

AMENDMENT TO AGREEMENT Between SHIVE-HATTERY, INC AND THE CLIENT

PROJECT NAME: Johnson County, IA – Space Needs Assessment / Study

CLIENT NAME: Johnson County, IA / Johnson County Sheriff's Office
 511 S. Capitol Street; PO Box 2540
 Iowa City, Iowa 52244

AMENDMENT NO: Three

ORIGINAL AGREEMENT DATE: September 21, 2023 (signed)

AMENDMENT THREE DATE: February 23, 2026

Board of Supervisors: Johnson County, IA - Board of Supervisors
 855 S Dubuque Street
 Iowa City, Iowa 52240

Johnson County, IA, and Shive-Hattery Inc. agree to amend the Original Agreement as follows:

SCOPE OF SERVICES for AMENDMENT THREE

Shive-Hattery will provide Architectural and Engineering Services to Johnson County, IA to extend the current need assessment agreement for the Johnson County Law Enforcement / Jail Project to support the 'Referendum Service' needed prior to the Funding Vote in November 2026.

The Schematic Design services, assistance in a determination of a project delivery method, and referendum planning assistance are focused on providing revisions and updates to the 'Need Assessment' and 'Housing Unit' plans previously addressed in prior amendments. The schematic design services and site due diligence services will deliver the next level of development information, for the specific location of this proposed project.

We will provide design services for the project according to the terms and conditions of the agreement. These services include architectural and engineering design to further develop the needs assessment concept into an implementable design solution, to advance the technical delivery of the schematic design following the funding of the project. We will update the conceptual site plan and image materials previously prepared. When parameters and considerations are revised, updates will include civil, structural, mechanical, and electrical engineering services as defined. All changes will be tracked and an updated Program Statement along with reflecting the updates in the Opinion of Probable Cost to support changes in direction.

Presentation Meetings and Work Sessions:

Shive-Hattery anticipates no fewer than (10) meetings and up to (15) meetings and/or work sessions to solicit input or make refinements or present the updated material. Additionally, we will prepare refinements and information for the continued use going forward.

Potential design services for consideration within this amendment are,

1. Site Due Diligence Analysis and Investigations. In accordance with the project description above, for a 15 to 25-acre parcel for the site to be considered:

- A. Site Analysis and Preliminary Site Design for the County Law Enforcement / Jail - Public Safety building:
- 1) Refine and update initial planning concept to Schematic Level Site /Civil Engineering Package (\$30K),
 - a. Evaluate and layout the Ingress and Egress flows and drainage requirements.
 - b. Evaluate and layout the parking, drives, and paving.
 - c. Evaluate the site accessibility.
 - d. Evaluate the Potential building needs for utilities, including but not limited to water and sanitary.
 - e. Evaluate power distribution and communication requirements.
 - 2) Consider future land development and make recommendations for long-term growth (\$5K).
 - 3) Coordinate and provide Full Topographic Survey or ALTA Survey if Title Opinion is provided (\$35K).
 - 4) Provide Phase 1 Environmental site investigations (\$5K).
 - 5) Coordinate Geotechnical Investigations for site and building needs. Geotechnical services provided by a third-party consultant (administered through Design Professional), through this agreement. At this stage of the project, we will have the geotechnical engineer provide four (4) borings at locations on the selected site. The estimated allowance for this portion of the work is (\$15K).
2. Provide Law Enforcement / Jail – Schematic Design Services.
- A. Develop architectural schematic design level floor plans, site plan, elevations, renderings, images material, outline specification of materials / systems, and a schematic level project budget for this portion of the Work, for approval by the Board of Supervisors and/or their designee.
1. Prepare supporting information and building systems criteria to support project delivery method considerations and opinion of probable cost determinations. Supporting material developed will be associated with architectural, life safety, structural, mechanical, and electrical design considerations. Civil engineering has been addressed separately with the ‘Site Due Diligence’ scope of work.
3. Provide services associated with selecting a Project Delivery Method.
- A. Background. Specific requirements in the State of Iowa for public project construction procurement with legislation passed in 2022 provides for three means of project delivery for public government entities. Per Chapter 26A in the Iowa Administrative Code, they are,
- Design – Bid – Build (DBB).
 - Construction Manager at Risk (CMaR).
 - Construction Manager as Advisor (CMA).
- B. Potential Design Professional Services associated with the implementation of the Construction Manager at Risk delivery model. Design Professional Services in this proposal are tied to items 3.B.1 through 3.B.3, assistance with the CM selection process. Items 3.B.4 would be additional consideration depending on when the GMP is going to be delivered. Outline for potential services are,

1. Pre-Design Planning Phase. Advise / Discuss with Owner deliver model options available under state law.
2. Pre-Design Planning Phase. Prepare programming and/or needs assessment planning documents.
3. Prior to a Bond Referendum Funding Vote. Assist the Owner, in issuing CMAr, Request for Qualification (RFQ) and Request for Proposal (RFP) documents, public notices, openings, evaluations, rankings and CMAr Contract Award.
 - a. Participant in 'Pre-proposal Meetings' with the CMs at the RFQ and RFP stages before they submit proposals.
 - b. Meet with the Owner to advise or review CM proposal when they are submitted.
 - c. Seek input from selected CMAr on the scope of the Project, based on the planning completed at the time of CM selection.
4. Additional considerations, Post Referendum Funding Phase Service. These services may shift or accelerate within the GMP timeline depending on the determination on when to receive the GMP.
 - a. Design Development or Construction Documents. Assist the Owner, with the determination of the Guarantee Maximum Price (GMP) scoping documents.
 1. Design Professional, prepare and issue documents for GMP.
 2. Design Professional, review GMP prepared by CM for scope compliance and make recommendations to the Owner.

Following CMAr selection, obtain input on GMP scoping documents.

- b. Design Development or Construction Documents. Assist Owner and CM in review of Sub-contractor Qualifications.
 - c. Design Development or Construction Documents. Prepare Bidding Documents for Sub-contractor bidding – Coordinate with CM on Division 0 and 1 specification requirements.
 - d. Bidding and Negotiation. Response to Subcontractor bidding question (submitted through the CM, issue addenda, assist the CM and Owner in evaluating the bids for scope compliance with the technical documents.
 - e. Construction. Design Professional to provide Construction Administration service set forth on the terms and conditions set forth on the Owner / Design professional agreements establish for the Project.
4. Public Awareness Campaign [PAC] support services:
- A. The step-by-step process that is outlined below describes the assistance the Design Professional can provide to Johnson County, and the Johnson County Sheriff's Office to support the PAC and messaging associated with the Project.
 1. Develop informational materials and assist with a Public Awareness Campaign leading to a funding vote on November 3, 2026. Considerations associated with PAC support services,
 - a. Focus Group and Workshops. Participate or organize interactive workshops and focus groups to facilitate discussions associated with the Project. Discuss topics such as law enforcement environments, detention / behavioral health / jail requirements, security technology integration, safety measures, sustainability, and community program support elements.

- b. Vision Statement Development. Associated with the operational and needs based approach for the project, facilitate collaborative sessions to develop a concise vision statement for the future of Johnson County Law Enforcement / Jail Facility.
- c. Referendum Support. Develop and/or participate in the following considerations,
 1. Bond Calendar Development.
 2. Bond Presentation and/or Handout Creation.
 3. Development of Bond Marketing Materials.
 4. Participate in Community Presentations.
- d. Provide Collateral Material & Support for the Website implemented by the Client. In working with county representatives, develop the public awareness campaign information collateral material for the Client's website. This specific information related to why this is an 'Essential Project' and the critical 'needs' to deliver the expected operational outcomes. Collateral material support considerations, to include, but not limited to,
 1. History and State Jail Inspector Report.
 2. Prior Studies, Operational and Alternative Programs considerations.
 3. Projections and Demographics consideration.
 4. Project Images, Information and Project Cost considerations.
 - a. Sustainability and Resiliency initiatives.
 - b. Flexibility initiatives.
 5. Financial – Taxpayer considerations associated with the Referendum.
 - a. Out of county housing cost impact statement.
 - b. Costs associated with maintaining the existing facility.
 - c. Financial implications related to the referendum.
 6. Ballot and Voting Information.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. No changes to the current agreement terms are needed because of this amendment.
2. Client will be responsible to develop Website for the Public Awareness Campaign Information.

SCHEDULE

We will begin our services upon receipt of this Amendment executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.
- In general, it is anticipated that in total the services being offered in this amendment shall be completed upon the Early Voting time frame for the Referendum, date of October 14, 2026, and shall commence with the authorization to proceed.

COMPENSATION

Amendment Three Services	Fee Type	Fee	Total
Part 1. Site Due Diligence – Targeted Completion (TBD, based on timing of site selection by Client).	Fixed Fee	\$90,000	\$90,000.00 + reimbursable expenses.
Part 2. Law Enforcement / Jail – Schematic Design Services	Fixed Fee	\$396,000	\$396,000.00 + reimbursable expenses.
Part 3. Services associated with selecting a Project Delivery Method. (Part 3.A through 3.B.3).	Fixed Fee	Part 3.B.1 - 3.B.3 RFQ = \$19,800 Part 3.B.3 RFP = \$13,200	\$33,000.00 + reimbursable expenses.
Part 4. Public Awareness Campaign [PAC] support services	Fixed Fee	\$30,000	\$30,000.00 + reimbursable expenses.

TOTAL (for Amendment Three Service)**\$549,000.00 + expenses****Fee Types:**

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above with prior authorization in advance by the Owner for each part listed.
 - For services provided within this amendment, each of Part 1 through Part 4 services may be terminated at will without terminating the entire agreement. Upon notice to proceed for each of the respective parts of this amendment, Shive-Hattery will bill the Client each month in accordance with the payment terms of the agreement. Portions of this agreement may be terminated at will by the Client by providing written notice, in accordance with the Termination terms of the agreement, without terminating the entire agreement.

Expenses:

- The Reimbursable Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expenses are incurred and includes labor charges for hourly travel time.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES (with authorization if required):

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Threatened and Endangered Species review.
2. Geotechnical Investigation of proposed site(s), beyond services in Part 1.A.5 (above).
3. CMar Post Referendum Funding Phase Service, defined in Part 3.B.4 (above).

4. Full Design Services – Design Development through Construction Administration.

AGREEMENT

This Amendment is subject to all other terms and conditions of the Professional Services Agreement dated September 21, 2023. Please return one signed copy of this amendment to S-H.

Thank you for considering this amendment. We look forward to collaborating with you to help complete a successful construction project. If you have any questions concerning this amendment, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Michael S. Lewis, AIA, NCARB
Team Leader – Principal / Public + Government
mlewis@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Johnson County, IA – Board of Supervisors

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2026 to December 31, 2026

PROFESSIONAL STAFF:

Grade 1	\$115.00
Grade 2	\$138.00
Grade 3	\$154.00
Grade 4	\$173.00
Grade 5	\$192.00
Grade 6	\$207.00
Grade 7	\$225.00
Grade 8	\$245.00
Grade 9	\$266.00

TECHNICAL STAFF:

Grade 1	\$ 81.00
Grade 2	\$ 99.00
Grade 3	\$113.00
Grade 4	\$123.00
Grade 5	\$136.00
Grade 6	\$157.00
Grade 7	\$175.00

ADMIN STAFF: \$ 78.00

SURVEY STAFF:

One Person	\$177.00
Two Person	\$274.00
One Person with ATV	\$202.00
Two Person with ATV	\$299.00

REIMBURSABLE EXPENSES:**TRAVEL**

Mileage- Car/Truck	\$0.72/ Mile
Mileage- Survey Trucks	\$0.82/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%

IN-HOUSE SERVICES**Prints/Plots:**

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00