



**CONTRACT COVER MEMORANDUM**

**TO:** Margie Rice, Corporation Counsel; Jessica McClellan, Controller  
**FROM:** Enedina Kassamanian, Asst. City Attorney  
**DATE:** May 15, 2025  
**RE:** BFD Training and Logistics Center – Weddle Brothers Building Group, LLC.

<b>Contract Recipient/Vendor Name:</b>	Weddle Brothers Building Group, LLC
<b>Department Head Initials of Approval:</b>	RK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Roger Kerr and Max Litwin
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	May 30, 2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25- 388
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	Completion of Work – approximately December 31 <sup>st</sup> 2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	<b>\$ 7,952,870</b>  (which is an increase of \$1,452,870 from the original estimated pre-construction fees.)
<b>Funding Source:</b>	987-06-08FIRL-54510
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

**Summary of Contract:** This is the 1<sup>st</sup> Amendment/Addendum to the 24-733 BFD Training and Logistics Center – Weddle Brothers Building Group, LLC.

# AIA® Document A133® – 2019

## Exhibit A

### *Guaranteed Maximum Price Amendment*

This Amendment dated the 9th day of May in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of December in the year 2024 (the “Agreement”)  
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
Bloomington Fire Department Training & Logistics Station  
3230 S. Walnut Street  
Bloomington, IN 47401

**THE OWNER:**  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

«Weddle Bros. Building Group, LLC  
2182 W. Industrial Park Drive  
Bloomington, IN 47404

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#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Seven Million Nine Hundred Fifty-Two Thousand Eight Hundred Seventy Dollars (\$ 7,952,870 )**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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User Notes:

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

Refer to Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Refer to Attachment D - Schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than « » ( « » ) calendar days from the date of commencement of the Work.

By the following date: Refer to Attachment D - Schedule

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See attachment C for an enumeration of contract documents »

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)  
See attachment C for an enumeration of contract documents

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Refer to Attachment A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

« Refer to Attachment B »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«Attachment A - Recommendation of Award Letter  
Attachment B – Clarifications & Assumptions  
Attachment C – Enumeration of Contract Documents  
Attachment D – Project Schedule

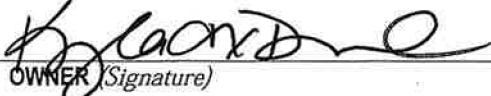
**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

« N/A »

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

  
\_\_\_\_\_  
OWNER (Signature)  
Kyla Cox Deckard, Board President  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)  
Bruce G. Carter, President & CEO  
\_\_\_\_\_  
(Printed name and title)