

**AMENDMENT TO BUILD-OPERATE-TRANSFER AGREEMENT
McCordsville Public Safety Project**

This Amendment to the Build-Operate-Transfer Agreement (McCordsville Public Safety Project) (the "Amendment") is executed this ____ day of October, 2023, by and between GM Development Companies LLC (the "Developer"), the Town of McCordsville, Indiana (the "Town"), and the McCordsville Municipal Facilities Building Corporation (the "Building Corporation").

Recitals

WHEREAS, Developer, Town, and Building Corporation have executed that certain Build-Operate-Transfer Agreement (McCordsville Public Safety Project) dated June 29, 2023 (the "Agreement"); and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, Developer, Town, and Building Corporation have agreed to this Amendment to (1) provide for additional scope to furnish mechanical equipment for a police department training facility, together with associated infrastructure, and (2) increase (a) the Purchase Price Cap and (b) the Town Contributed Funds, each as defined in the Agreement, by \$350,000.00 to pay for costs of the additional scope.

Agreement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Developer, Town, and Building Corporation agree to the provisions set forth below.

1. Amendment.

(a) **Purchase Price Cap.** The Purchase Price Cap for the sum of all payments to Developer is hereby amended to \$12,087,332.00. For purposes of clarity, the amended contract value was derived by adding the cost of the new mechanical system (\$350,000.00) to the current contract value of \$11,737,332.00. The added mechanical scope is hereby accepted by Town and Building Corporation, and Developer is directed to install the mechanical system per the amended drawings and specifications provided by the mechanical engineer, which shall be incorporated into the Final Plans pursuant to Section 6 of the Agreement.

(b) **Town Contributed Funds.** Town Contributed Funds is hereby increased to \$1,403,820.00.

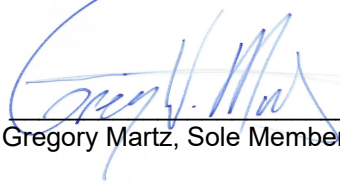
2. Control. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment is being executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer, Town, and Building Corporation executed this Amendment as of the date set forth in the introductory paragraph hereof.

GM DEVELOPMENT COMPANIES LLC

By: 
Gregory Martz, Sole Member

TOWN OF MCCORDSVILLE, INDIANA

By: _____

Gregory Brewer
President, Town Council

MCCORDSVILLE MUNICIPAL FACILITIES
BUILDING CORPORATION

By: _____
Bryan Burney, President

Exhibit A – Quote for Additional Scope



8201 W 183rd St; Suite B
Tinley Park, IL 60487
Phone: 708-532-2449
Fax: 708-429-2150
Website: careyscentral.com

June 29, 2023

Meyer Najem
Indiana

Attn.: Quinn Reuter

RE: Central Indiana - McCordsville Police Department - Indoor Firing Range - Range Ventilation System

BUDGET PROPOSAL

We are pleased to offer this proposal for the design, installation, start up and controls of the firing range ventilation system. Our proposal is for complete range ventilation system for a 20'6" wide bay with eight (8') height at the safety ceiling including the following:

Assumptions:

- Equipment located on grade - side of building (as shown on Carey's concept drawing)
- Outside ductwork requires duct insulation & weather proof jacketing
- Natural gas is available for heating. NOTE: Propane or electric heating will result in increased cost to project pricing (For recirculation option)
- 3- phase power is available

Recirculation Style System with Heating, Cooling, Dehumidification & Filtration:

- Complete engineering of a range ventilation system to meet the standards listed in the attached letter.
- Recirculation system with heating, cooling and filtration. (Minimum Outside Air of 25% to dilute the carbon monoxide).
- Variable Frequency Drive(VFD) for the air handling unit.
- HEPA filter rack with MERV 14 stiff-pocket bag mid-filters and pre-filter track (not used).
- Direct digital control system with connection for internet access.
- Custom made radial diffusers, dampers, & plenums.
- All necessary sheet metal duct work, fittings & installation.
- Start-up & airflow commissioning at the firing line only to be performed by Carey's in house personnel.
- One-year warranty.
- Twenty-four hour- seven day a week remote technical support by in house control technicians.
- Shipping, offloading and setting of equipment with crane included.

EXCLUSIONS:

- Line voltage, power wiring and disconnects for all equipment.
- Gas piping to make up air unit.
- Condensate drain piping.
- Grade mounted equipment pads if equipment is located on grade.
- Structural Engineering and Supports, Coring, Roof patching and supports if the equipment is located on the roof.
- Any required cutting, coring, roof patching, wall patching or penetrations.
- Lay in or drop ceiling.
- Air dams or baffle enclosure panels (for tactical ranges).
- Soffit or furring strips on range rear wall - if required - to mount supply radial diffusers.

Carey's Small Arms Range Ventilation

8201 West 183rd St., Unit B, Tinley Park, IL 60487

- We will send the control cabinet to the site. The site electrician will mount the control cabinet and provide all control conduits with pull strings. Supply 120-volt dedicated circuit to the control panel.
- Mounting and wiring of Variable Frequency Drives (VFD's).
- Non range (base building) HVAC.
- Life Safety Work, including smoke detectors.
- Internet connection & line voltage to control panel.
- Bonds, Permits & related fees.

BUDGET PRICE:

\$330,000.00

Please let me know if there are any questions.

Respectfully,



Brian Wright
Carey's Small Arms Range Ventilation