

AMENDMENT #4

This Amendment ("Amendment"), dated this 25th day of February, in the year 2025, is incorporated into the Standard Form of Agreement Between Owner and Construction Manager as Adviser, AIA Document C132 – 2009 Edition, dated the 17th day of July in the year 2020 (the "CMA Agreement") by and between Woodbury County Law Enforcement Center Authority ("Owner") and Baker Mechanical, Inc. dba Baker Group ("Construction Manager" and collectively with Owner, the "Parties") for the Woodbury County Law Enforcement Center located in Sioux City, Iowa (the "Project").

The Owner and Construction Manager acknowledge and agree the CMA Agreement has been previously amended by the Parties as follows:

1. Per Amendment #1 dated 5/17/2021, section 11.1.2, paragraph 2 of the CMA Agreement was stricken in its entirety and, in lieu thereof, the Parties agreed that Section 11.1.2 was amended to read as follows: "The Construction Management Fee shall be a fixed fee of \$1,325,000."
2. Per Amendment #2 dated 03/03/2023, the CMA Agreement was amended as follows: "The project has been extended approximately 6 months and is expected to be complete around October 1st, 2023. In consideration of this extended schedule the parties agree that the Construction Management Fee shall be increased by \$138,000 to cover the period from April 1st, 2023 through October 1st, 2023."
3. Per Amendment #3 dated 10/03/2023, the CMA Agreement was amended as follows: "The project has been extended for a period of time not known at this time. In consideration of this extended schedule the parties agree that the Construction Management Fee shall be increased by \$34,000 a month starting October 1st, 2023 and continuing Monthly until complete."
4. Per subsequent agreement of the Parties, the Construction Management Fee was reduced to \$32,013 per month, starting September 1, 2024.

Under this Amendment #4, the Owner and Construction Manager agree that the terms and conditions in the CMA Agreement are hereby further amended as follows:

5. The Owner anticipates the continued need for Construction Manager's services up to, through, and after final completion of the Project, including but not limited to, services in assisting the Authority and its counsel with any legal/litigation activities and otherwise assisting the Authority as needed with respect to the Project. It is agreed and understood that the type, character, and/or length of such continued services cannot be specifically identified by the Owner at this time. As such, the Parties agree that the Construction Management Fee shall be amended, starting March 1st, 2025, to consist of the following: (1) all labor/personnel time incurred by the Construction Manager on the project will be billed on an hourly basis at the agreed upon rates set forth in the attached Schedule A, and (2) all travel, hotel expense, and monthly supplies expense will be billed in accordance with the fees/rates set forth in the attached Schedule A. If Construction Manager anticipates that its Construction Management Fee in a given month will exceed \$32,000, the Construction Manager will endeavor in good faith to provide notice to the Owner of such.

This Amendment is entered into as of the day and year first written above.

OWNER: Woodbury County Law Enforcement Center Authority

By (sign):

Ron Wick

Print Name:

Ron Wick

Title

Chairman

Date:

03/03/25

CONSTRUCTION MANAGER: Baker Mechanical, Inc., d/b/a Baker Group

By (sign): *Shane Albrecht*

Print Name: Shane Albrecht CDCMP PMP

Title Senior Project Manager

Date: 3/3/2025

Schedule A

1) Project Manager ¹ per hour	\$125.00
2) Project Coordinator ² per hour	\$ 85.00
3) Project Executive per hour	\$135.00
4) Hotel Expense per day (flat fee)	\$150.00
5) Office Supplies per month (flat fee)	\$150.00
6) Travel ³	
a) Mileage	\$ 0.70
b) Per Diem (flat fee per travel day)	\$ 68.00

Clarifications:

- All hourly rates are based on the standard work days and hours of Monday-Friday, 7:30 am-4:30pm.
- All Construction Manager time outside of the standard work week and hours will be billed as follows:
 - Monday-Saturday at time and half.
 - Sundays at double time.
 - Exception: Time in transit on a Saturday or Sunday at the applicable standard hourly rate.
 - All time between 12:00 am and 7:30 am at double time.
- Time will be documented by Construction Manager in 60 minutes intervals.
- All calls after standard hours on work a standard work day, and all calls on a Saturday or Sunday, will be one hour minimum.

SMA 3/3/2025



¹ Currently, Shane Albrecht

² Project Coordinator to assist Construction Manager and Authority's counsel and not to be on site unless expressly requested by the County's Director of Building Services, Kenny Schmitz.