

Project Name: Heroes Regional Park Ball Fields
Project No.: 222318
Amendment No:01
Date:

This Amendment to that certain Standard Form Agreement dated October 10, 2023 by and between the City of Glendale and Willmeng Construction, Inc., (CM@Risk) for services, deliverables and work related to Project No. 222318.1, Project Name: Heroes Regional Park Ball Fields, (the "Agreement") is made and entered into effective this day of , 2024.

1. This Amendment #01 establishes a Guaranteed Maximum Price ("GMP") and Construction Phase Fee for Construction Services and incorporates such terms into the Agreement, making the Agreement effective for Construction Phase Services:
 - a. The total fee for Construction Phase Services, which is included in the Guaranteed Maximum Price (GMP) as defined under the Agreement, shall be fixed at Two Hundred Fifty-Eight Thousand Three Hundred Eighty-Nine and 05/100 Dollars (\$258,389.05). [This amendment for Construction Phase Services \(GMP1\) is the first of a multi-phase contract for the Heroes Regional Park Ball Fields Project.](#)
 - b. The Guaranteed Maximum Price ("GMP") for Construction Services, as defined under the Agreement, shall be Four Million Five Hundred Ninety-Six Thousand, Six Hundred Sixty-Seven and 58/100 Dollars (\$4,596,667.58). [This amendment for Construction Phase Services \(GMP1\) is the first of a multi-phase contract for the Heroes Regional Park Ball Fields Project.](#)
 - c. The total compensation under the Agreement, as amended by this Amendment, shall be:

| | Pre-Construction Phase | Construction Phase | Total |
|-----------------------------------|------------------------|--------------------|----------------|
| Original Agreement: | \$177,416.00 | \$0.00 | \$177,416.00 |
| Previous Amendments: | \$0.00 | \$0 | \$0.00 |
| This Amendment: | \$0.00 | \$4,596,667.58 | \$4,596,667.58 |
| Total (including this Amendment): | \$177,416.00 | \$4,596,667.58 | \$4,774,083.58 |

2. DELETE the blank template "Exhibit C – Cost of the Work – Schedule of Values" from the Agreement, and ADD "Exhibit C – Willmeng Construction, Inc. Cost of the Work – Schedule of Values" dated March 5, 2024 (3 Pages), attached herein.
3. ADD "Exhibit E – Construction Documents necessary to define Scope of Work and deliverables for the Construction Phase Services, including plans, designs, drawings, specifications and other required Contract Documents" dated March 5, 2024 (2 Pages), attached herein.
4. ADD "Exhibit F - Statement of All Clarifications and Assumptions" dated March 5, 2024 (2 Pages), attached herein.
5. ADD "Exhibit G – Schedule of Major Milestones" dated March 5, 2024 (1 Page), attached herein.
6. All other provisions, terms and conditions of the Agreement shall remain unchanged and in full effect.

(Signature on following page)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment, effective as of the date first written above.

OWNER
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301

CM@RISK
Willmeng Construction, Inc.
1702 E. Highland Avenue, Suite 400
Phoenix, Arizona 85016

By: Its Authorized Representative:

By Its Authorized Representative:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

DESIGN PROFESSIONAL
DIG STUDIO, INC.
3003 N. Central Avenue, Suite 800
Phoenix, Arizona 85012

By Its Authorized Representative:

Signature (Reviewed in accordance with the "Agreement Between Owner and Design Professional" Section 4.8.1.14 of Exhibit A "Scope of Services for the Design Professional")

Printed Name

Title

Date

EXHIBIT C
Cost of the Work

(One (1) page - template)
(3 pages - final document to be included with GMP Amendment)

SEE ATTACHED

EXHIBIT C: COST OF THE WORK
HEROES REGIONAL PARK BUILDOUT

| | | Direct Construction Cost | | | | Total GMP | |
|------------------------------------|--|--------------------------|-------------------|-------|-----------------|------------------------|---------------|
| Cost Code | Item of Work | GMP 1 | GMP 2 | GMP 3 | GMP 4 | | |
| 1 | General Conditions - Personnel Staffing | \$ 310,613.48 | | | | \$ 310,613.48 | |
| 2 | General Requirements - (Permits, Cleanup, Site Construction) | \$ 274,969.00 | | | | \$ 274,969.00 | |
| 3 | Materials Testing | \$ 87,980.00 | | | | \$ 87,980.00 | |
| 4 | Demolition | \$ 125,846.00 | | | | \$ 125,846.00 | |
| 5 | Earthwork and Paving | \$ 992,321.33 | | | | \$ 992,321.33 | |
| 6 | SWPPP | \$ 104,720.00 | | | | \$ 104,720.00 | |
| 7 | Termite Pretreat | | | | | \$ - | |
| 8 | Striping | | | | | \$ - | |
| 9 | Landscape and Irrigation | \$ 160,000.00 | | | | \$ 160,000.00 | |
| 10 | Utilities | \$ 903,157.00 | | | | \$ 903,157.00 | |
| 11 | Site Concrete | | | | | \$ - | |
| 12 | Fencing and Railings | | | | | \$ - | |
| 13 | Painting | | | | | \$ - | |
| 14 | Signage | | | | | \$ - | |
| 15 | Specialties (Pickleball, Playground, Mini-Pitch) | | | | | \$ - | |
| 16 | Site Furnishings | | | | | \$ - | |
| 17 | Special Construction - Restrooms | \$ 775,000.00 | | | | \$ 775,000.00 | |
| 18 | Electrical | \$ 142,530.00 | | | | \$ 142,530.00 | |
| 19 | Design Contingency | | | | | \$ - | |
| 20 | Contractor's Construction Contingency | \$ 98,079.39 | | | | \$ 98,079.39 | |
| | Subtotal Direct Construction Cost (DCC) A | \$ 3,975,216.20 | | | | \$ 3,975,216.20 | |
| | | | | | | \$ - | |
| CONSTRUCTION PHASE FEE | | | | | | \$ - | |
| | | | | | | \$ - | |
| FEE | Fixed Fee = 6.5% | B | A x 6.5% | 6.50% | \$ 3,975,216.20 | 258,389.05 | \$ 258,389.05 |
| | Subtotal Construction Phase Fee B | | | | | \$ 258,389.05 | |
| | | | | | | \$ - | |
| INDIRECT CONSTRUCTION COSTS | | | | | | \$ - | |
| | | | | | | \$ - | |
| Bond | Bonds = 1.04% | C | A x 1.04% | 1.04% | \$ 3,975,216.20 | \$ 41,489.33 | \$ 41,489.33 |
| Insurance | Insurance = General Liability and Builders Risk = 1.57% | D | A x 1.56% | 1.56% | \$ 3,975,216.20 | \$ 62,202.63 | \$ 62,202.63 |
| Tax | Sales Tax = 5.98% | E | (A+B+C+D) x 5.98% | 5.98% | \$ 4,337,297.21 | \$ 259,370.37 | \$ 259,370.37 |
| | Subtotal Indirect Construction Cost | | | | | \$ 363,062.33 | |
| | | | | | | \$ - | |
| TOTAL GMP (DCC + FEE+ ICC) | | | | | | \$ 4,596,667.58 | |

Heroes Park - GMP #1

Est. Date: 5-Mar-24

| Item # | Division - Description/Scope Of Work | Cost Cat. | CSI Code | Refer. | Estimate | | | GMP 1 Totals |
|--|---|-----------|-------------|-------------------|------------|-------|------------|-------------------|
| | | | | | Est 0 Qty. | U/M | Unit Price | |
| 01 40 Permits/Develop. Fees/Utility Company Charges | | | | | | | | |
| | ADEQ Dust Control Permit | S | 01 41 26 10 | Gen Requirements | 1 | ls | 4,000.00 | 4,000.00 |
| | SWPPP Notice of Intent & Review | S | 01 41 26 10 | Gen Requirements | 1 | ls | 750.00 | 750.00 |
| 01 40 | Subtotal | | | | | | | 4,750.00 |
| 01 70 Construction Cleanup | | | | | | | | |
| | General Clean-Up and Laborers | S | 01 74 13 00 | Gen Requirements | 300 | hrs | 35.00 | 10,500.00 |
| 01 70 | Subtotal | | | | | | | 10,500.00 |
| 02 21 Misc Site Construction | | | | | | | | |
| | Survey & Layout | S | 02 21 00 00 | Gen Requirements | 44.0 | acre | 2,100.00 | 92,379.00 |
| | Temp Fencing w/ Windscreen Install/Removal & Monthly Rental | S | 02 21 00 00 | Gen Requirements | 7,900 | lf | 12.00 | 94,800.00 |
| | Misc Ped Routing & Traffic Control | S | 02 21 00 00 | Gen Requirements | 13 | mos | 2,500.00 | 32,500.00 |
| | Buy Construction Water (4,000g x 4 fills per day x 12 months) | S | 02 21 00 00 | Gen Requirements | 5,720 | mg | 7.00 | 40,040.00 |
| 02 21 | Subtotal | | | | | | | 259,719.00 |
| 02 30 Materials Testing | | | | | | | | |
| | Quality Control and Materials Testing | S | 02 32 00 00 | Gen Requirements | 44.0 | acre | 2,000.00 | 87,980.00 |
| 02 30 | Subtotal | | | | | | | 87,980.00 |
| 02 40 Demolition | | | | | | | | |
| | Demo and Remove Basketball Court & Misc Sidewalk (2 & 7) | S | 02 41 16 00 | Site Demo | 13,672 | sf | 3.00 | 41,016.00 |
| | Demo Existing Asphalt Parking Lot | S | 02 41 16 00 | Site Demo | 75,000 | sf | 0.75 | 56,250.00 |
| | Demo Concrete Lined Ditch (8) | S | 02 41 16 00 | Site Demo | 1,970 | lf | 9.00 | 17,730.00 |
| | Demo Curb (9) | S | 02 41 16 00 | Site Demo | 1,050 | lf | 2.00 | 2,100.00 |
| | Demo Bench and Recept & Salvage (4) | S | 02 41 16 00 | Site Demo | 2 | ea | 100.00 | 200.00 |
| | Demo Light Poles & Salvage (6) | S | 02 41 16 00 | Site Demo | 2 | ea | 500.00 | 1,000.00 |
| | Sawcutting (1) | S | 02 41 16 00 | Site Demo | 750 | lf | 9.00 | 6,750.00 |
| | Demo Signs / Bannicades (10, 11) | S | 02 41 16 00 | Site Demo | 8 | ea | 100.00 | 800.00 |
| 02 40 | Subtotal | | | | | | | 125,846.00 |
| 31 10 Earthwork & Paving | | | | | | | | |
| | Clear and Grub | S | 31 10 01 01 | Earthwork | 44.0 | acre | 1,200.00 | 52,788.00 |
| | Mass Earthwork Cut to Fill | S | 31 10 01 01 | Earthwork | 181,333 | sy | 2.50 | 453,333.33 |
| | Earthwork Export/Import | S | 31 10 01 01 | Earthwork | 2,700 | cy | 20.00 | 54,000.00 |
| | Finish Grade / Spots Management | S | 31 10 01 01 | Earthwork | 992,000 | sf | 0.35 | 347,200.00 |
| | Shape/Finegrade Play Area | S | 31 10 01 01 | Earthwork | 1 | ls | 75,000.00 | 75,000.00 |
| 31 10 | Subtotal | | | | | | | 992,321.33 |
| 31 25 SWPPP | | | | | | | | |
| | SWPPP Implementation | S | 31 25 00 00 | Gen Requirements | 1 | ls | 30,000.00 | 30,000.00 |
| | Street Sweeping (6 hours per week) | S | 31 25 00 00 | Gen Requirements | 338 | hrs | 125.00 | 38,970.00 |
| | Dust Control | S | 31 25 00 00 | Gen Requirements | 13 | mos | 2,750.00 | 35,750.00 |
| 31 25 | Subtotal | | | | | | | 104,720.00 |
| 32 80 Landscaping & Irrigation | | | | | | | | |
| | Irrigation Pump - Early Procurement Cost | S | 32 80 00 00 | General Landscape | 1 | ea | 150,000.00 | 150,000.00 |
| | Landscape Make Safe | S | 32 80 00 00 | General Landscape | 1 | ls | 10,000.00 | 10,000.00 |
| 32 80 | Subtotal | | | | | | | 160,000.00 |
| 33 30 Utilities | | | | | | | | |
| | Drywells | | | | | | | |
| | Drywells - ASSUME NOT NEEDED | S | 33 10 00 00 | Wet Utilities | 0 | ea | NOT NEEDED | |
| | Waterline | | | | | | | |
| | Water Line - 4" | S | 33 10 00 00 | Wet Utilities | 250 | lf | 110.00 | 27,500.00 |
| | Water line - 2" Copper | S | 33 10 00 00 | Wet Utilities | 901 | lf | 50.00 | 45,050.00 |
| | Water line - 3/4" Copper | S | 33 10 00 00 | Wet Utilities | 459 | lf | 50.00 | 22,950.00 |
| | Drinking Fountains - <i>not shown</i> | S | 33 10 00 00 | Wet Utilities | 3 | ea | 15,000.00 | 45,000.00 |
| | Drinking Fountains @ Dog Park (5-10) | S | 33 10 00 00 | Wet Utilities | 2 | ea | 15,000.00 | 30,000.00 |
| | Wet Tap | S | 33 10 00 00 | Wet Utilities | 3 | ea | 7,500.00 | 22,500.00 |
| | Backflow Preventers | S | 33 10 00 00 | Wet Utilities | 2 | ea | 5,500.00 | 11,000.00 |
| | Domestic Meter | S | 33 10 00 00 | Wet Utilities | 2 | ea | 4,500.00 | 9,000.00 |
| | R&R Asphalt | S | 33 10 00 00 | Wet Utilities | 1 | ls | 10,000.00 | 10,000.00 |
| | Sanitary Sewer | | | | | | | |
| | Sewer Line - 6" PVC | S | 33 10 00 00 | Wet Utilities | 1,090 | lf | 60.00 | 65,400.00 |
| | Connect to Existing Manholes | S | 33 10 00 00 | Wet Utilities | 2 | ea | 4,500.00 | 9,000.00 |
| | Manholes | S | 33 10 00 00 | Wet Utilities | 3 | 6,500 | 15,000.00 | 45,000.00 |
| | Service to RR Bldg | S | 33 10 00 00 | Wet Utilities | 2 | ea | 5,000.00 | 10,000.00 |
| | Final Connection to RR - Including additional MOB | S | 33 10 00 00 | Wet Utilities | 2 | ea | 5,000.00 | 10,000.00 |
| | Storm Sewer | | | | | | | |
| | Storm Line - 18" Solid CHDPE | S | 33 10 00 00 | Wet Utilities | 65 | lf | 100.00 | 6,500.00 |
| | Storm Line - 12" Solid CHDPE | S | 33 10 00 00 | Wet Utilities | 152 | lf | 65.00 | 9,880.00 |
| | Storm Line - 10" Solid CHDPE | S | 33 10 00 00 | Wet Utilities | 365 | lf | 65.00 | 23,725.00 |
| | Storm Line - 10" Perforated CHDPE | S | 33 10 00 00 | Wet Utilities | 380 | lf | 65.00 | 24,700.00 |
| | Detail 3/PP6.00 - Include 3/4" crushed drain stone, Filter Fabric (around pipe only), | S | 33 10 00 00 | Wet Utilities | 380 | lf | 25.00 | 9,500.00 |
| | Storm Line - 8" Solid CHDPE | S | 33 10 00 00 | Wet Utilities | 184 | lf | 45.00 | 8,280.00 |
| | Storm System - Catch/Drain Basin | S | 33 10 00 00 | Wet Utilities | 6 | ea | 5,500.00 | 33,000.00 |
| | Storm System - Bubbler Structure | S | 33 10 00 00 | Wet Utilities | 1 | ea | 3,500.00 | 3,500.00 |
| | Storm System - Miller/Flared End Sections | S | 33 10 00 00 | Wet Utilities | 21 | ea | 2,500.00 | 52,500.00 |
| | Storm System - Sidewalk Scupper | S | 33 10 00 00 | Wet Utilities | 3 | ea | 5,000.00 | 15,000.00 |
| | Storm System - Rip Rap | S | 33 10 00 00 | Wet Utilities | 6,541 | sf | 12.00 | 78,492.00 |
| | Storm System - Allowance for storm lines not on plans yet | S | 33 10 00 00 | Wet Utilities | 1 | ls | 50,000.00 | 50,000.00 |
| | Irrigation Line | | | | | | | |
| | 4" line | S | 33 10 00 00 | Wet Utilities | 430 | lf | 50.00 | 21,500.00 |
| | Backflow Preventer | S | 33 10 00 00 | Wet Utilities | 1 | ea | 12,000.00 | 12,000.00 |
| | Meter box & Vault | S | 33 10 00 00 | Wet Utilities | 1 | ea | 28,000.00 | 28,000.00 |
| | SRP Private Irrigation | | | | | | | |

GMP 1



Heroes Park - GMP #1

Est. Date: 5-Mar-24

| Item # | Division - Description/Scope Of Work | Cost Cat. | CSI Code | Refer. | Estimate | | | GMP 1 Totals |
|----------------------|--|-----------|-------------|------------------|------------|-----|-------------------|---------------------|
| | | | | | Est 0 Qty. | U/M | Unit Price | |
| 33 30 | 12" HDPE SRP Irrigation Pipe Concrete Box for 12" pipe Headwall | \$ | 33 10 00 00 | SRP Private Irr | 2,053 | lf | 60.00 | 123,180.00 |
| | | \$ | 33 10 00 00 | SRP Private Irr | 2 | ea | 15,000.00 | 30,000.00 |
| | | \$ | 33 10 00 00 | SRP Private Irr | 1 | ea | 11,000.00 | 11,000.00 |
| | Subtotal | | | | | | 903,157.00 | |
| 13 10 | Special Construction | | | | | | | |
| 13 10 | Modular Restroom Bldg - Early Procurement Cost Modular Office Building - Early Procurement Cost | \$ | 13 12 00 00 | Restroom | 2 | ea | 380,000.00 | 760,000.00 |
| | | \$ | 13 12 01 00 | Maintenance Yard | 1 | ea | 15,000.00 | 15,000.00 |
| | Subtotal | | | | | | 775,000.00 | |
| 26 05 | Electrical | | | | | | | |
| 26 05 | Electrical Make Safe SES Purchase | \$ | 26 05 00 00 | Site Electrical | 1 | ls | 10,000.00 | 10,000.00 |
| | | \$ | 26 05 00 00 | Site Electrical | 1 | ls | 132,530.00 | 132,530.00 |
| | Subtotal | | | | | | 142,530.00 | |
| COSTS TOTALS: | | | | | | | | 3,566,523.33 |
| | CONTRACTOR'S CONTINGENCY (2.75%) | | | | | | | 98,079.39 |
| | ONSITE OVERHEAD (Supervision and GC's) (3 MONTHS) | | | | | | | 310,613.48 |
| | CONTRACTOR'S FEE (6.5%) | | | | | | | 258,389.05 |
| | PAYMENT AND PERFORMANCE BOND | | | | | | | 41,489.33 |
| | GENERAL LIABILITY INSURANCE & BUILDERS RISK INSURANCE | | | | | | | 62,202.63 |
| | SALES TAX (GLENDALE, AZ - 5.9800%) | | | | | | | 259,370.37 |
| | 4,596,667.58 | | | | | | | |

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EXHIBIT E

Construction Documents necessary to define Scope of Work and Deliverables for the Construction Phase Services, including plans, designs, drawings, specifications and other required Contract Documents

(2 pages - To be Incorporated by Amendment)

SEE ATTACHED

EXHIBIT E

SCOPE OF WORK: GMP 1

- **Scope of Work:** This construction GMP 1 has been developed to complete the following improvements per the GMP 1 Scope noted below:
 - **GMP 1 Scope:**
 - ADEQ Dust Permit
 - 300 Hours of General Site Clean-Up
 - Survey and Layout for the full Project
 - Temp Site Fencing for the full Project
 - Pedestrian Routing and Traffic Control for the full Project
 - Buy of Construction Water for the full Project
 - Materials Testing / Quality Control for the full Project
 - Earthwork – Mass Grading and Finegrading for the full Project
 - SWPPP – for the full Project
 - Landscaping – Make safe for existing systems Only
 - Wet Utilities (Water, Sewer, Storm Drain, and Private Irrigation) for the full Project
 - Electrical – Make safe for existing systems Only
 - Long Lead Procurement
 - Pre-Fab Restrooms – Full Amount
 - Modular Maintenance Bldg – only first \$15,000
 - Landscape Irrigation Pump – Full Amount (allowance)
 - Electrical – SES purchase Only (Full Amount) and electrical demo make-safe Only
 - Site Management (3 months of Willmeng supervision and general conditions)
 - Remaining 10 months to be accounted for in GMP 2.
- **Summary of the GMP:** Please see the attached GMP 1 (shown as Exhibit C) for a detailed understanding of the scope covered within GMP 1. The need for this early GMP 1 is to begin the project the first week of April 2024 to meet the approximate start date requirement by the City of Glendale. This project requires approximately 13 months of construction but could require additional time depending upon final alternate scope selections. This GMP 1 covers the initial three months of construction (general scope identified above) and critical long lead procurement scopes. The remaining approximate 10 months of construction will be accounted for in a subsequent GMP 2 as the design progresses and when the plans are finalized at the 100% stage.
- **Schedule of Values:** Please see the attached GMP 1 Sheet (Exhibit C). If desirable, the City and Willmeng can work together to group or condense pay items to make the schedule of values more efficient for the project.
- **List of Plans and Specifications:** Willmeng is providing the improvements based on the following documents:
 - a. Earthwork, Grading, Storm Drain scope per: “23-100 Glendale Heroes_GMP-1” Plans by Dig Studio dated 01/29/2024 (see enumeration of plan sheets below).

- b.** Wet Utility scope per: "23-100 Glendale Heroes_**MG**_GMP-1_2024-02-13" Plans by Dig Studio dated 02/12/2024 (see enumeration of plan sheets below).
- c.** Geotechnical Report was not available at time of bid. Used for reference was a Geotechnical Report created for "City of Glendale Heroes Park Lake Project Southeast Corner 83rd Avenue and Berridge Lane, Glendale, Arizona. RAMM Project No. G26548" dated 10/27/20
- d.** No Specifications Provided

| 23-100 Glendale Heroes_GMP-1 | | | | | |
|------------------------------|------------|---|---|------------------|-----------|
| Total Page # | Plan Sheet | Plan Description | Plan Date | Date Description | |
| 1 | L001 | COVER SHEET | 1/29/2024 | GMP 1 Set | |
| 2 | L002 | SHEET INDEX & KEY MAP | 1/29/2024 | GMP 1 Set | |
| 3 | LM100 | HARDSCAPE MATERIALS SCHEDULE | 1/29/2024 | GMP 1 Set | |
| 4 | LM101 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 5 | LM102 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 6 | LM103 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 7 | LM104 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 8 | LM105 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 9 | LM106 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 10 | LM107 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 11 | LM108 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 12 | LM109 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 13 | LM110 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 14 | LM111 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 15 | LM112 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 16 | LM113 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 17 | LM114 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 18 | LM115 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 19 | LM116 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 20 | LM117 | HARDSCAPE MATERIALS PLAN | 1/29/2024 | GMP 1 Set | |
| 21 | LM201 | RESTROOM BUILDING PLANS | 1/29/2024 | GMP 1 Set | |
| 22 | LM202 | OFFICE TRAILER | 1/29/2024 | GMP 1 Set | |
| 23 | LSS01 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 24 | LSS02 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 25 | LSS03 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 26 | LSS04 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 27 | LSS05 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 28 | LSS06 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 29 | LSS06 | HARDSCAPE DETAILS | 1/29/2024 | GMP 1 Set | |
| 30 | C01.00 | GMP-1 MASS GRADING PLANS - COVER SHEET | 1/29/2024 | GMP 1 Set | |
| 31 | C01.01 | GMP-1 MASS GRADING PLANS - NOTE SHEET | 1/29/2024 | GMP 1 Set | |
| 32 | C02.00 | GMP-1 MASS GRADING PLANS - EXISTING CONDITIONS | 1/29/2024 | GMP 1 Set | |
| 33 | C02.01 | GMP-1 MASS GRADING PLANS - DEMOLITION PLAN | 1/29/2024 | GMP 1 Set | |
| 34 | C02.02 | GMP-1 MASS GRADING PLANS - DEMOLITION PLAN | 1/29/2024 | GMP 1 Set | |
| 35 | C02.03 | GMP-1 MASS GRADING PLANS - DEMOLITION PLAN | 1/29/2024 | GMP 1 Set | |
| 36 | C02.04 | GMP-1 MASS GRADING PLANS - DEMOLITION PLAN | 1/29/2024 | GMP 1 Set | |
| 37 | C03.00 | GMP-1 MASS GRADING PLANS - OVERALL GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| 38 | C03.01 | GMP-1 MASS GRADING PLANS - GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| 39 | C03.02 | GMP-1 MASS GRADING PLANS - GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| 40 | C03.03 | GMP-1 MASS GRADING PLANS - GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| 41 | C03.04 | GMP-1 MASS GRADING PLANS - GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| 42 | C03.05 | GMP-1 MASS GRADING PLANS - GRADING PLAN | 1/29/2024 | GMP 1 Set | |
| *** | 43 | C04.00 | GMP-1 MASS GRADING PLANS - OVERALL UTILITY PLAN | 1/29/2024 | GMP 1 Set |
| *** | 44 | C04.01 | GMP-1 MASS GRADING PLANS - UTILITY PLAN | 1/29/2024 | GMP 1 Set |
| *** | 45 | C04.02 | GMP-1 MASS GRADING PLANS - UTILITY PLAN | 1/29/2024 | GMP 1 Set |
| *** | 46 | C04.03 | GMP-1 MASS GRADING PLANS - FLOOD IRRIGATION | 1/29/2024 | GMP 1 Set |

| | | | | | |
|-----|----|----------|---|-----------|-----------|
| *** | 47 | C05.01 | GMP-1 MASS GRADING PLANS - IRRIGATION MAINLINE PLAN | 1/29/2024 | GMP 1 Set |
| | 48 | SWPPP-01 | GMP-1 MASS GRADING PLANS - COVER SHEET | 1/29/2024 | GMP 1 Set |
| | 49 | SWPPP-02 | GMP-1 MASS GRADING PLANS - NOTE SHEET & DETAILS | 1/29/2024 | GMP 1 Set |
| | 50 | SWPPP-03 | GMP-1 MASS GRADING PLANS - SWPP PLAN | 1/29/2024 | GMP 1 Set |

23-100 Glendale Heroes_MG_GMP-1_2024-02-13

| Total Page # | Plan Sheet | Plan Description | Plan Date | Date Description | |
|--------------|------------|------------------|--------------------------|------------------|---|
| *** | 1 | C00.00 | PROJECT COVER | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 2 | C01.00 | COVER SHEET | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 3 | C01.01 | NOTE SHEET | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 4 | C02.00 | EXISTING CONDITIONS | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 5 | C02.01 | DEMOLITION PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 6 | C02.02 | DEMOLITION PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 7 | C02.03 | DEMOLITION PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 8 | C02.04 | DEMOLITION PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 9 | C02.05 | DEMOLITION PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 10 | C03.00 | OVERALL GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 11 | C03.01 | GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 12 | C03.02 | GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 13 | C03.03 | GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 14 | C03.04 | GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 15 | C03.05 | GRADING PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 16 | C04.00 | UTILITY COVER SHEET | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 17 | C04.01 | UTILITY NOTE SHEET | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 18 | C04.02 | OVERALL UTILITY PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 19 | C04.03 | UTILITY PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 20 | C04.04 | UTILITY PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 21 | C04.05 | UTILITY PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 22 | C04.06 | FLOOD IRRIGATION | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| | 23 | C05.01 | IRRIGATION MAINLINE PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 24 | SWPPP-01 | COVER SHEET | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 25 | SWPPP-02 | NOTE SHEET & DETAILS | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |
| *** | 26 | SWPPP-03 | SWPP PLAN | 2/13/2024 | GMP 1 Mass Grading Plans with Updated Utility Plans |

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EXHIBIT F
Statement of All Clarifications and Assumptions (if any)

(2 pages - To be Incorporated by Amendment)

SEE ATTACHED

EXHIBIT F

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

List of Clarifications and Assumptions:

- **Work Hours:** It is assumed we can work typical 8-hour work days beginning at 6am approximately. We may also work 10-hour days if the schedule requires us to do so. If we need to work weekends or during the night, we will apply for the City variance as needed.
- **Construction Noise:** It is assumed our standard work production will not be restricted by noise restrictions. We also understand the importance of being flexible in certain locations of the park and we will work with the City to be reasonable should a restriction be requested. Overall, we have a substantial amount of work to complete to meet the project deadline and we need to maintain production as much as possible.
- **3rd Party Designs and Relocations:** It is assumed that any third-party designs and relocations necessary or that may become necessary will be completed by others within our construction sequencing time frame. If this scope by others impacts our project schedule, we assume we will be provided a respective time extension. For example, SRP electric will be required for the project and the timing of power to the project will become critical once known. At this time, this scope is undefined and will be further defined in GMP 2.
- **General:** This GMP 1 assumes a subsequent GMP 2 will be executed to allow GMP 2 scope of work to start immediately after the scope of work in GMP 1 ends (no break in work).
- **Right of Way (ROW) and Temporary Construction Easement (TCE)s:** We assume all scope as shown is currently within City of Glendale property limits and no additional ROW or TCE acquisitions are required.
- **Permitting and Inspections:** It is assumed that all scope within this GMP 1 will not be restricted or impacted by a lack of permitting or the ability for the City to provide inspections knowing that the plans are currently not at the 100% stage. If our work was impacted by either of these, we would require a respective time extension.
- **Cost Management:** This GMP 1 is established based on plans that are not 100% documents. Scopes of work could change as the 100% design plans are developed. Upon receiving the 100% plans and identifying the changes, respective scopes of work will be repriced as applicable. These changes (increases or decreases in cost) will be managed by the Project Buy-out/savings, Contractors Contingency, or Owner's Contingency as necessary (dependent upon the change). New scopes of work as agreed upon between Willmeng and the City will be managed through the Project Buy-out/savings or Owner's Contingency depending upon the change and overall standing of the GMP.
- **Cost Management:** Due to the nature of this project (GMP 1 not based on 100% plans), CMAR can utilize Project Buy-out/savings to manage scope variations between pay items and from the current stage to the 100% stage without approval from the City. However, CMAR must keep the City reasonably informed of this cost management in a manner acceptable by the City.
- **Cost Management:** There could be material price changes from the time subcontractors provide pricing to when subcontracts can be executed. If applicable, these changes (increases or decreases in cost) will be managed by the Project Buy-out/savings and Contractors Contingency as necessary.
- **Cost Management (Lump Sum Items):** Prior to utilizing Lump Sum (LS) pay items, the City and CMAR will work together to establish a reasonable payment structure for each LS item should LS not be a reasonable approach.
- **SRP Private Irrigation Line:** To maintain irrigation water to the 1 adjacent homeowner (west side of project), it is assumed this home needs about 120,000 gallons per month. Our approach is to

provide water via the adjacent fire hydrant (with pipe/hose as needed) during the mass grading operation.

- **Schedule:** In order to start construction 4/1/2024, we need an executed construction agreement by Mid-March of 2024.
- **Schedule:** In order to maintain construction sequencing and flow for GMP 2, we assume to receive 100% plans on 4/1/2024 and receive an executed construction agreement for GMP 2 by end of May of 2024.
- **Existing Topo:** We assume the existing topography grades are correct and accurate relative to the existing grades shown on the plans. If the existing grades are incorrect and if this impacts the mass earthwork budget, any impact will be handled through Buy-out/savings, Contractors Contingency, Owner's Contingency, or a Change Order as necessary (dependent upon the change).
- **Onsite Overhead (Supervision and GC's):** The scope is to be prorated into monthly lump sums and billed as monthly lump sums. For GMP 1, the total dollars for Onsite Overhead shall be divided by three months and billed accordingly.
- **Scope Not in Plans but Discussed in Meetings or Emails:** Willmeng has tried to cover all intended scope that may not be in the plans but was discussed in meetings or emails. Such scope would be shown as a line item in the GMP 1 if applicable.
- **Rip Rap:** Rip Rap is not currently fully designed. Any Rip Rap cost is figured to be loose and NOT grouted.

List of Exclusions:

- **Environmental:** It is assumed there are no environmental concerns on the project that could impact the project's budget or schedule. Discovery, inspection, surveys, abatement or removal of any hazardous material or environmental artifacts, including, but not limited to Asbestos, Mold, PCB, Radon or Petroleum Hydrocarbon or any other such types of materials or conditions are excluded.
- **Permits & Fees:** All Permits, Plan Review Fees, Building/Site/Offsite Permit Fees, Development Fees, Water Tap & Meter Costs, other such or Special Fees or Bonds - unless specifically listed as included & outlined in this GMP are excluded.
- **Special Inspections:** Structural, Plumbing, Mechanical, Electrical or Others are excluded.
- **Fees:** Except deposit for Hydrant Meter, construction water and construction trailer use, all third party utility fees, deposits, design fees, or general utility work not completed by Willmeng or its subcontractors is excluded.
- **Existing Utilities:** Removal of existing utilities not shown on the plans is excluded.
- **Off-Duty Officers:** Off-Duty Officers are excluded from this GMP.
- **Drywells:** No drywells are shown on the plans and are excluded.
- **No Geotech Report:** There was no Geotech report provided for this project. Any impacts that may occur to the budget as a result will be handled through Buy-out/savings, Contractors Contingency, Owner's Contingency, or a Change Order as necessary (dependent upon the change).
- **Existing Pavement:** Removal and Replacement of existing asphalt that is not currently noted to be removed and replaced in the plans - is excluded from this GMP.
- **Buy America:** Buy America is not accounted for in this GMP. Should this become a requirement for the project, this will be incorporated into GMP 2
- **FF&E:** No site furnishings are included in the GMP 1. No soccer goals/nets are included in GMP 1.
- **Construction Trash and Dump Fees:** Per the City of Glendale, all cost for trash dumpsters and dump fees for trash during construction will be accounted for by the City. These costs are excluded from this GMP.
- **Electric Power Bills:** All electric power bills will be paid for directly by the City of Glendale per the City. These costs are excluded from this GMP.

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EXHIBIT G
Schedule of Major Milestones

(1 pages - To be Incorporated by Amendment)

SEE ATTACHED

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EXHIBIT H
Dispute Resolution Procedures

1. Disputes.

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) shall be initiated and decided under the provisions of this Exhibit.
- 1.2 CMAR and City shall each designate in writing to the other party, from time to time, a member of senior management who shall be authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A party shall initiate a Dispute by delivery of written notice to the members of management designated by the respective parties under Section 1.2 of this Exhibit.
- 1.4 The parties must:
 - (A) Attempt to resolve all Disputes promptly, equitably and in a good faith manner; and
 - (B) Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning modification of the GMP or any schedule, CMAR must first follow the provisions of any Claim procedure established by the Design-Build Agreement before seeking relief under these Procedures.

2. Emergency Arbitration.

- 2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either party considers necessary to prevent or mitigate a material delay to the critical path of the Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a party, either party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
 - (A) The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
 - (B) If the Emergency Arbitrator has not been selected at the time a party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
 - (C) The Emergency Arbitrator shall be an attorney with at least ten (10) years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either party for at least ten (10) years.
- 2.2 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the

American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules").

- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either party may upon three days additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes shall be conducted in Glendale, Arizona.
- 2.6 Presentation, request for determination (i.e., a party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.6 of this Exhibit.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Services, subject to review de novo by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.
 - (A) Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
 - (B) The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a party that fail to meet this obligation.

3. Non-Emergency Arbitration.

- 3.1 Except as provided in Section 5 of this Exhibit, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a de novo review of an AAA emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
 - (A) The parties shall each select an arbitrator within 15 days after notice that a party desires to resolve a dispute by arbitration.
 - (B) The two arbitrators shall then each select a third arbitrator. If an arbitrator is not selected within any such 15 day period, then the arbitrator shall be appointed by the AAA.
- 3.2 The arbitrator(s) shall meet the qualifications of Emergency Arbitrators as provided in Section 2 of this Exhibit.

- 3.3 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
- 3.4 In connection with such arbitration, each party shall be entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each party shall deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 3.5 The arbitration hearing shall be held within 150 days of the appointment of the arbitrators.
- 3.6 At the arbitration hearing, each party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
- (A) Each party's Proposed Resolution must be fully dispositive of the dispute.
 - (B) The arbitrators must select one Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - (C) The parties must submit their proposed resolution of the matter to the arbitrators and the other party 15 days prior to the date set for commencement of the arbitration proceeding.
 - (D) The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - (E) The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - (F) All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing party, must be paid by the party whose position was not selected by the arbitrators.
4. **Continuing Work.** Unless otherwise agreed to in writing, CMAR must continue to perform and maintain progress of the Work during any Dispute Resolution or arbitration proceedings, and City will continue to make payment to CMAR in accordance with the Agreement.
5. **Exceptions.**
- 5.1 Neither City nor CMAR are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with City and CMAR.
 - 5.2 City or CMAR may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the party seeks to enforce is enforceable under Arizona law), including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Glendale Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of City acting in its

governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

- 5.4** In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Arizona Rules of Civil Procedure.