



Woodbury County Law Enforcement Center Authority

620 Douglas St., Room 104

Sioux City, Iowa 51101

712 – 279-6525

Ron Wieck - Chair

Dan Moore - Secretary

Rocky De Witt - Treasurer

Agenda

April 14, 2023, 9:00 a.m.

First Floor Boardroom, County Courthouse

9:00 a.m. Call Meeting to Order

1. Approval of the agenda
2. Approval of the minutes of the March 17, 2023, meeting
3. Approval of claims
4. Financial Update
5. Construction update on Woodbury County LEC Main Project
6. Approval of Potential Change Orders: 045, 052, 054, 060
7. Approval of Prime Contract Change Order 014 (includes PCOs 034, 045, 052, 054, 060)
8. Approval of Baker Group Agreement Amendment #2
9. Approval of FiberComm Agreement
10. Information on Construction Change Directive (CCD) #004
11. Information on visit from Director of Facilities for US Marshals Service.
12. Commissioners concerns
13. Adjourn

ADJOURNMENT

Woodbury County Law Enforcement Center Authority

Minutes

March 17, 2023 9:00 a.m.

Basement Boardroom, County Courthouse

Attendance:

Members: Ron Wieck, Dan Moore, Rocky De Witt

Staff: Karen James, Dennis Butler, Shane Albrecht, Baker Group, Kenny Schmitz, Building Services,

1. Motion by Wieck, second by De Witt to amend the agenda changing agenda item #6 from approval to discussion. Carried 3-0
2. Motion by De Witt, second by Moore to approve the minutes of February 17, 2023 meeting. Carried 3-0
3. Motion by De Witt, second by Moore to approve the claims totaling \$2,774,112.77. Carried 3-0
4. Dennis Butler gave a financial update.
5. Motion by De Witt, second by Moore to approve the Letter of Engagement with Stinson LLP. Carried 3-0
6. Shane Albrecht, Baker Group discussed FiberComm proposal for the new LEC.
7. Baker Group contract expires the first of April 2023. To continue with Baker Group's service, LEC Authority will need to extend the contract for another 6 months at a cost of \$23,000 per month.
8. Goldberg Group Architects contract expires the first of April 2023. To continue with Goldberg Group Architect service, LEC Authority will need to extend the contract for another 6 months.
9. Motion by De Witt, second by Moore to approve Prime Contract Potential Change Order #034, credit amount of \$8,000. Carried 3-0
10. Shane Albrecht, Baker Group gave an update on Woodbury County LEC Main Project.
11. No Commissioners concerns.
12. Motion by De Witt, second by Wieck to adjourn. Carried 3-0

Dan Moore, Secretary



Woodbury County

Expense Approval Report

By Segment (Select Below)

Post Dates 4/14/2023 - 4/14/2023

Vendor Name	Account Number	Payable Number	Description (Item)	Post Date	Amount
Office: 45 - Law Enforcement Authority					
Woodbury Cnty Secondary Roa...	4753-45-9111-000-62100	030323	4753 - Crushed concrete on 28t...	04/14/2023	11,122.91
Goldberg Group Architects	4750-45-9111-000-61001	1119	4750 - Jail project - architecture	04/14/2023	28,361.39
Goldberg Group Architects	4750-45-9111-000-61005	1119	4750 - Jail project - reimbursabl...	04/14/2023	636.34
Hausmann Construction, Inc.	4750-45-9111-000-61003	21-068-022	4750 - Jail project - construction	04/14/2023	2,153,171.35
Hausmann Construction, Inc.	4750-45-9111-000-61013	21-068-022	4750 - Jail project - change orde...	04/14/2023	22,939.65
Hausmann Construction, Inc.	4750-45-9111-000-61023	21-068-022	4750 - Jail project - construction..	04/14/2023	96,425.00
Hausmann Construction, Inc.	4753-45-9111-000-61003	21-068-022	4753 - Jail project - construction	04/14/2023	375,000.00
Baker Group	4750-45-9111-000-61002	241589	4750 - Jail project - project man...	04/14/2023	35,000.00
Sioux City Journal Communicati...	4753-45-9111-000-61004	56226-1	4753 - Jail project - misc/admini...	04/14/2023	29.86
Security National Bank (CRD-Ca...	4753-45-9111-000-61011	6117 MR23	4753 - Plane tickets (2) - United	04/14/2023	1,189.30
Security National Bank (CRD-Ca...	4753-45-9111-000-61011	6117 MR23	4753 - Travel insurance - AIG	04/14/2023	69.38
Certified Testing Services Inc	4750-45-9111-000-61006	SC45793	4750 - Jail project - testing	04/14/2023	3,343.00
Office 45 - Law Enforcement Authority Total:					2,727,288.18
Grand Total:					2,727,288.18

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
4750 - Justice Center Taxable Bonds	2,339,876.73	0.00
4753 - Justice Center Miscellaneous Revenue	387,411.45	0.00
Grand Total:	2,727,288.18	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
4750-45-9111-000-61001	Architecture & Engineering	28,361.39	0.00
4750-45-9111-000-61002	Project Management	35,000.00	0.00
4750-45-9111-000-61003	Construction	2,153,171.35	0.00
4750-45-9111-000-61005	Reimbursables	636.34	0.00
4750-45-9111-000-61006	Testing and Surveying	3,343.00	0.00
4750-45-9111-000-61013	Contingency/Change Orde..	22,939.65	0.00
4750-45-9111-000-61023	Construction Alternates	96,425.00	0.00
4753-45-9111-000-61003	Construction	375,000.00	0.00
4753-45-9111-000-61004	Misc/Administration	29.86	0.00
4753-45-9111-000-61011	Project Travel Expenses	1,258.68	0.00
4753-45-9111-000-62100	Roads	11,122.91	0.00
Grand Total:		2,727,288.18	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
4750-9111-ALTERNATES	96,425.00	0.00
4750-9111-ARCHITECTURE & ENGINEERING	28,361.39	0.00
4750-9111-CONSTRUCTION	2,153,171.35	0.00
4750-9111-CONTINGENCY	22,939.65	0.00
4750-9111-PROJECT MANAGEMENT	35,000.00	0.00
4750-9111-REIMBURSABLES	636.34	0.00
4750-9111-TESTING AND SURVEYING	3,343.00	0.00
4753-9111-CITY	375,000.00	0.00
4753-9111-MISC/ADMIN	29.86	0.00
4753-9111-Roads	11,122.91	0.00
4753-9111-Travel Expenses	1,258.68	0.00
Grand Total:	2,727,288.18	0.00

**PCO #034**

Hausmann Construction, Inc.
2108 Taylor Ave. #850
Norfolk, Nebraska 68701
Phone: (402) 371-8650
Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
3701 28th Street
Sioux City, Iowa 51104

Prime Contract Potential Change Order #034: CE #PCO 034 - PR 13 - Reduced Foundation Work

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
PCO NUMBER/REVISION:	034 / 0	CONTRACT:	21-068 - Woodbury County - Law Enforcement Center
REQUEST RECEIVED FROM:		CREATED BY:	Nathan Thege (Hausmann Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/7/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Woodbury County LEC	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$8,242.00)

POTENTIAL CHANGE ORDER TITLE: CE #PCO 034 - PR 13 - Reduced Foundation Work

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #PCO 034 - PR 13 - Reduced Foundation Work

PCO 034 is created to incorporate the costs associated with first part of PR 13 as itemized within. Please provide approval of pricing no later than 8/5/2022.

ATTACHMENTS:

[21-068 -CO BACK UP 7.7.22.pdf](#) , [_Williams Restoration - PR 13.pdf](#) , [_Woodbury Co PR 13.pdf](#)

#	Description	Amount
1	Reduced Waterproofing - Williams	\$(8,080.00)
2	Fee	\$(162.00)
Grand Total:		\$(8,242.00)

Kevin Rost (Goldberg Group Architects)

520 Francis Street Suite 200C
St. Joseph, Missouri 64501

DocuSigned by:

Kevin Rost 2/3/2023

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SIGNATURE

DATE

Woodbury County Law Enforcement

620 Douglas Street
Sioux City, Iowa 51105

DocuSigned by:

Ron Wieck 2/19/2023

7AD68DE5E3CE459...

SIGNATURE

DATE

Hausmann Construction, Inc.

8885 Executive Woods Drive
Lincoln, Nebraska 68512

DocuSigned by:

Klay Karik 7/11/2022

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PCO #045

Hausmann Construction, Inc.
 2108 Taylor Ave. #850
 Norfolk, Nebraska 68701
 Phone: (402) 371-8650
 Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
 3701 28th Street
 Sioux City, Iowa 51104

Prime Contract Potential Change Order #045: CE #PCO 045 - 1 Weather Day - October 2022

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
PCO NUMBER/REVISION:	045 / 0	CONTRACT:	21-068 - Woodbury County - Law Enforcement Center
REQUEST RECEIVED FROM:		CREATED BY:	Nathan Thege (Hausmann Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	11/7/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Woodbury County LEC	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	1 day	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #PCO 045 - 1 Weather Day - October 2022

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #PCO 045 - 1 Weather Day - October 2022

Please see attached for PCO 045 to incorporate an additional day lost in the schedule due to weather in the month of October. Please provide approval no later than 11/25/22.

ATTACHMENTS:

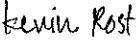
1 Weather Day - October.pdf

#	Description	Amount
1	Weather	\$0.00
Grand Total:		\$0.00

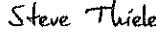
Kevin Rost (Goldberg Group Architects)
 520 Francis Street Suite 200C
 St. Joseph, Missouri 64501

Woodbury County Law Enforcement
 620 Douglas Street
 Sioux City, Iowa 51105

Hausmann Construction, Inc.
 8885 Executive Woods Drive
 Lincoln, Nebraska 68512

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 11/9/2022
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**PCO #052**

Hausmann Construction, Inc.
2108 Taylor Ave. #850
Norfolk, Nebraska 68701
Phone: (402) 371-8650
Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
3701 28th Street
Sioux City, Iowa 51104

Prime Contract Potential Change Order #052: CE #PCO 052 - PR 27 - R.R. 0052 - Security Mesh

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
PCO NUMBER/REVISION:	052 / 0	CONTRACT:	21-068 - Woodbury County - Law Enforcement Center
REQUEST RECEIVED FROM:		CREATED BY:	Nathan Thege (Hausmann Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	1/10/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Woodbury County LEC	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$3,850.00

POTENTIAL CHANGE ORDER TITLE: CE #PCO 052 - PR 27 - R.R. 0052 - Security Mesh

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #PCO 052 - PR 27 - R.R. 0052 - Security Mesh

PCO 052 is created to incorporate costs associated with PR 27 as itemized within. Please provide approval no later than end of business day February 10th, 2023.

ATTACHMENTS:

[21-068 -CO BACK UP 1.10.23.pdf](#) , [_Sands - PR 27.pdf](#) , [_Woodbury Co PR 27.pdf](#)

#	Description	Amount
1	New Wall Types	\$3,629.00
2	Fee	\$182.00
3	Bond & Insurance	\$39.00
Grand Total:		\$3,850.00

Kevin Rost (Goldberg Group Architects)

520 Francis Street Suite 200C
St. Joseph, Missouri 64501

Woodbury County Law Enforcement

620 Douglas Street
Sioux City, Iowa 51105

Hausmann Construction, Inc.

8885 Executive Woods Drive
Lincoln, Nebraska 68512

DocuSigned by:

Kevin Rost 3/24/2023

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Klay Karik 2/1/2023

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PCO #054

Hausmann Construction, Inc.
 2108 Taylor Ave. #850
 Norfolk, Nebraska 68701
 Phone: (402) 371-8650
 Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
 3701 28th Street
 Sioux City, Iowa 51104

Prime Contract Potential Change Order #054: CE #PCO 054 - PR 28 - Courtroom A/V Revisions

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
PCO NUMBER/REVISION:	054 / 0	CONTRACT:	21-068 - Woodbury County - Law Enforcement Center
REQUEST RECEIVED FROM:		CREATED BY:	Nathan Thege (Hausmann Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/2/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Woodbury County LEC	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,999.00

POTENTIAL CHANGE ORDER TITLE: CE #PCO 054 - PR 28 - Courtroom A/V Revisions

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #PCO 054 - PR 28 - Courtroom A/V Revisions

PCO 054 is created to incorporate the costs associated with PR 28 as itemized within. Please provide approval no later than the end of business day, March 17, 2023.

ATTACHMENTS:

21-068 -CO BACK UP 3.2.23.pdf , Sands - PR 28.pdf , Woodbury Co.PR 28.pdf , Thompson - PR 28.pdf

#	Description	Amount
1	Added electrical components	\$7,800.00
2	Added framing in soffit	\$1,405.00
3	Additional Labor	\$212.00
4	Fee	\$22.00
5	Fee	\$461.00
6	Bond & Insurance	\$99.00
Grand Total:		\$9,999.00

Kevin Rost (Goldberg Group Architects)
 520 Francis Street Suite 200C
 St. Joseph, Missouri 64501

Woodbury County Law Enforcement
 620 Douglas Street
 Sioux City, Iowa 51105

Hausmann Construction, Inc.
 8885 Executive Woods Drive
 Lincoln, Nebraska 68512

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PCO #060.

Hausmann Construction, Inc.
 2108 Taylor Ave. #850
 Norfolk, Nebraska 68701
 Phone: (402) 371-8650
 Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
 3701 28th Street
 Sioux City, Iowa 51104

Prime Contract Potential Change Order #060.: CE #PCO 060 - RFI #350 - Structural Cross Brace Rm 0061

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
PCO NUMBER/REVISION:	060. / 0	CONTRACT:	21-068 - Woodbury County - Law Enforcement Center
REQUEST RECEIVED FROM:		CREATED BY:	Nathan Thege (Hausmann Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/1/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Woodbury County LEC	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$927.00

POTENTIAL CHANGE ORDER TITLE: CE #PCO 060 - RFI #350 - Structural Cross Brace Rm 0061

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #PCO 060 - RFI #350 - Structural Cross Brace Rm 0061

PCO 060 is created to incorporate the cost associated with RFI #350 as itemized within. Please provide approval no later than the end of the business day, March 17, 2023.

ATTACHMENTS:

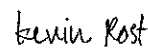
3K - RFI #350.pdf , 21-068 -CO BACK UP 3.1.23.pdf , CO 28 - Woodbury County LEC - RFI 350.pdf , RFI 350 - Structural Cross Brace in Room 0061 (Response).pdf


#	Description	Amount
1	Added Framing & Drywall	\$833.00
2	Wider Wood Sill	\$40.00
3	Fee	\$44.00
4	Bond & Insurance	\$10.00
Grand Total:		\$927.00


Kevin Rost (Goldberg Group Architects)
 520 Francis Street Suite 200C
 St. Joseph, Missouri 64501

Woodbury County Law Enforcement
 620 Douglas Street
 Sioux City, Iowa 51105

Hausmann Construction, Inc.
 8885 Executive Woods Drive
 Lincoln, Nebraska 68512

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**PCCO #014**

Hausmann Construction, Inc.
2108 Taylor Avenue, Suite 850
Norfolk, Nebraska 68701
Phone: (402) 371-8650
Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center
3701 28th Street
Sioux City, Iowa 51104

Prime Contract Change Order #014: PCCO 014

TO:	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	FROM:	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
DATE CREATED:	2/20/2023	CREATED BY:	Amy Ahlers (Hausmann Construction, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	1 day	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:	09/12/2023	SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	21-068:Woodbury County - Law Enforcement Center	TOTAL AMOUNT:	\$6,534.00

DESCRIPTION:**ATTACHMENTS:****POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
034	CE #PCO 034 - PR 13 - Reduced Foundation Work		(\$8,242.00)
045	CE #PCO 045 - 1 Weather Day - October 2022	1 day	\$0.00
052	CE #PCO 052 - PR 27 - R.R. 0052 - Security Mesh		\$3,850.00
054	CE #PCO 054 - PR 28 - Courtroom A/V Revisions		\$9,999.00
060	CE #PCO 060 - RFI #350 - Structural Cross Brace Rm 0061		\$927.00
Total:			\$6,534.00

CHANGE ORDER LINE ITEMS:**PCO # 034: CE #PCO 034 - PR 13 - Reduced Foundation Work**

#	Description	Amount
1	Reduced Waterproofing - Williams	\$(8,080.00)
2	Fee	\$(162.00)
Grand Total:		\$(8,242.00)

PCO # 045: CE #PCO 045 - 1 Weather Day - October 2022

#	Description	Amount
1	Weather	\$0.00
Grand Total:		\$0.00

PCO # 052: CE #PCO 052 - PR 27 - R.R. 0052 - Security Mesh

#	Description	Amount
1	New Wall Types	\$3,629.00
2	Fee	\$182.00
3	Bond & Insurance	\$39.00



PCCO #014

	Grand Total:	\$3,850.00
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PCO # 054: CE #PCO 054 - PR 28 - Courtroom A/V Revisions

#	Description	Amount
1	Added electrical components	\$7,800.00
2	Added framing in soffit	\$1,405.00
3	Additional Labor	\$212.00
4	Fee	\$22.00
5	Fee	\$461.00
6	Bond & Insurance	\$99.00
Grand Total:		\$9,999.00

PCO # 060.: CE #PCO 060 - RFI #350 - Structural Cross Brace Rm 0061


#	Description	Amount
1	Added Framing & Drywall	\$833.00
2	Wider Wood Sill	\$40.00
3	Fee	\$44.00
4	Bond & Insurance	\$10.00
Grand Total:		\$927.00

The original (Contract Sum)	\$58,390,000.00
Net change by previously authorized Change Orders	\$2,265,068.69
The contract sum prior to this Change Order was	\$60,655,068.69
The contract sum would be changed by this Change Order in the amount of	\$6,534.00
The new contract sum including this Change Order will be	\$60,661,602.69
The contract time will be increased by this Change Order by 1 day.	
The Revised Substantial Completion Date will be	9/12/2023

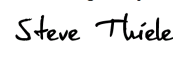
Kevin Rost (Goldberg Group Architects)
 520 Francis Street Suite 200C
 St. Joseph, Missouri 64501

Woodbury County Law Enforcement
 620 Douglas Street
 Sioux City, Iowa 51105

Hausmann Construction, Inc.
 8885 Executive Woods Drive
 Lincoln, Nebraska 68512

DocuSigned by:

 4/10/2023
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SIGNATURE **DATE**

Certificate Of Completion

Envelope Id: 557D96102119460D82DAF232FCF5783E

Status: Sent

Subject: 21-068 Woodbury County - Revised PCCO 014 - FOR APPROVAL

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Amy Ahlers

AutoNav: Enabled

8885 Executive Woods Drive

Enveloped Stamping: Enabled

Lincoln, NE 68512

Time Zone: (UTC-06:00) Central Time (US & Canada)

amy@hausmannconstruction.com

IP Address: 54.146.192.81

Record Tracking

Status: Original

Holder: Amy Ahlers

Location: DocuSign

3/29/2023 2:13:12 PM

amy@hausmannconstruction.com

Signer Events

Signature

Timestamp

Nathan Thege



Sent: 3/29/2023 2:23:38 PM

nathant@hausmannconstruction.com

Viewed: 3/29/2023 2:32:13 PM

Project Manager

Signed: 3/29/2023 2:36:40 PM

Hausmann Construction, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 14.102.172.246

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Klay Kasik



Sent: 3/29/2023 2:36:41 PM

klayk@hausmannconstruction.com

Viewed: 3/29/2023 2:41:12 PM

Sr. Project Manager

Signed: 3/29/2023 2:42:03 PM

Hausmann Construction

Signature Adoption: Pre-selected Style

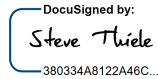
Security Level: Email, Account Authentication (None)

Using IP Address: 209.50.13.227

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve Thiele



Sent: 3/29/2023 2:42:04 PM

stevet@hausmannconstruction.com

Viewed: 3/30/2023 11:24:57 AM

Vice President

Signed: 3/30/2023 11:25:21 AM

Hausmann Construction, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 66.37.253.148

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kevin Rost

Sent: 3/30/2023 11:25:25 AM

kevin.r@gga.llc

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/24/2023 12:00:18 PM

ID: caed5c64-5ef3-4033-aa9f-85fd4993aa1e

Ron Wieck

rcwieck65@gmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 12/6/2022 6:20:49 PM
ID: cb840872-8216-42eb-9ac6-0ad45abc3082

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jennifer Miltenberger
miltenbergerj@thebakergroup.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/30/2023 11:25:25 AM
Viewed: 3/30/2023 11:26:50 AM

Shane Albrecht
albrechts@thebakergroup.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/30/2023 11:25:26 AM

Shane Albrecht
albrechts@thebakergroup.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Miltenberger
miltenbergerj@thebakergroup.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/29/2023 2:23:39 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Hausmann Construction, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hausmann Construction, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nateg@hausmannconstruction.com

To advise Hausmann Construction, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nateg@hausmannconstruction.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Hausmann Construction, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nateg@hausmannconstruction.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hausmann Construction, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nateg@hausmannconstruction.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Hausmann Construction, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Hausmann Construction, Inc. during the course of your relationship with Hausmann Construction, Inc..

AMENDMENT #2

This Amendment ("Amendment"), dated this 3rd day of March, in the year 2023, 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 agree that the terms and conditions in the CMA Agreement are hereby amended as follows:

1. Section 11.1.2, paragraph 2, through the execution of Amendment #1 dated 5/17/2021, 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. 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

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

OWNER:

CONSTRUCTION MANAGER:

**WOODBURY COUNTY LAW
ENFORCEMENT CENTER
AUTHORITY**

**BAKER MECHANICAL, INC. dba
BAKER GROUP**

By: _____

By: _____

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

AGREEMENT

AGREEMENT (the "Agreement") made and entered into as of April _____, 2023 by and between the Woodbury County Law Enforcement Center Authority ("LEC") and FiberComm, L.C. ("FiberComm").

Background

A. The LEC has installed one (1) 2" HDPE duct (underground conduit) from 28th St. running north/south along the east side of the entrance road to the Law Enforcement Center. See Exhibit B.

B. FiberComm, in exchange of services with Woodbury County, operates four (4) Fiber optics strands in the 28th St. vault at the entrance of the LEC.

C. The LEC owns and utilizes a 24 count Fiber cable from 28th vault into the Woodbury County Law Enforcement Center at 3701 28th St., Sioux City, IA.

D. The parties have agreed that FiberComm will provide locating and repair services for the underground facilities from the 28th St. vault and into the Woodbury County Law Enforcement Center at 3701 28th St., Sioux City, IA. See Exhibit B.

Terms

NOW, THEREFORE, the parties agree as follows:

1. Obligations of the LEC.

(a) The LEC will own the existing LEC Conduit described in Background Paragraph A. and Fiber Optic cable described in Background Paragraph C.

2. Grant of Rights to FiberComm. The LEC grants FiberComm the unconditional use, right, and license to operate and maintain four (4) fiber strands within the 24 count Fiber cable between the 28th St. vault and the Woodbury County Law Enforcement Center's Demarcation/Data room.

3. Obligations of the LEC. The LEC grants FiberComm the right and license to operate and maintain up to four (4) Fiber strands within the 24 count Fiber cable between the 28th St. vault and the Woodbury County Law Enforcement Center's Demarcation/Data room.

4. Obligations of FiberComm.

(a) FiberComm will provide Iowa One Call locating, maintenance of conduit, three (3) vaults, and fiber between the 28th St. vault and the Woodbury County Law Enforcement Center's Demarcation/Data room. See Exhibit B.

(b) FiberComm will provide LEC 24 x 7 On Call service and phone number for the exclusive purpose to notify FiberComm of maintenance and repair issues. FiberComm will respond to all such calls within two hours. In the event FiberComm's ability to respond is inhibited as a result of storms, flooding, fire, tornadoes, earthquakes, or similar phenomenon, FiberComm will make every reason effort to respond as soon as possible. Once FiberComm has responded, assessed the situation, and has determined that repairs are required, FiberComm will take the appropriate steps to initiate repairs by either contacting a qualified contractor or perform the necessary repairs itself. In addition, FiberComm will notify the LEC of the situation, its plan to repair, and estimated time to repair.

(c) Repair costs, unless damage caused by FiberComm, shall be charged to LEC on a time and materials basis and must be approved by LEC prior to FiberComm performing the repairs. For all repairs, FiberComm will provide a detailed invoice with explanation of damages and repairs. If repair costs are due to the actions of a 3rd party, FiberComm will cooperate with LEC's collection of the repair costs from the 3rd party. The cooperation from FiberComm, shall include, upon request, reasonable assistance with County and its attorneys in the prosecution or defense of any investigation, litigation, arbitration or administrative proceeding, including participation in interviews with the County's staff and attorneys, appearing for depositions, testifying in administrative, judicial or arbitration proceedings, or any other reasonable participation necessary for the prosecution or defense of any such investigation, litigation, arbitration or administrative proceeding.

In the event the conduit must be relocated for a public improvement FiberComm will provide relocation design, provide estimate of costs, and oversee the relocation. Cost to relocate will be charged to the LEC. FiberComm shall not perform work on a relocation without prior approval by LEC.

(d) FiberComm agrees to require all general contractors who may perform any work for FiberComm under the terms of this agreement to post a payment bond with a surety by a company licensed to do business in the State of Iowa guaranteeing payment of all subcontractors and suppliers of the general contractor. In the event that FiberComm does not comply with this paragraph, it shall become a personal guarantor of the general contractor's obligations. This requirement is specifically provided for the benefit of third parties.

(e) In no event shall FiberComm be liable to the LEC for any interruptions to service or interference with the operations of the LEC's services or business. In no event shall the LEC be liable to FiberComm for any interruptions to service or interference with the operations of FiberComm's services or business.

5. Term. This Agreement shall be for an initial term of 10 years. After the initial term, this Agreement shall automatically renew for additional five year periods unless one of the Parties shall, within the first half of the final year of the Agreement, give written notice to the Party of the Agreement, which they wish to renegotiate certain terms of this Agreement or will no longer participate or be part of this Agreement.

6. Indemnification. The LEC shall defend at its own expense, indemnify and hold harmless FiberComm from all claims and liability due to activities of persons employed by or representing the LEC. FiberComm agrees that it shall defend at its own expense, in the name and on behalf of the LEC, and shall indemnify and save harmless the LEC from any and all claims, suits, losses, damages, costs or expenses, to the extent caused or contributed to by the negligence of FiberComm or its contractor(s), on account of injury or damage to any person or property, caused or occasioned or allegedly caused or occasioned, in whole or in part, by reason of or arising out of the construction, excavation, operation or maintenance of the ducts and fiber permitted by this agreement.

7. Miscellaneous.

(a) This Agreement, and any related written agreement that expressly references this Agreement, constitutes the entire agreement of the parties with respect to the conduits, ducts, fiber and services, and the parties' rights and obligations with respect thereto and supersedes and cancels all prior discussions, arrangements, or agreements, written and oral, with respect to those subjects.

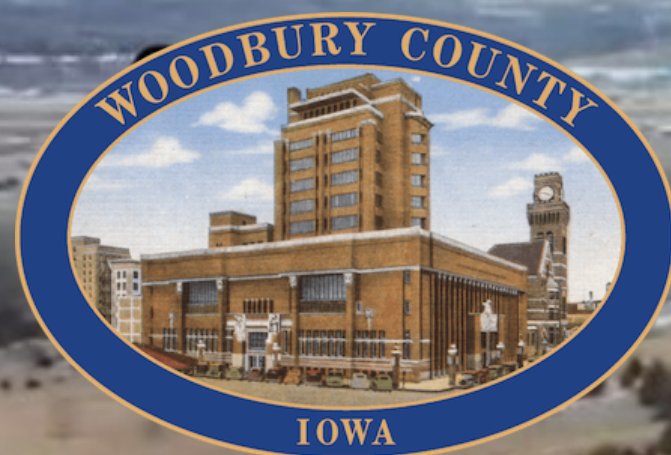
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**WOODBURY COUNTY LAW ENFORCEMENT
AUTHORITY**

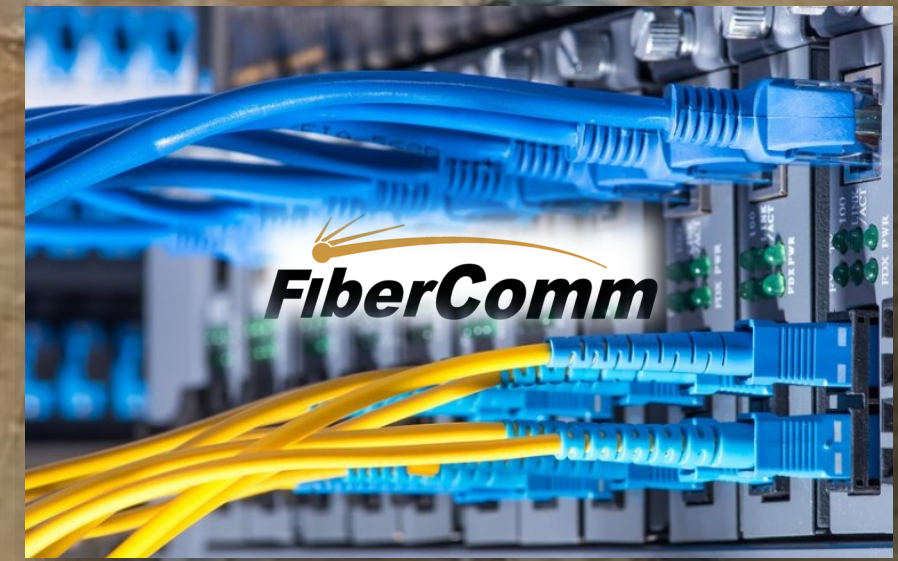
By _____
NAME
LEC Authority Chairman

FIBERCOMM, L.C.

By _____
Jeff Zyzda
Director of Operations & Engineering



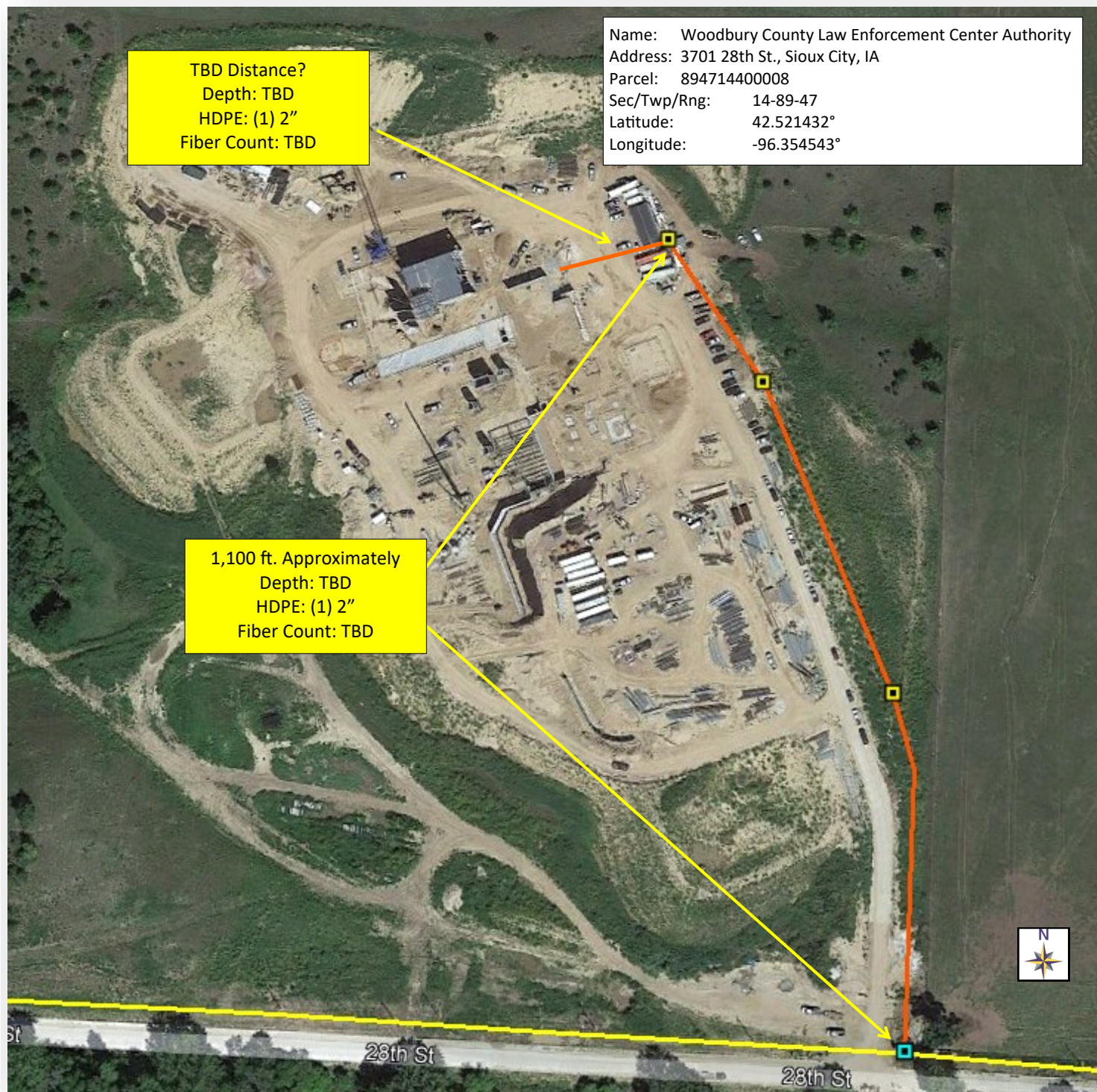
Woodbury County Law Enforcement Center



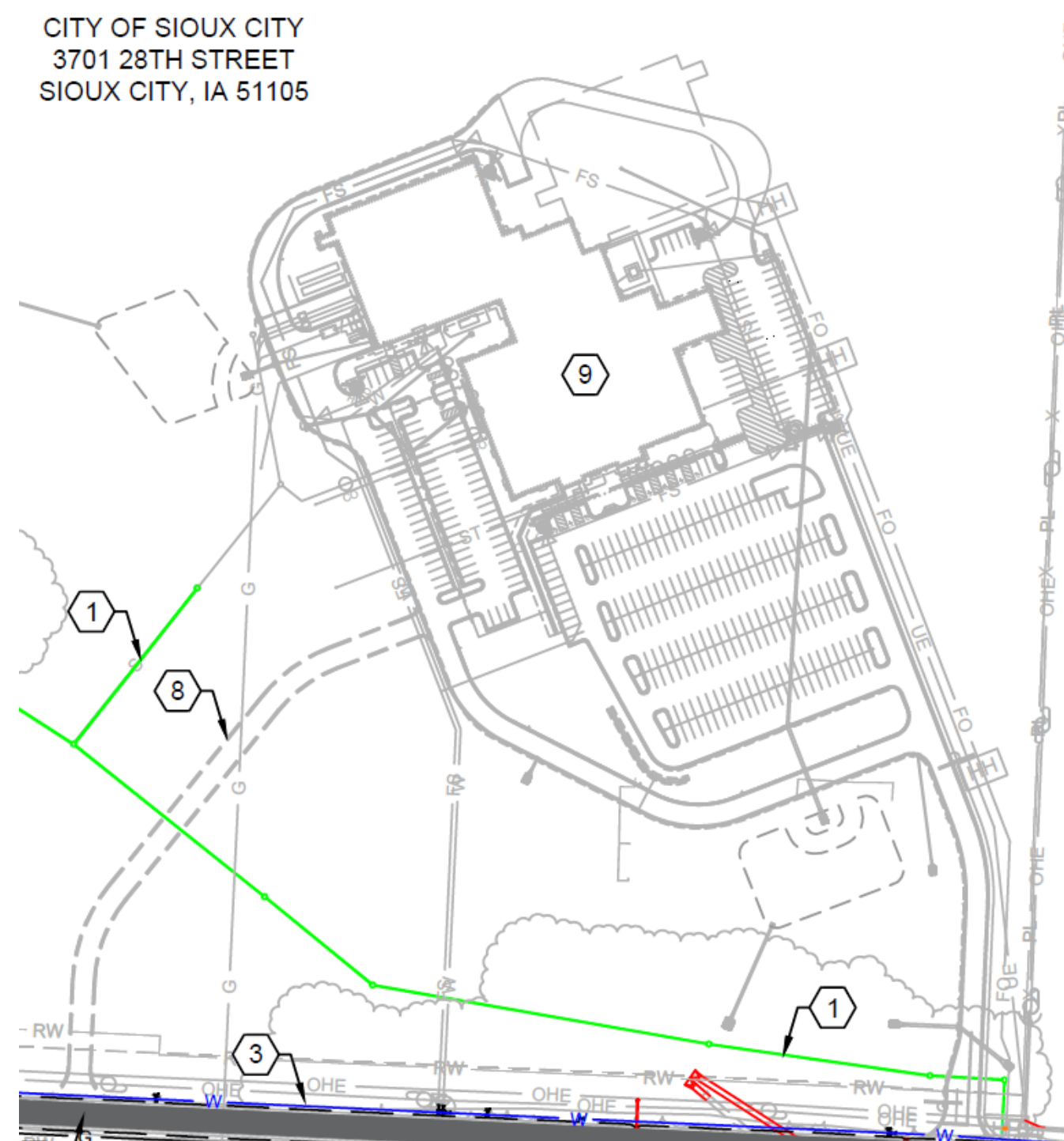
712-224-2020
1605 9th St.
Sioux City, IA

PROJECT: Woodbury County Law Enforcement Center - Exhibit B

DATE: MAR 2023 CONTACT: Jeff Zyzda, jyzda@fibercomm.net SCALE: Not to Scale PAGE: 1 of 3



CITY OF SIOUX CITY
3701 28TH STREET
SIOUX CITY, IA 51105

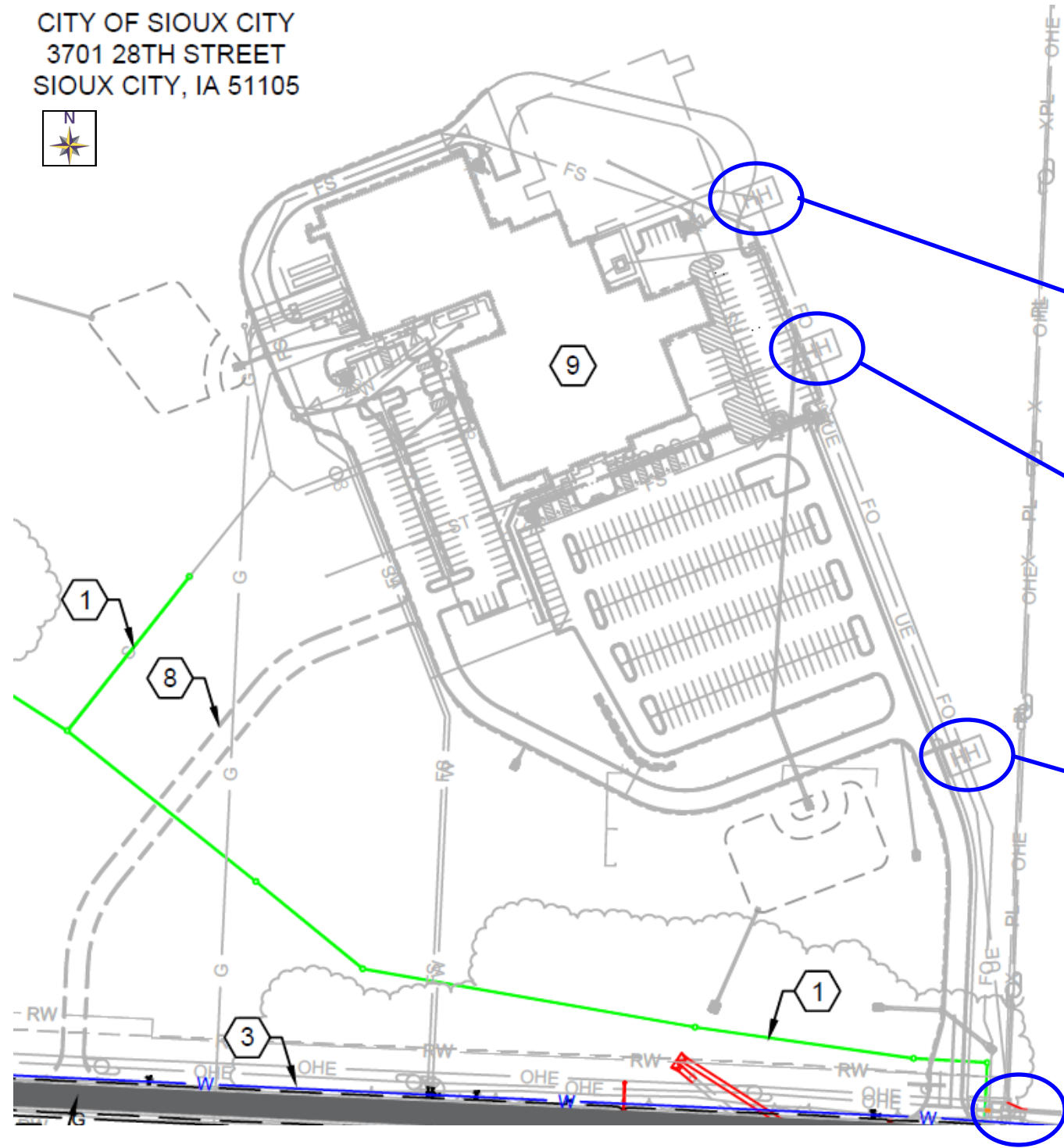


712-224-2020
 1605 9th St.
 Sioux City, IA

PROJECT: Woodbury County Law Enforcement Center - Exhibit B Locating Services Route

DATE: MAR 2023 **CONTACT:** Jeff Zyzda, jzyzda@fibercomm.net **SCALE:** Not to Scale **PAGE:** 2 of 3

CITY OF SIOUX CITY
3701 28TH STREET
SIOUX CITY, IA 51105



712-224-2020
1605 9th St.
Sioux City, IA

PROJECT: Woodbury County Law Enforcement Center - Exhibit B Locating Services Route/Vaults

DATE: MAR 2023 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 3 of 3



CUSTOMER PROPOSAL
Telephone Service

**Woodbury County Law Enforcement
Authority Board of Commissions**
3701 28th St.
Sioux City, IA

Contact: **Ron Wieck**
Phone:
Cell:
Email: rcwieck65@gmail.com

4/10/2023

Qty.	Description	Monthly Charges				Installation Charges			Install Total
		Unit Price	Extended Price	Discount	Total	Unit Charge	Extended Price	Discount	
TBD	<u>Voice Services</u>								
	Business Line	19.00			19.00				<i>waived</i>
	FCC Business Line Surcharge	6.00			6.00				
	E911 Surcharge	1.00			1.00				
					<u>26.00</u>				
	<i>Please let us know number of business phones lines that are needed.</i>								

Provided by: Jeff Zyzda
Jeff Zyzda

520 Francis Street, Suite 200C
Saint Joseph, Missouri, 64501
806-344-9879 | info@gga-pc.com
GoldbergArchitects.com



Construction Change Directive

PROJECT (Name and address):
Woodbury County Law Enforcement Center
3701 28th Street
Sioux City, Iowa 51105

DIRECTIVE NUMBER: 004

DATE: 03.30.23

CONTRACT FOR: Woodbury County Law Enforcement Center

CONTRACT DATE: 06.28.21

ARCHITECT'S PROJECT NUMBER: 16003-06

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR (Name and address):
Hausmann Construction, Inc.
2108 Taylor Avenue #850
Norfolk, Nebraska 68701

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

Proceed with the revisions as outlined in Proposal Request 30R. All security electronics cabling in non-secure areas is permitted to be free-hanging on J-hooks or other approved methods in lieu of installed in conduit.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum decreased of \$0.00

Unit Price of \$ per

As provided in Section 7.3.3 of AIA Document A201-2007

As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of TBD days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Goldberg Group Architects, PC

ARCHITECT (Firm name)

Hausmann Construction

CONTRACTOR (Firm name)

Woodbury County LEC Authority

OWNER (Firm name)

520 Francis Street, St. Joseph, MO

ADDRESS

8885 Exec. Woods Dr., Lincoln, NE

ADDRESS

620 Douglas Street, Sioux City, IA

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Carole Cline, Associate

(Typed name)

Steve Thiele, Vice President

(Typed name)

Ron Wieck, LEC Authority Chair

(Typed name)

04.04.2023

DATE

4/4/23

DATE

DATE