

Project Name: Bethany Home Road Drainage Improvements Phase I
Project No.: 202105
Amendment No:02
Date:

This Amendment to that certain Standard Form Agreement dated May 10, 2022 by and between the City of Glendale and Haydon Companies, LLC (CM@Risk) for services, deliverables and work related to Project No. 202105, Project Name: Bethany Home Road Drainage Improvements Phase A , (the “Agreement”) is made and entered into effective this day of , 2026.

1. This Amendment #02 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 Three Hundred Eighty-Four Thousand Three Hundred Eighty-Nine and 52/100 Dollars (\$384,689.52).
 - b. The Guaranteed Maximum Price (“GMP”) for Construction Services, as defined under the Agreement, shall be Twelve Million One Hundred Nine Thousand Four Hundred Seventy Nine Thousand and 96/100 Dollars (\$12,109,479.96). [This GMP1B is for the construction of Phase A-47th Avenue Alignment](#)
 - c. The total compensation under the Agreement, as amended by this Amendment, shall be:

	<u>Pre-Construction Phase</u>	<u>Construction Phase</u>	Total
Original Agreement:	\$469,884.00	\$	\$469,884.00
Previous Amendments:	\$	\$	\$1,532,422.19
This Amendment:	\$	\$12,109,479.96	\$12,109,479.96
Total (including this Amendment):	\$469,884.00	\$12,109,479.96	\$14,111,786.15

2. DELETE the blank template “Exhibit C – Cost of the Work – Schedule of Values” from the Agreement, and ADD “Exhibit C – Haydon Companies, LLC Cost of the Work – Schedule of Values” dated November 19, 2025 (5 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 November 19, 2025 (1 Pages), attached herein.
4. ADD “Exhibit F - Statement of All Clarifications and Assumptions” dated November 19, 2025 (2 Pages), attached herein.
5. ADD “Exhibit G – Schedule of Major Milestones” dated November 4, 2025 (2 Pages), 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

By: Its Authorized Representative:

Signature

Printed Name

Title

Date

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

DESIGN PROFESSIONAL
Stantec Consulting Services, Inc.
3133 W. Frye Road
Chandler, AZ 85226

By Its Authorized Representative:

Signature (Reviewed in accordance with the "Professional Services Agreement" Contract C22-0170, Dated 2/8/2022)

CHRIS ELLIOTT PE
Printed Name

Sr. Project Manager, Sr. Associate
Title

12/16/2025
Date

CM@RISK
Haydon Companies LLC
4640 E. Cotton Gin Loop
Phoenix, AZ 85040

By Its Authorized Representative:

Signature

Matt Carpenter
Printed Name

President

Title

12.15.2025

Date



EXHIBIT C
Cost of the Work

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

[See Attached](#)

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HAYDON COMPANIES, LLC
 4640 E. Cotton Gin Loop
 Phoenix, Arizona 85040
 Office: 602-296-1496 / Fax: 602-296-1457



City of Glendale
Bethany Home Storm Drain - Phase A (Package 3 & 3S) - 47th Ave 100% GMP
1B- CONSTRUCTION
100% Construction GMP

Date submitted:	11/19/2025
Estimate #:	22-049-17
10/23/25 100% GMP 1B (Partial Slurry + AB on Storm Drain)	

Item No.	Description	UM	Quantity	Unit Price	Total Price
PACKAGE 3 - 47th AVE					
	GENERAL ITEMS				
10	PUBLIC NOTIFICATION (ALLOWANCE)	MON	14	\$2,272.73	\$ 31,818.22
20	CONSTRUCTION SURVEY (ALLOWANCE)	MON	14	\$10,028.57	\$ 140,399.98
30	STREET SWEEPING (ALLOWANCE)	HR	1,232	\$135.00	\$ 166,320.00
40	CONSTRUCTION WATER (ALLOWANCE)	MON	14	\$3,686.43	\$ 51,610.02
50	OFF DUTY OFFICER (ALLOWANCE)	HR	2,464	\$102.31	\$ 252,091.84
60	TRAFFIC CONTROL	MON	14	\$23,042.22	\$ 322,591.08
70	FLAGGERS (ALLOWANCE)	HR	2,464	\$84.54	\$ 208,306.56
80	MOBILIZATION	LS	1	\$62,013.32	\$ 62,013.32
90	SWPPP (ALLOWANCE)	MON	14	\$4,189.45	\$ 58,652.30
100	PERMITS (ALLOWANCE)	AL	1	\$15,000.00	\$ 15,000.00
110	ONSITE OVERHEAD	MON	14	\$112,003.11	\$ 1,568,043.54
120	GENERAL EXPENSE	MON	14	\$16,818.73	\$ 235,462.22
130	QUALITY CONTROL (ALLOWANCE)	MON	14	\$10,505.96	\$ 147,083.44
130	POTHOLING (ALLOWANCE)	HR	1,376	\$289.32	\$ 398,104.32
140	MATERIAL & SUBCONTRACTOR ESCALATION (April 2025-September 2025)	LS	1	\$112,398.44	\$ 112,398.44
	SUBTOTAL GENERAL ITEMS			\$	3,769,895.28
	REMOVALS & ABANDONMENT				
150	REMOVE TREE, DIAMETER > 12 IN	EA	1	\$2,636.55	\$ 2,636.55
160	ABANDON, CAP, AND PLUG EXISTING STORM DRAIN PIPE	LF	453	\$198.43	\$ 89,888.79
170	ABANDON EXISTING STORM DRAIN STRUCTURE	EA	2	\$5,047.15	\$ 10,094.30
180	ABANDON EXISTING MANHOLE	EA	1	\$5,236.19	\$ 5,236.19
190	REMOVE PIPE, BACKFILL & COMPACT, D<30 IN	LF	99	\$53.48	\$ 5,294.52
200	REMOVE CATCH BASIN	EA	4	\$2,683.59	\$ 10,734.36
210	REMOVE HEADWALL	EA	2	\$2,808.20	\$ 5,616.40
220	REMOVE SANITARY SEWER MANHOLE	EA	1	\$15,221.38	\$ 15,221.38
230	REMOVE CONCRETE CURB & GUTTER	LF	381	\$27.13	\$ 10,336.53
240	REMOVE VALLEY GUTTER	SF	1,497	\$11.55	\$ 17,290.35
250	REMOVE CONCRETE SINGLE CURB	LF	5	\$191.82	\$ 959.10
260	REMOVE CONCRETE ROLL CURB	LF	85	\$32.14	\$ 2,731.90
270	REMOVE SIDEWALK	SF	1,734	\$9.86	\$ 17,097.24
280	REMOVE CONCRETE SLAB	SF	12	\$147.89	\$ 1,774.68
290	REMOVE SURVEY MARKER, BRASS CAP OR REBAR	EA	7	\$118.88	\$ 832.16
300	REMOVAL OF PAVEMENT	SY	5,997	\$16.85	\$ 101,049.45
310	RELOCATE SIGN	EA	4	\$1,000.00	\$ 4,000.00
320	REMOVE AND REPLACE EXISTING FENCING IN-KIND	LF	78	\$556.21	\$ 43,384.38
330	REMOVE FENCE POSTS	EA	2	\$507.86	\$ 1,015.72
340	REMOVE AND REINSTALL GATE	EA	1	\$2,389.17	\$ 2,389.17
350	REMOVE ASBESTOS CEMENT PIPE	LF	270	\$242.74	\$ 65,539.80
	SUBTOTAL REMOVALS & ABANDONMENT ITEMS			\$	413,122.97
	FLATWORK & PAVING ITEMS				
360	RESIDENTIAL SPEED CUSHION, COG STD G-350 & G-351	SF	528	\$52.27	\$ 27,598.56
370	ASPHALT PAVEMENT REPLACEMENT	SY	5,997	\$77.70	\$ 465,966.90
380	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 22	LF	381	\$61.69	\$ 23,503.89
390	ROLL CURB & GUTTER, TYPE C, MAG DET 220	LF	85	\$90.51	\$ 7,693.35

HAYDON COMPANIES, LLC
 4640 E. Cotton Gin Loop
 Phoenix, Arizona 85040
 Office: 602-296-1496 / Fax: 602-296-1457



City of Glendale
 Bethany Home Storm Drain - Phase A (Package 3 & 3S) - 47th Ave 100% GMP
 1B- CONSTRUCTION
 100% Construction GMP

Date submitted:	11/19/2025
Estimate #:	22-049-17
10/23/25 100% GMP 1B (Partial Slurry + AB on Storm Drain)	

Item No.	Description	UM	Quantity	Unit Price	Total Price
400	SINGLE CURB, TYPE A, MAG DET 222	LF	5	\$237.62	\$ 1,188.10
410	CONCRETE SIDEWALK, MAG DET 230	SF	1,734	\$14.45	\$ 25,056.30
420	CONCRETE MEDIAN PAVING, 4 IN THICK, MATCH EXISTING	SF	12	\$165.84	\$ 1,990.08
430	CONCRETE VALLEY GUTTER, MAG DET 240	SF	108	\$75.86	\$ 8,192.88
440	FINAL STRIPING	LS	1	\$25,503.35	\$ 25,503.35
SUBTOTAL FLATWORK & PAVING ITEMS					\$ 586,693.41
UNDERGROUND ITEMS					
450	TRIPLE CB, TYPE "Q", MOD FOR ROLL CURB	EA	1	\$16,976.42	\$ 16,976.42
460	TRIPLE CB, TYPE "Q" PER COP STD DTL P1572 DTL A	EA	7	\$18,853.54	\$ 131,974.78
470	CB COG G-330, TYPE M-1, L=17 FT	EA	7	\$16,306.98	\$ 114,148.86
480	CB COG G-330, TYPE M-1, L=17FT, MOD ROLL CURB	EA	2	\$16,371.97	\$ 32,743.94
490	CB COG G-330, TYPE M-1, L=10 FT	EA	1	\$15,689.87	\$ 15,689.87
500	CB COG G-331, TYPE M-2, L=17 FT	EA	1	\$23,110.35	\$ 23,110.35
510	INLET HEADWALL WITH TRASH RACK	EA	1	\$22,567.94	\$ 22,567.94
520	PERMANENT PIPE SUPPORT PER MAG STD DET 403	EA	9	\$14,085.27	\$ 126,767.43
530	15 IN RGRCP, CLASS 3	LF	484	\$378.97	\$ 183,421.48
540	30 IN RGRCP, CLASS 3	LF	248	\$651.12	\$ 161,477.76
550	36 IN RGRCP, CLASS 3	LF	785	\$376.08	\$ 295,222.80
560	48 IN RGRCP, CLASS 3	LF	1,376	\$513.99	\$ 707,250.24
570	54 IN RGRCP, CLASS 3	LF	2,393	\$522.15	\$ 1,249,504.95
580	SD MH, MAG DET 520 & 522	EA	8	\$14,761.02	\$ 118,088.16
590	SD MH, MAG DET 522 & COP 1560	EA	7	\$23,949.43	\$ 167,646.01
600	8 IN DUCTILE IRON PIPE WATERLINE WITH FITTINGS	LF	91	\$651.40	\$ 59,277.40
610	16 IN DUCTILE IRON PIPE WATERLINE WITH FITTINGS	LF	79	\$550.90	\$ 43,521.10
620	6 IN DUCTILE IRON PIPE WATERLINE WITH FITTINGS	LF	80	\$389.20	\$ 31,136.00
640	12 IN DUCTILE IRON PIPE WATERLINE WITH FITTINGS	LF	20	\$436.36	\$ 8,727.20
SUBTOTAL UNDERGROUND ITEMS					\$ 3,509,252.69
ADDITIONAL ITEMS					
650	SURVEY MARKER, TYPE B, MAG DET 120	EA	6	\$928.33	\$ 5,569.98
660	SURVEY MARKER, TYPE A, MAG DET 120	EA	1	\$1,615.00	\$ 1,615.00
670	LANDSCAPE/ IRRIGATION RESTORATION (ALLOWANCE)	LS	1	\$50,000.00	\$ 50,000.00
680	HAZARD MARKER PER MAG STD DET 141, TYPE 1	EA	5	\$841.27	\$ 4,206.35
690	SAFETY RAIL, HEIGHT 3 FT-6 IN MAG DET 145	LF	43	\$122.01	\$ 5,246.43
700	RADAR PRESENCE DETECTION SYSTEM (FOUR DETECTORS)	EA	1	\$53,475.30	\$ 53,475.30
SUBTOTAL ADDITIONAL ITEMS					\$ 120,113.06
PACKAGE 3S - MISSOURI AVE					
REMOVAL ITEMS					
710	REMOVE CONCRETE CURB & GUTTER	LF	27	\$43.99	\$ 1,187.73
720	REMOVE PIPE, BACKFILL & COMPACT, D<30 IN	LF	17	\$126.47	\$ 2,149.99
730	REMOVE SIDEWALK	SF	177	\$29.57	\$ 5,233.89
740	REMOVE CONCRETE SLAB	SF	553	\$7.42	\$ 4,103.26
750	REMOVE AND REPLACE EXISTING FENCING IN-KIND	LF	170	\$114.25	\$ 19,422.50
760	ADDITIONAL REMOVAL AND REPLACE (ALLOWANCE)	AL	1	\$71,076.01	\$ 71,076.01
770	REMOVAL OF PAVEMENT	SY	1,335	\$17.26	\$ 23,042.10
SUBTOTAL REMOVAL ITEMS					\$ 126,215.48

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City of Glendale
 Bethany Home Storm Drain - Phase A (Package 3 & 3S) - 47th Ave 100% GMP
 1B- CONSTRUCTION
 100% Construction GMP

Date submitted:	11/19/2025
Estimate #:	22-049-17
10/23/25 100% GMP 1B (Partial Slurry + AB on Storm Drain)	

Item No.	Description	UM	Quantity	Unit Price	Total Price
FLATWORK & PAVING ITEMS					
780	ASPHALT PAVEMENT REPLACEMENT	SY	1,335	\$81.00	\$ 108,135.00
790	REPLACE RESIDENTIAL SPEED CUSHION - G-350 & G-351	SF	470	\$29.36	\$ 13,799.20
800	FINAL STRIPING PACKAGE 3S	LS	1	\$6,091.20	\$ 6,091.20
810	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 22	LF	27	\$164.21	\$ 4,433.67
820	CONCRETE SIDEWALK, MAG DET 230	SF	177	\$22.52	\$ 3,986.04
830	LANDSCAPE/IRRIGATION RESTORATION (ALLOWANCE)	LS	1	\$20,000.00	\$ 20,000.00
840	RIPRAP, D50=9 IN	CY	35	\$308.20	\$ 10,787.00
850	SAFETY RAIL, HEIGHT 3 FT - 6 IN IN MAG DET 145	LF	25	\$98.00	\$ 2,450.00
SUBTOTAL FLATWORK & PAVING ITEMS					\$ 169,682.11
UNDERGROUND ITEMS					
860	HEADWALL, MAG DET 501-3, 66 IN PIPE	EA	1	\$15,274.06	\$ 15,274.06
870	PERMANENT PIPE SUPPORT, MAG STD DET 403	EA	2	\$9,749.42	\$ 19,498.84
880	SEWER CLEANOUT, MAG DET 441	EA	1	\$2,463.79	\$ 2,463.79
880	12 IN HDPE	LF	19	\$118.35	\$ 2,248.65
890	66 IN RGRCP, CLASS IV	LF	381	\$236.40	\$ 90,068.40
900	66 IN RGRCP, CLASS V	LF	1,608	\$454.82	\$ 731,350.56
910	STORM DRAIN MANHOLE, MAG DET 521 & COP 1560	EA	8	\$23,986.19	\$ 191,889.52
SUBTOTAL UNDERGROUND ITEMS					\$ 1,052,793.82
CONSTRUCTION TOTAL					\$ 9,747,768.82
A. Direct Cost Subtotal:					\$ 9,747,768.82
A. Total Direct Cost					\$ 9,747,768.82
GENERAL CONDITIONS (Corporate Overhead)			6.29%	\$	613,134.66
B. SUBTOTAL 1 (COST OF THE WORK)					\$ 10,360,903.48
CONSTRUCTION MANAGEMENT FEE (Profit)			3.71%	\$	384,389.52
C. SUBTOTAL 2					\$ 10,745,293.00
BONDS			1%	\$	107,452.93
INSURANCE			0.99%	\$	106,378.40
D. SUBTOTAL 3					\$ 10,959,124.33
SALES TAX			5.98%	\$	655,355.63
					\$ -
E. SUBTOTAL GMP 1					\$ 11,614,479.96
CONSTRUCTION CONTINGENCY (ALLOWANCE)				\$	495,000.00
					\$ -
TOTAL OF PHASE A (PACKAGES 3 & 3S) - 100% GMP 1B CONSTRUCTION					\$ 12,109,479.96
ADD ALTERNATE ITEMS					
1000	15 IN RGRCP, CLASS 3- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$136.81	\$ -
1010	30 IN RGRCP, CLASS 3- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$168.31	\$ -
1020	36 IN RGRCP, CLASS 3- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$178.30	\$ -
1030	48 IN RGRCP, CLASS 3- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$194.85	\$ -
1040	54 IN RGRCP, CLASS 3- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$199.78	\$ -

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City of Glendale
Bethany Home Storm Drain - Phase A (Package 3 & 3S) - 47th Ave 100% GMP
1B- CONSTRUCTION
100% Construction GMP

Date submitted:	11/19/2025
Estimate #:	22-049-17
10/23/25 100% GMP 1B (Partial Slurry + AB on Storm Drain)	

Item No.	Description	UM	Quantity	Unit Price	Total Price
1050	66 IN RGRCP, CLASS V- FULL 1/2 SACK SLURRY BACKFILL ADD-ON	LF	0	\$271.71	\$ -
1060	15 IN RGRCP, CLASS 3- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$49.86	\$ -
1070	30 IN RGRCP, CLASS 3- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$77.75	\$ -
1080	36 IN RGRCP, CLASS 3- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$75.64	\$ -
1090	48 IN RGRCP, CLASS 3- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$121.98	\$ -
1100	54 IN RGRCP, CLASS 3- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$145.30	\$ -
1110	66 IN RGRCP, CLASS IV- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$224.87	\$ -
1120	66 IN RGRCP, CLASS V- RGRCP MATERIAL ONLY PRICE PER FOOT	LF	0	\$306.97	\$ -

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

(1 page - To be Incorporated by Amendment)

[See Attached](#)

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EXHIBIT E - LIST OF FINAL PLANS AND SPECIFICATIONS

- 100% Bethany Home Road Drainage Improvements Phase A - Work Package 3 – 47th Avenue Alignment (Sheets 1-29)
 - Prepared by Stantec Consulting Services Inc.
 - 100% Submittal
 - Submittal date 7/15/2023
- 100% Bethany Home Road Drainage Improvements Phase A – Work Package 3 (3S) – 47th Avenue Alignment (Sheets 1-14)
 - Prepared by Stantec
 - 100% Submittal
 - Submittal date 1/23/2025
- Design Memo Work Package #3
 - Prepared by Stantec Consulting Services, Inc.
 - Dated July 14, 2023
- Bethany Home Road Drainage Improvements Work Package #3 – 100% Technical Specifications Special Provisions
 - Prepared by Stantec Consulting Services Inc.
 - 100% Submittal
 - Dated July 14, 2023
- Bethany Home Road Drainage Improvements Work Package #3 (3S)– 100% Technical Specifications Special Provisions
 - Prepared by Stantec Consulting Services Inc.
 - 100% Submittal
 - Dated January 23, 2025

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

(2 pages - To be Incorporated by Amendment)

[See Attached](#)

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GMP CLARIFICATIONS, INCLUSIONS and EXCLUSIONS

CITY of GLENDALE

CONSTRUCTION MANAGER AT RISK for Bethany Home Road Storm Drain Improvements Phase A - 47th Avenue Alignment

Project No. 202105

HAYDON BUILDING CORP. PROJECT NUMBER: 01-0053

NUMBER	<u>CLARIFICATIONS, INCLUSIONS and EXCLUSIONS</u>
1.	The 100% costs for GMP 1B Phase A is developed based on plans and specifications listed in Exhibit E.
2.	The Bid Item Numbers and Descriptions in the Attachment (<i>GMP proposal</i>) shall serve to assist in the Clarification of a Bid Item Scope of work.
3.	The City of Glendale and MAG specifications and standards were used per plans.
4.	Project duration is assumed to be fourteen (14) months.
5.	Work Hours – This GMP 1B is based on an 8-hour work shift Monday through Friday. Night and weekend work shall be for restrictive activities as agreed upon with the City of Glendale or as required to fulfill off-peak activities as coordinated with and agreed to by the City of Glendale
6.	This GMP assumes that existing City of Glendale and 3 rd party owned utilities that are in conflict with the new storm drain system will be relocated by others prior to construction start.
7.	Item 120 - General Expense includes – Security, phones, job trailers, containers, bathrooms, fencing, dumpster, safety supplies, small tools and yard rental
8.	Pricing is based on a construction start notice to proceed (NTP) in January 2026. If NTP is beyond 1/31/2026 pricing shall be subject to review and revision to account for current market conditions for labor, equipment, materials, etc
9.	Utility encasements are only included for those called out in the plans.
10.	Traffic signal loops at Bethany Home will be replaced with radar detection cameras.
11.	Asphalt pavement replacement limits are for trench line only. Due to the existing roadway's poor conditions, Haydon anticipates that further replacement will be necessary and plans to utilize project contingency funds to cover additional scope costs.
12.	Storm Drain trenches will be slurry backfilled to springline with ½ sack slurry, then ABC backfill to subgrade.
13.	Utilities called out in the plans for abandonment will be grout-filled.
14.	Construction Contingency is set up as a joint account for the contractor and owner. During cost modeling and GMP development, this item will be used to account for scope growth, material escalation, plan development, and construction contingency. This is an Allowance, cost here are subject to mark-up's, bond, insurance, etc.
15.	Construction sequencing is assumed to start from the drainage outlet on the project's south end and work to the north. On 47 th Ave. and Missouri Ave, it is assumed that traffic can be reduced to a one-way street during construction. At Bethany Home, multiple phases will take place maintaining traffic one lane in each direction. Off-duty police officers and flaggers will be utilized to maintain traffic during construction.

16.	Item 10 -Public notification and related items are set up as an allowance for public meetings, notifications, newsletters, or any portion of required public awareness stemming from this construction project.
17.	Item 100 Permit allowance – ADEQ, work permits, ROW, ADOT, etc.
18.	Items 670 & 820 Landscaping allowance - covers the restoration of disturbed areas. It does not include meters or meter fees.
19.	This GMP is assumed to be completed independently of other phases or packages.
20.	Survey and Quality Control are included for each line item.
21.	Item 700 RADAR PRESENCE DETECTION SYSTEM (ALLOWANCE): is an allowance based on the best available information. Price may change depending on conduit availability.
22.	750 Additional Remove and Replace allowance: covers any additional curb & gutter, sidewalk, etc. that is not included in the plans or that may be damaged during construction and requires replacement.

EXHIBIT G
Schedule of Major Milestones

(2 pages - To be Incorporated by Amendment)

[See Attached](#)

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GLENDALE - BH SD - PHASE A (DRAFT)

H

HAYDON

Activity ID	Activity Name	Original Duration	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
GLENDALE - BH SD - PHASE A (DRAFT)		329	06-Jan-26	11-Apr-27																						
PRE-CONSTRUCTION		461	06-Jan-26	11-Apr-27																						
PHASE A - MISSOURI & 47TH AVE		461	06-Jan-26	11-Apr-27																						
GMP 1A - MATERIAL PROCUREMENT		461	06-Jan-26	11-Apr-27																						
MILESTONES		461	06-Jan-26	11-Apr-27																						
CAPP	GMP 1A Council Approval	0	06-Jan-26*	06-Jan-26																						
NTP	Notice to Proceed	0	08-Jan-26	08-Jan-26																						
MOBE	Mobilization	15	08-Jan-26	22-Jan-26																						
SUBST	Substantial Completion	0	12-Mar-27	12-Mar-27																						
FINAL	Final Completion	0	11-Apr-27	11-Apr-27																						
SUBMITTAL DEVELOPMENT		7	08-Jan-26	14-Jan-26																						
SD1000	Storm Drain Piping	7	08-Jan-26	14-Jan-26																						
SD1010	Storm Drain Manholes	7	08-Jan-26	14-Jan-26																						
SD1020	Waterline Materials	7	08-Jan-26	14-Jan-26																						
SUBMITTAL REVIEW & APPROVAL		7	15-Jan-26	21-Jan-26																						
SR&A1000	Storm Drain Piping	7	15-Jan-26	21-Jan-26																						
SR&A1010	Storm Drain Manholes	7	15-Jan-26	21-Jan-26																						
SR&A1020	Waterline Materials	7	15-Jan-26	21-Jan-26																						
MATERIAL PROCUREMENT		15	22-Jan-26	05-Feb-26																						
MP1000	Storm Drain Piping	15	22-Jan-26	05-Feb-26																						
MP1010	Storm Drain Manholes	15	22-Jan-26	05-Feb-26																						
MP1020	Waterline Materials	15	22-Jan-26	05-Feb-26																						
CONSTRUCTION		295	26-Jan-26	12-Mar-27																						
PHASE A - MISSOURI & 47TH AVE		295	26-Jan-26	12-Mar-27																						
MISSOURI AVENUE		56	26-Jan-26	13-Apr-26																						
REMOVALS		10	26-Jan-26	06-Feb-26																						
REMA1000	Remove Concrete Curb & Gutter - 27 LF	1	26-Jan-26	26-Jan-26																						
REMA1010	Remove Sidewalk - 177 SF	1	27-Jan-26	27-Jan-26																						
REMA1020	Remove Concrete Slab - 553 SF	1	28-Jan-26	28-Jan-26																						
REMA1050	Remove Existing Fencing	2	29-Jan-26	30-Jan-26																						
REMA1030	Remove Asphalt Pavement - 1,335 SY	4	02-Feb-26	05-Feb-26																						
REMA1040	Remove Pipe, Backfill & Compact - 17 LF	1	06-Feb-26	06-Feb-26																						
UTILITY INSTALLATION		34	09-Feb-26	26-Mar-26																						
UTLMA1000	DLB 66" RGRCP, Class IV Storm Drain - 381 LF	5	09-Feb-26	13-Feb-26																						
UTLMA1010	DLB 66" RGRCP, Class V Storm Drain - 1,608 LF	28	16-Feb-26	25-Mar-26																						
UTLMA1040	FPS Storm Drain Headwall, MAG 501-3 - 1 EA	6	16-Feb-26	23-Feb-26																						
UTLMA1020	Install Storm Drain Manhole, MAG Det 521 & COP 1560 - 8	20	23-Feb-26	20-Mar-26																						
UTLMA1050	Install Riprap, D50=9" - 35 CY	2	24-Feb-26	25-Feb-26																						
UTLMA1030	DLB 12" HDPE Storm Drain - 19 LF	1	26-Mar-26	26-Mar-26																						
ROADWAY IMPROVEMENTS		13	26-Mar-26	13-Apr-26																						
RWMA1000	FPS Curb & Gutter, MAG Det 220, Type A - 27 LF	2	26-Mar-26	27-Mar-26																						
RWMA1010	FPS Concrete Sidewalk, MAG 230 - 177 SF	2	27-Mar-26	30-Mar-26																						
RWMA1020	Install AC Pavement - 1,335 SY	10	31-Mar-26	13-Apr-26																						
RWMA1050	Install Fencing	5	31-Mar-26	06-Apr-26																						
RWMA1030	Install Residential Speed Cushion, G-350 & 351 - 2 EA	1	10-Apr-26	10-Apr-26																						
RWMA1040	Install Final Striping	1	13-Apr-26	13-Apr-26																						
47th AVENUE		239	14-Apr-26	12-Mar-27																						
REMOVALS & ABANDONMENT		33	14-Apr-26	28-May-26																						
REM47TH100	Remove Existing Fencing - 78 LF	3	14-Apr-26	16-Apr-26																						

GLENDALE - BH SD - PHASE A (DRAFT)

HAYDON

Activity ID	Activity Name	Original Duration	Start	Finish	2026												2027											
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
REM47TH101	Remove Concrete Curb & Gutter - 471 LF	3	17-Apr-26	21-Apr-26																								
REM47TH102	Remove Concrete Sidewalk - 1,734 SF	3	22-Apr-26	24-Apr-26																								
REM47TH103	Remove AC Pavement - 5,997 SY	6	27-Apr-26	04-May-26																								
REM47TH11C	Remove Valley Gutter - 1,497 SF	3	27-Apr-26	29-Apr-26																								
REM47TH104	Remove Pipe, Backfill, & Compact - 99 LF	1	05-May-26	05-May-26																								
REM47TH105	Remove Catch Basins - 4 EA	2	06-May-26	07-May-26																								
REM47TH106	Remove Headwall - 2 EA	1	08-May-26	08-May-26																								
REM47TH107	Remove Sanitary Sewer Manhole - 1 EA	2	11-May-26	12-May-26																								
REM47TH108	Remove Asbestos Concrete Pipe - 230 LF	11	13-May-26	27-May-26																								
REM47TH109	Abandon, Cap, & Plug Existing Storm Drain Piping - 10 EA	12	13-May-26	28-May-26																								
UTILITY INSTALLATION		214	06-May-26	01-Mar-27																								
UTL47TH1000	DLB 54" RGRCP, Class III Storm Drain - 2,393 LF	87	06-May-26	03-Sep-26																								
UTL47TH1170	16" DIP Waterline - 79 LF	3	07-May-26	11-May-26																								
UTL47TH1030	DLB 30" RGRCP, Class III Storm Drain - 248 LF	6	20-May-26	27-May-26																								
UTL47TH1140	6" DIP Waterline - 80 LF	4	22-May-26	27-May-26																								
UTL47TH1160	12" DIP Waterline - 20 LF	1	27-May-26	27-May-26																								
UTL47TH1150	8" DIP Waterline - 91 LF	5	03-Jun-26	09-Jun-26																								
UTL47TH1010	DLB 48" RGRCP, Class III Storm Drain - 1,376 LF	50	04-Sep-26	12-Nov-26																								
UTL47TH1050	Install Storm Drain Manhole, MAG 520 & 522 - 8 EA	26	18-Sep-26	23-Oct-26																								
UTL47TH1060	Install Storm Drain Manhole, MAG 522 & COP 1560 - 7 EA	27	25-Sep-26	02-Nov-26																								
UTL47TH1020	DLB 36" RGRCP, Class III Storm Drain - 785 LF	15	13-Nov-26	03-Dec-26																								
UTL47TH1040	DLB 15" RGRCP, Class III Storm Drain - 484 LF	18	04-Dec-26	29-Dec-26																								
UTL47TH1130	Inlet Headwall with Trashrack - 1 EA	6	04-Dec-26	11-Dec-26																								
UTL47TH1070	FPS Triple CB, Type "Q", Mod for Roll Curb - 1 EA	3	30-Dec-26	01-Jan-27																								
UTL47TH1080	FPS Triple CB, Type "Q", Per COP Std Dtl P1572 Dtl A - 7 EA	21	04-Jan-27	01-Feb-27																								
UTL47TH1090	FPS Catch Basin, COG G-300, Type M-1, L=17' - 7 EA	20	02-Feb-27	01-Mar-27																								
UTL47TH1100	FPS Catch Basin, COG G-300, Type M-1, L=17', Mod Roll C	6	09-Feb-27	16-Feb-27																								
UTL47TH1110	FPS Catch Basin, COG G-300, Type M-1, L=10' - 1 EA	3	11-Feb-27	15-Feb-27																								
UTL47TH1120	FPS Catch Basin, COG G-300, Type M-2, L=17' - 1 EA	4	16-Feb-27	19-Feb-27																								
ROADWAY IMPROVEMENTS		53	30-Dec-26	12-Mar-27																								
RW47TH1000	FPS Curb & Gutter, MAG Det 220, Type A - 381 LF	6	30-Dec-26	06-Jan-27																								
RW47TH1010	FPS Roll Curb & Gutter, MAG Det 220, Type C - 85 LF	2	06-Jan-27	07-Jan-27																								
RW47TH1020	FPS Concrete Sidewalk, MAG 230 - 1,734 SF	6	07-Jan-27	14-Jan-27																								
RW47TH1030	FPS Single Curb, MAG Det 222, Type A - 5 LF	1	08-Jan-27	08-Jan-27																								
RW47TH1040	FPS Valley Gutter, MAG Det 240 - 108 SF	2	11-Jan-27	12-Jan-27																								
RW47TH1050	FPS Median Paving, 4" Thick - 12 SF	1	13-Jan-27	13-Jan-27																								
RW47TH1060	Install AC Pavement - 5,997 SY	39	15-Jan-27	10-Mar-27																								
RW47TH1070	Install Fencing	5	29-Jan-27	04-Feb-27																								
RW47TH1080	Install Residential Speed Cushion, G-350 & 351 - 4 EA	2	09-Mar-27	10-Mar-27																								
RW47TH1090	Install Final Striping	2	11-Mar-27	12-Mar-27																								

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.