

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9/13/2018 Weekly Agenda Date: 9/18/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC Study- Future equipment repairs , replacements & upgrade strategies

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Resource Consulting Engineers has identified significant issues requiring architectural expertise with regard to repair or replacement of existing mechanical systems.

RCE has recommended that Goldberg Group Architects would be more suitable to ascertain the implications associated with extended interruptions of heating, cooling, and ventilation to areas served that will likely be weeks to months in duration while system repairs or replacements of air handling equipment are taking place. Areas would include inmate detention, courts, Judges chambers, Sheriff's Office, etc.

RCE further believes projects identified in the LEC Optimization Plan are likely to require mechanical systems modifications that will require relocating and transporting inmates, relocating court operations, and relocating kitchen operations while necessary work is taking place.

While Goldberg Group Architects did complete the LEC Optimization Plan their area of study was limited to certain areas of the facility and certainly did not include effected areas that RCE is concerned with such as Courtrooms, Judges Chambers, 1st Floor Sheriff's Office's, 2nd Floor Mechanical Room AHU's, the Emergency Generator, or inmate relocations due to these system repairs.

BACKGROUND:

On March 3rd, 2018 the Woodbury County Board of Supervisors approved Resource Consulting Engineers to complete a Mechanical and Engineering study of the LEC HVAC systems. This would provide an analysis of the existing heating, cooling, and ventilation loads with the end result of drafting a proposed schedule for systems replacement & upgrades with budget forecasts so that CIP expenditures could be planned which addressed aging systems and equipment needs.

April 18th, 2017 the Woodbury County Board of Supervisors approved a contract with CMBA Architects in conjunction with Goldberg Group Architects to complete design specifications for the LEC Project B "Intake".

February 28th, 2017 the Board of Supervisors approved project funding for the LEC Optimization Plan "B".

September 20th, 2016 the Woodbury County Board of Supervisors approved CMBA Architects in conjunction with Goldberg Group Architects to conduct a 2016 Optimization "Master" Plan of space use, operations, and compliances to forecast CIP expenditures. Items of interest would include inmate classification, medical examination, inmate personal effects, master control HVAC cooling, and detention officer break area. The plan results were provided to the Board on January 20th, 2017. Plan results outlined several projects enhancements. Projects included "B" Intake; "C.1" Booking, Interview, Assessment; "C.2" Medical & Staff Unit; "D.1" Minimum Security Housing Upgrade; "E" Alt. Minimum Security Housing Upgrade; "G" Dayroom Walls & Showers; "H" Revise Cell Doors; and "I" Secondary Renovation.

May 17th, 2016 the board instructs CMBA to redirect original focus from 3rd Floor open exercise area to other LEC expansion area opportunities.

March 9th, 2016 board approves agreement with CMBA Architects known as the LEC Jail Expansion

February, 2016- LEC Expansion Committee completes an RFQ vetting process for an Architect for County projects, committee selects CMBA

2015- Woodbury County forms the LEC Expansion Committee

FINANCIAL IMPACT:

CIP= 9102-17 Intake
Goldberg Group Architects \$24,850.00

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Building Services requests approval of Goldberg Group Architects proposal to identify how LEC systems repairs will impact all areas of the facility identified by Resource Consulting Engineers. It is necessary to ascertain a path forward and define how equipment work which must be done will be completed with the least impact to operations and costs.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Goldberg Group Architects proposal dated September 12, 2018 in the amount of \$24,850.00

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



September 12, 2018

Woodbury County Courthouse
Board of Supervisors
620 Douglas St.
Sioux City, IA 51101

Re: Proposal for Updated Planning Services
Re: Adult Detention Center Master Plan

Attn: Kenny Schmitz, Owner's Representative

Dear Supervisors:

Goldberg Group Architects (GGA) is pleased to present this proposal to the Woodbury County Board of Supervisors for updated planning services on its Adult Detention Center in conjunction with and as assistance to the Building systems planning analysis currently undertaken by Resource Consulting Engineers, LLC (RCE). Our intent is to provide RCE with architectural and detention planning information in response to their letter dated August 20th, 2018, which is attached to this proposal for reference.

For purposes of this proposal, therefore, the Woodbury County Board of Supervisors is the "Owner", Kenny Schmitz, the County's Facilities Director, is "Owners' Representative," RCE is the "Consulting Engineer", GGA is "Consulting Architect" and the completion of an updated, combined/comprehensive Detention Facility Master Plan is the "Work;"

We therefore propose the following:

1. The Work

- 1.1. The Owner has recently been made aware of building deficiencies in its County Detention Center, including but not limited to, mechanical, electrical, plumbing, fire-protection and (low-voltage) electronic control systems, all of which exhibit signs of advanced aging and deficient performance, requiring upgrades, repair and/or replacement;

- 1.2. In order to determine how repairs and/or replacements of these Building Systems and equipment should be sequenced and budgeted properly, the Owner has retained a Consulting Engineer/RCE who is familiar with the Building and directed him to assemble an analysis of all applicable systems and equipment which require attention;
- 1.3. Furthermore, almost two years ago, GGA was authorized by the Owner to assemble a Master Plan for this facility, which incorporated architectural and security upgrades; improvements and renovations which would lengthen the facility's effective operating lifespan and promote a greater degree of safety and efficiency for the Owner, jail staff and prisoners;
- 1.4. Finally, the Owner now wishes for these two planning efforts to be combined into one comprehensive set of recommendations and updated for 2019-2020 and beyond, reflecting more current and anticipated cost estimates for the Owner's consideration;

2. Proposed Services

- 2.1. GGA therefore proposes to update and expand its Detention Facility Master Plan, to coordinate its previous conclusions and recommendations with those developed by RCE in its separate Engineering Systems analysis, as set forth below;
- 2.2. Such planning services are requested by RCE in its correspondence dated August 20th, 2018, which is attached hereto, including but not limited to,
 - 2.2.1.1. Coordinate Architectural upgrades and renovations into discreet projects, to correspond with applicable renovations and replacement(s) of Building systems identified by RCE;
 - 2.2.1.2. Upgrade proposed budget(s) for each portion of the Master Plan, including additional costs associated with (phased-) vacancies of each portion of Housing, i.e.: housing of prisoners in other jurisdictions, required for implementation of the Master Plan; indicate basis for cost inflation from start to eventual Plan completion;
 - 2.2.1.3. Develop a revised sequence and schedule for implementation of the Master Plan;
 - 2.2.1.4. **Public Presentation:** At such time as the Facilities Master Plan is sufficiently completed, the consulting Architect shall provide graphic and narrative materials to County officials such that they may distribute copies to the County Board of Supervisors, which can review the Plan with the Architect and adopt it for future reference.



3. Compensation:

- 3.1. **Fees:** The Architect hereby proposes a stipulated fee of **Twenty-four thousand, Eight-hundred Fifty dollars (\$24,850.00)** including all fees and customary expenses for the services covered under this Agreement;
- 3.2. **Invoices:** Invoices will be submitted on a monthly basis for services and expenses provided during the preceding month, payable on a (net-) Twenty (20) day basis.
- 3.3. **Additional Services:** In the event the Architect is requested by the Owner to provide additional services including but not limited to Phase 3, or modify portions of Phase 1 and Phase 2, which were previously completed, reviewed and approved by the Owner, the Architect shall be entitled to additional compensation at his customary Hourly Rates plus customary expenses.

Principal.....	\$135
Sr. Technical.....	\$95
Technical.....	\$75
Clerical.....	\$40

At no time, however, is the Architect entitled to additional compensation without prior approval of the Owner.

- 4. **Schedule of the Work:** Both parties agree that Time is of the essence in executing this Agreement, establishing a target deadline of Ninety (90) days from the execution of this agreement for completion of the services proposed herein;
- 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 Invoice in accordance with Paragraph 3.2, which is due and payable upon receipt for services and expenses provided prior to the date of Termination.

Woodbury County, IA
September 12, 2018

We appreciate this opportunity to serve Woodbury County once again and look forward to working with the Board, the Sheriff, County's Facility Director and your Consulting Engineer in this important planning effort.

Accepted and Agreed:

Goldberg Group – Architects, PC



Lawrence Goldberg, AIA, NCARB, ASPE



Date: 9-12, 2018

Cc: Sheriff Dave Drew
Kevin Rost / GGA
File



Exhibit No. 1

Larry Goldberg <larry.g@gga-pc.com>

Woodbury County Law Enforcement Center - Master Plan Information

Corey Metzger <corey.metzger@resourcece.com>

Mon, Aug 20, 2018 at 11:31 AM

To: Larry Goldberg <larry.g@gga-pc.com>

Cc: "KSCHMITZ@woodburycountyiowa.gov" <KSCHMITZ@woodburycountyiowa.gov>, Kevin Rost <kevin.r@gga-pc.com>, Shane Albrecht <albrechts@thebakergroup.com>

Larry,

I hope your week is off to a good start. As you probably know, Resource Consulting Engineers, LLC has been retained by Woodbury County to complete a study related to HVAC Systems at the Woodbury County Law Enforcement Center (LEC). This study includes documenting existing HVAC systems and equipment, identifying condition of these systems and equipment, comparing the age of components to their expected useful lives, developing prioritization for addressing issues, and developing proposed costs and schedules for implementing recommended work. This study is being conducted to provide the County's Director of Building Services and County Board of Supervisors with a plan to address current and future issues with building mechanical systems.

As our efforts progress, however, we have identified a few significant issues requiring expertise beyond that which we are able to provide. Specifically, replacement of most major components of the existing mechanical systems will require temporarily disabling heating, cooling, and ventilation to areas served by said components. These interruptions are likely to be weeks to months for each building space, which has implications related to housing of detainees, along with operations of the courts, Sheriff's office, etc. We believe your expertise related to the operation of correctional facilities is more suitable than ours to assess the impacts of implementing proposed equipment replacements or upgrades, such as temporarily relocating and transporting detainees, temporarily relocating court operations, temporarily disabling kitchen operations, etc. Additionally, the architectural modifications proposed in your LEC Master Plan are likely to impact some recommendations for mechanical system modifications.

We are therefore requesting that you provide us with (a.) updated Master Plan scope and cost information based on re-commencing in 2019 and (b.) expand your Study to include the following items, which we understand were kept outside the scope of your Master Plan:

- Courtroom and Court Support Facilities
- Emergency Generator
- Loading Dock and Delivery Area
- Second Floor Mechanical Rooms
- Roof and Penthouse
- Indoor/Outdoor Activities
- Temporary Prisoner Housing

Please let us know how Goldberg Group Architects, PC will proceed with assembling this additional information, and when we can expect to see updated Master Plan materials, so we can begin to incorporate them into our Study. As always, we look forward to continuing work with GGA to help Woodbury County develop a plan to move forward for this important facility. Thank you, and have a great Monday.

Corey B. Metzger, PE

Resource Consulting Engineers, LLC

3116 South Duff Avenue

Suite 201

Ames, IA 50010

515-509-8905

corey.metzger@resourcece.com

www.resourcece.com



Exhibit No. 2



August 16, 2016

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

RE: Agreement for Professional Services
RE: Woodbury County Law Enforcement Center Optimization Plan

AGREEMENT

THIS AGREEMENT is made this 16th day of August, 2016, by and between the **Woodbury County, Iowa** of 401 8th St., Sioux City, Iowa 51101 (hereinafter referred to as "County") and **CMBA Architects** of 302 Jones St, Suite 200, Sioux City, Iowa 51101 (hereinafter referred to as "Contractor"). CMBA Architects will also utilize **Goldberg Group Architects** of 805 North 36th Street, St. Joseph, Missouri 64506 as a sub-contractor.

WHEREAS, County requires Facility Analysis & Optimization Plan for its Law Enforcement Center, including the following specific areas for consideration: existing space usage, compliance with applicable jail standards, opportunities for functional improvements, increased storage, staff efficiency and adaptive re-use of available First- and Second –floor space, and

WHEREAS, Contractor is an architectural and planning firm with experience in conducting feasibility studies, Master Planning and architectural design for Detention Facilities.

In consideration of the mutual covenants and promises contained herein,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Services:** Contractor shall provide to County planning services which identify and to the greatest reasonable extent, address functional and physical deficiencies present in the County's existing Law Enforcement Center; resulting in an Optimization Plan and Report covering the following topics:
 - a. Existing Facility Evaluation
 - i. *Addresses function (layout) deficiencies, compliance, with applicable Codes & Standards, Security & Operational conditions and available building spaces for adaptive re-use and/or improved utilizations;*
 - b. Conceptual Planning & Programming
 - i. *Contractor shall conduct interviews and planning sessions with Jail staff, to identify, prioritize and qualify/quantify potential solutions to Facility deficiencies identified in previous activities;*



c. Optimization Plan

i. *Contractor shall provide a proposed Optimization Plan report consisting of narrative materials, charts, diagrams, proposed sequence & phasing and conceptual budgets, such that this document may serve as a planning resource for County officials seeking to anticipate future improvements to the County's Law Enforcement Center;*

2. **Compensation for Services:** County shall pay Contractor for those services in the stipulated amount of **Twenty-Four Thousand Six Hundred and 00/100 (\$24,600.00) Dollars**. Contractor shall bill the County monthly for the portion of work completed to date.
3. **Compliance with the Law:** Contractor shall provide all the services to be performed under this Agreement with reasonable compliance with all applicable federal, state and local laws, ordinance, rules and regulations.
4. **Equal Employment Opportunity:** Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.
5. **Independent Contractor:** It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of County. Contractor's employees, servants and agents shall not be entitled to any fringe benefits of County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Contractor shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments. Contractor shall carry workers' compensation coverage for its employees, as required by law, and shall provide County with proof of said coverage, if requested.
6. **Insurance:** Contractor shall procure and maintain (or require its subcontractors, if applicable, to maintain at subcontractor's expense) General and Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate. Contractor shall name County as an additional insured on such policy, and will provide certificates of insurance evidencing such coverage.



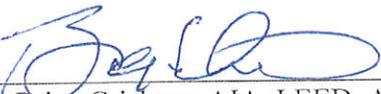
7. **Indemnification:** Contractor shall, at its own expense, protect, defend, indemnify and save harmless County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from the acts or omissions of Contractor, its employees, or agents that may arise out of this Agreement. Contractor shall at its own expense appear, defend and pay all charges of attorney fees and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against County in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor's responsibilities to County as set forth in this section shall not be mitigated by any insurance coverage obtained by Contractor either for its day-to-day operation or specific to the services to be performed under this Agreement.
8. **Waivers:** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
9. **Modifications, Amendments or Waivers of Provisions of the Agreement:** All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
10. **No Assignment:** Contractor shall not assign, subcontract or otherwise transfer its duties or obligations under this Agreement without the express written approval of County.
11. **Disregarding Titles:** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
12. **Completeness of the Agreement:** This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
13. **Invalid Provision:** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
14. **Non-Beneficiary Contract:** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. **Choice of Law:** This Agreement shall be governed by the laws of the State of Iowa and venue shall lie in Woodbury County, Iowa.



IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

CANNON MOSS BRYGGER ARCHITECTS

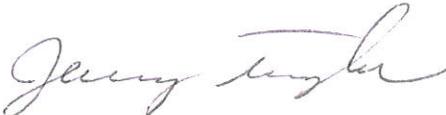
GOLDBERG GROUP ARCHITECTS, P.C.

By: 
Brian Crichton, AIA, LEED, AP
President/CEO

By: 
Lawrence Goldberg, AIA, NCB, ASC
President

A circular corporate seal for Goldberg Group Architects, P.C. The seal contains the text 'THE GOLDBERG GROUP ARCHITECTS, P.C.' around the perimeter and 'CORPORATE SEAL' in the center.

THE COUNTY OF WOODBURY:

By: 
Jeremy Taylor, Chair
Woodbury County Board of Supervisors

ATTESTED:

By: _____

DATE: _____, 2016