Acquiring Authority.

JCG will be responsible for effective staffing on the project and ensure all acquisition tasks are completed accurately and completely. The project manager will be responsible for the quality of work, compliance with all local, state and federal statutes and laws, cost control, and adherence to the project schedule per the terms of the scope of services, and will serve as the primary contact with the Acquiring Authority and other client staff as requested. The project manager will conduct regular meetings with the Acquiring Authority and project team, and provide progress and status reports for each parcel and overall project completion reports on a regular schedule, as requested by the Acquiring Authority.

Right of Entry Agreements –
JCG will be responsible for obtaining written permission from affected property owners along the route for the purposes of obtaining land survey data, locating property boundaries and physical features, and soil, natural resource, environmental, and historical site investigations. At the initiation of each project, the Acquiring Authority will provide JCG an exhibit of effected parcels that will require Right of Entry Agreements. JCG will then prepare a Right of Entry template (for review and approval by the Acquiring Authority) to be used to negotiate, in-person, the access rights and gain permission for the Acquiring Authority and/or its agents or contractors to enter upon private property.

Public Hearing / Public Information Meeting -
If the right of way sought to be acquired is agricultural land as defined in Iowa Code Section 6A.21 *Condemnation of Agricultural Land – definitions*, JCG shall participate in the public hearing process for the purpose of implementing the requirements of Section 6B.2A *Notice of Proposed Public Improvement* of the Iowa Code, unless the acquisition is found exempt under Subsection 6B.2A(4). The Acquiring Authority will complete and mail the Notice of Public Hearing to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing, and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. JCG will then participate in the Public Hearing to explain the acquisition process, the schedule, and answer questions pertaining to the impacts of the project.

Title Reports -
For Fee or Permanent Easement acquisition purposes, JCG will obtain Record of Ownership and Liens report(s) from a local abstracter within the respective county the project is located, to identify all the owners, easements, other interest holders, mortgages and other lien holders, and encumbrancers needed to obtain possession of the interests in land being acquired. The costs for procuring the Record of

Ownership and Liens for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

Compensation Valuations -
If the proposed acquisition for any parcel is complicated and/or estimated to exceed $10,000.00, JCG will recommend to the Acquiring Authority an experienced Eminent Domain Appraiser and Review Appraiser to prepare the appraisal products for the acquisition of right of way as required by Section 6B.54(3) of the Iowa Code. Upon approval of the appraiser by the City, JCG will make the appraisal assignments; and, upon completion, provide the appraisal and appraisal review reports to the Acquiring Authority. The Acquiring Authority shall approve the review appraiser's allocation of just compensation prior to JCG mailing the appraisal to the property owner(s). The costs for procuring any appraisal and review appraisal reports 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'S Acquisition Specialist will research arms-length comparable sales data to determine a range of value for just compensation to be paid. The Acquisition Specialist will then prepare Compensation Estimates to allocate just compensation for the right of way sought to be acquired, and submit them to the Acquiring Authority for approval prior to JCG initiating negotiation with the owner(s).

Acquisition Document and File Preparation –
Prior to negotiations, JCG will request templates from the Acquiring Authority to use for the preparation of temporary and permanent acquisition documents, purchase agreements, and other supporting transfer documents as required by law and required for the project. Or, upon request, we can provide document templates for each situation to submit to the Acquiring Authority for their review and approval. Our acquisition specialists will correctly prepare all forms of conveyance documents necessary to acquire the land rights sought; and, upon completion, assemble the corresponding parcel file to be turned in to the Acquiring Authority for the audit, payment, and closing processes. Our closed files will consist of:

- Certificate of Negotiator
- Easements, or Deeds, signed by all interest holders in the property
- An Administrative Settlement form if an amount above the appraisal is recommended
- Owner (and Tenant) Purchase Agreements
- Offers to Purchase and/or Relocation Assistance
- Record of all contacts and correspondence
- W-9 form
- Disclosure of Representation
- Goundwater Hazard Statement, if applicable
- Subordinations, Releases, and Affidavits to clear title for closing
- Estimates for cost to cure damage items
- Acquisition Plat and Legal Description
- Record of Ownership and Liens Report

Uniform Act: Acquisition, Negotiation and Relocation Assistance Services –
JCG is well versed in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Iowa Relocation Assistance Act. We assist affected property owners with engineering design interpretation, conclusions of value for just compensation, good-faith negotiations, damage settlement resolution, and the relocation assistance process in full compliance with state and federal law, when applicable.

Closing Assistance -
It is understood and agreed that the Acquiring Authority will complete transaction closings. However, if requested, JCG is able to provide closing assistance services including, but not limited to the following tasks:

- Complete the real estate closing processes and procedures per local regulations
- Clear title by securing judgment and lien releases, and partial mortgage releases
- Coordinate preparation for the closing - including approval by the Acquiring Authority's attorney of all documentation that will be required for administrative approval and funding requests
- Receive and distribute acquisition payments to appropriate parties
- Assure that the closing documents are properly recorded
- Provide a completed acquisition file that will clear an audit process. If there would be any curative work requested from any audit, our team would complete those required items as needed.

Condemnation Support -
In the event an impasse with negotiations is reached and condemnation should become necessary with any parcel, JCG will complete and assemble the parcel file information in an appropriate sequence to expedite the Application for Condemnation to be filed by the Acquiring Authority's attorney. Upon request, JCG staff will attend necessary meetings in support of the condemnation proceeding and appear at the compensation hearing.

Work Plan

Based on the size and description of the project and scope of work provided by the Acquiring Authority, JCG will prepare parcel files which will include title reports, appraisals and appraisal review products and/or compensation estimates, transfer documents, correspondence with the landowners and tenants, and a final allocation of compensation. The following is a sample list of tasks that are normally followed by JCG's Acquisition Specialists to successfully complete the acquisition process:

- Meet with client and/or the acquiring authority to discuss project specifics including design impacts, parcels to be included in project, results of title and appraisal work to confirm land ownership and compensation values, project schedule, complications and unexpected events, work performed to date, and cumulative acquisition costs
- Engage the services of an experienced eminent domain appraiser and review appraiser
- Order Record of Ownership and Liens Reports for all Fee and Permanent Easement acquisition parcels
- Conduct limited title search of public records for all Temporary Easement only parcels
- Prepare complete acquisition documents for all parcel files (Except Warranty Deeds)
- Review of title work to identify title holders and obtain abstracts for continuation when properties are purchased in fee
- Determine all acquisition assignments utilizing approved project plans and acquisition plats with legal descriptions provided by the Acquiring Authority
- Mail approved appraisal reports for complex or high-value acquisitions, and provide landowner notice requirements per local, state or federal regulation

- Initiate contact with owners and any tenants to schedule face-to-face meetings whenever possible
- Review and present to the property owner the just compensation land valuation information provided by the appraiser; or uncomplicated and/or low-value compensation estimates provided by JCG staff
- Interview displacees subject to relocation assistance
- Inspect properties, present offers of relocation assistance
- Negotiate the acquisition with owners and tenants in a good-faith effort to reach an agreeable solution within the scope and limits of the project (including communicating any engineering or design concerns back to the appropriate staff for consideration)
- Prepare Administrative Settlements for approval by City staff for any settlement amount in excess of the approved appraisal amount
- Attend closings, and process and review relocation assistance claims
- Submit the completed files to the Acquiring Authority for payment and closing or further processing if an impasse is reached

JCG also has the flexibility of adding supplemental staff to projects, as needed, to meet project expectations and maintain construction letting schedules.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 20 ___ .

Execution of this Agreement by the Acquiring Authority 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:

ACQUIRING AUTHORITY

Name:_____
Department:_____
Address:_____
Address:_____
Phone: _____
Fax:_____
e-mail:_____

By:_____

Title:_____

ROW AGENT

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

By: _____

Title: Vice President

INVOICING

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

Name:_____
Department:_____
Address:_____
Address:_____
Phone: _____
Fax:_____
e-mail:_____

ATTACHMENT 2

PROJECT SCHEDULE

ATTACHMENT 3

Schedule of Fees

JCG shall provide professional right of way services, as described in this Proposal, per the following fee schedule:

Acquisition Specialists	$85.00/hr.
Relocation Assistance Specialists	$85.00/hr.
Project Manager	$95.00/hr.

Reimbursement for actual project related expenses include mileage within the city limits of West Des Moines at the current Federal rate, copy costs, recording or filing fees, mail and phone charges, and other similar incidental costs incurred in the performance of the work. Other expenses such as appraisal and appraisal review services, title search reports and/or abstracting costs, lodging and Per Diem require prior approval by the Acquiring Authority prior to expenditure.

All JCG invoices for completed work will be based on a Time and Materials contract, with a total not-to-exceed amount of $100,000.00. If requested, each independent project covered by this Agreement will be designated with a unique project number, with the respective services and expenses itemized to facilitate the budget, accounting, and payment processes.