

805 N. 36th Street, Suite B
St. Joseph, Missouri 64506
p: 816.233.9300 f: 816.233.9399
e-mail: info@gga-pc.com
web: www.gga-pc.com



July 8, 2019

Woodbury County Board of Supervisors
401 8th Street
Sioux City, IA 51101

Revised
07/24/19

Re: Agreement for Pre-Design/Planning Services
Re: Potential 400-500 Bed Adult Justice Center

Attn: Kenny Schmitz, Director of Building Services

Dear Sir:

We are pleased to present herewith, our proposal to provide Master-planning services for the referenced Project. For purposes of this limited agreement, the Woodbury County Board of Supervisors is the "Owner(s)", Goldberg Group Architects, PC (GGA) is the "Consultant" and the proposed new, freestanding Adult Detention & Justice Center is the "Project"

Both parties set forth,

1. The Project

- a) We understand that Owner intends to investigate the various aspects related to, and necessary for design, construction and operation(s) of a new freestanding, approximately 400-500 Bed Detention & Justice center to replace the current facility originally built in 1986 which has been found to be increasingly outdated and inadequate;
- b) We understand further, that the Owner may require a Voter Referendum to accomplish this project, passage of which is deemed necessary to proceed with the approved recommendations from this Study;
- c) Lastly, we understand that the Owner needs the services of a consultant who is experienced in these matters – i.e.: Criminal Justice and Judicial planning and design, to advise on Project need(s), size, layout, operations, costs, funding and other project-related issues relevant to the County's further consideration of this project;



2. Planning Services

- a) Therefore, we propose to furnish Master Planning services in four (4) components, i.e.: as four "Work Packages", set forth below:

• **Work Package #1 – Site Analysis**

This portion of our activities covers analysis and comparison of potential project sites, including but not limited to,

- Assembling applicable property information;
- Creating potential site concepts to test site size, shape, topography and adjacency related issues;
- Analysis of zoning, setback and other pertinent restrictions;
- Access to adequate site utilities;
- Access to adjacent roads and highways;
- Access to Public Transportation
- Soils-load capacity (for foundations)
- Flooding issues
- Acquisition costs
- Adjacent property uses (within ½ - mile radius)
- Route(s) between site and County Courthouse, airport and other similar Justice facilities in the region;

• **Work Package #2 – Proposed Detention Center Study**

This package pertains to the actual proposed Detention Center itself, including but not limited to,

- Development of a formalized Needs Assessment Report, including Custody analysis;
- Proposed Project space program, listing all departmental areas, rooms, functional space allocations and override factor(s) – i.e.: circulations, mechanical and electrical rooms, etc.;
- Development of conceptual plans which incorporate all major (plan) components – i.e.: Detention Housing and Support, Courts and County services, Sheriff's Administrative offices, Evidence Suite, etc.;
- Develop appropriate exterior concepts – i.e.: elevations and renderings, such that the utility, maintenance, cost and appearance of various exterior materials and treatment(s) can be compared and finalized by County officials and the Community through public presentation(s);



• **Work Package #3 – Proposed Project Performance**

This component develops our Charts A-D, i.e.: project pro-forma(s), balancing the following aspects of the proposed facility's operations,

- Develop Staffing and Operations with Sheriff, Jail Administration and appropriate County officials, incorporate Woodbury County's historic salaries, benefits and operating costs with GGA's own cost data, until all applicable parties have come to agreement, i.e.: for successfully proposing a new operating budget for the proposed Detention Center;
 - Assist the Sheriff to explore options for Housing revenues, develop opportunities for housing detainees from other jurisdictions, for US Marshall's Services, ICE, etc.; develop revenue assumptions which reflect realistic margins;
 - Assist the County's financial professionals with "Sources and Uses" (of funds), develop funding options which reflect favorable Coverage ratio(s), with viable Debt amortization, in order to minimize, to the greatest assumable extent, adverse Community tax consequences;
- b) While these first three Work Packages #1 - #3, are considered on an aggregate basis and will be commenced together for purposes of this Planning agreement, the fourth- and final Work Package #4, is considered on a stand-alone basis and will require separate Board approval,

• **Work Package #4 – Public Education**

- This separate Package purposes to utilize assistance from the Planning consultant, specifically to advise County officials, prepare graphic and narrative materials suitable for public distribution and participate in Public/Civic forums, as may be appropriate for informing the Woodbury County Community as to need, nature, cost, location, operations and appearance of the proposed Justice Center project;
- c) At such time as our design activities, preparation of presentation materials and project cost analysis are sufficiently developed, we will be available, as requested, to assist County officials to initiate public meetings, civic group presentations, media interviews, etc., estimated to commence approximately ninety (90) days after County approval of this proposal; such assistance shall continue until the date of the County's Referendum should one be necessary;



- d) Once the County elects to proceed with the proposed Project, we will be available to serve as the County's architect, at which time an appropriate contract will be executed between the two parties; consistent with the planning materials developed and presented as part of this Study;
 - o Woodbury County Supervisors reserve the right to retain the Planning consultant as Project Architect or solicit proposals from other consultants who may offer comparable services; at the conclusion of this agreement, no further obligation from either Party to the other is stated nor implied by this agreement;
 - o All narrative and graphic materials and other work product(s) developed by the Consultant during the course of this agreement shall be considered property of Woodbury County;
- e) In the event, a proposed Referendum is placed on the ballot and fails, we will assist the County to determine what, if any, modifications should be made to the various design and presentation materials we prepared and make any- and all such changes to place the vote on the ballot a second time;

3. Compensation

- a) **Fees** shall be on a stipulated-sum basis for each component, i.e.: Work Package, as follows:

• Work Package #1 (Site Analysis)	\$25,000
• Work Package #2 (Building Study)	\$25,000
• Work Package #3 (Project Performance)	<u>\$25,000</u>
Total (Aggregate) Fee(s) – Packages #1 - #3	\$75,000
• Work Package #4 (Public Education)	<u>\$18,500</u>
Total Proposed Fees	\$93,500

- b) **Fee credit** – at such time as the Project proceeds and if we are retained as your project architect(s), **Twenty-thousand dollars (\$20,000)** will be credited against the Owner's account;



- c) **Statements** – shall be invoiced on a monthly basis for services and expenses incurred during preceding Thirty (30) days;
- d) In the event a Voter Referendum is proposed and fails, we will assist the County with a second vote without additional/further fees – i.e.: charging only customary printing & travel expenses;

4. Additional Services & Expenses

- a) In the event the Consultant is requested to add or modify services to this agreement, he shall be entitled to charge additionally for such services at his customary Hourly rates set forth below; however, at no time shall Consultant be entitled to charge additional services without the prior approval of the Owner;

Senior Principal.....	\$165/Hr.
Senior Project Architect.....	\$125/Hr.
Technical.....	\$ 80/Hr.
Clerical.....	\$ 40/Hr.

- b) **Reimbursable Expenses** – shall be charged to the Owner @ 100% (direct cost) only, including vehicular mileage at current IRS rates, lodging, meals and printing; expenses shall be included with the consultant's monthly statements and shall be fully documented with applicable receipts, etc.

5. Termination

Either Party may terminate this Agreement with ten (10) days written Notice to the other. At such time as Notice is given, the Architect will furnish a Final Statement in accordance with Section 3 which is due and payable upon receipt, for services and expenses provided prior to the date of Termination,

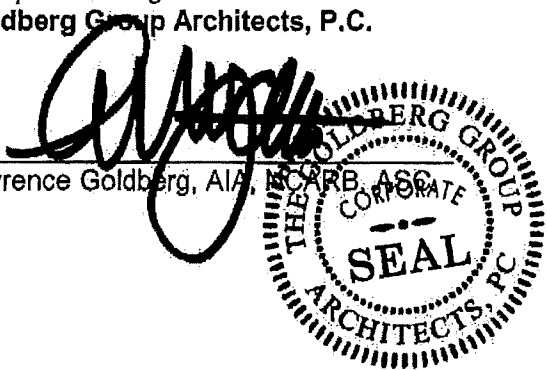
Agreement for Pre-Design/Planning Services
July 8, 2019



If the foregoing meets with your approval please execute all four (4) copies and return (2) to our office. We appreciate this opportunity to serve Woodbury County in this important regard and look forward to working with you, Sheriff Drew, Dennis Butler, Administrator Wingert and the Board of Supervisors once again.

Accepted and Agreed:
Goldberg Group Architects, P.C.

Lawrence Goldberg, AIA



Accepted and Agreed:
Woodbury Co. Board of Supervisors

Hon. Keith Radig, Chairman

Date: 7/30/ 2019