

Project Name: THUNDERBIRD RESERVIOR UPGRADES - GMP1A
Project No.: 212233.1
Amendment No: 001
Date:

This Amendment to that certain Standard Form Agreement dated September 26, 2023 by and between the City of Glendale and MGC Contractors, Inc., (CM@Risk) for services, deliverables and work related to Project No. 212233.1, Project Name: Thunderbird Reservoir Upgrades - GMP1A, (the "Agreement") is made and entered into effective this 9th day of April, 2024.

1. This Amendment #001 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 Fifty-Six Thousand, Five Hundred Ninety and 94/100 Dollars (\$56,590.94). This amendment for GMP1A is part of a multi-phase agreement for the Thunderbird Reservoir Upgrades Project.
 - b. The Guaranteed Maximum Price ("GMP") for Construction Services, as defined under the Agreement, shall be Seven Hundred Sixty-Nine Thousand, Thirty-Four and 14/100 Dollars (\$769,034.14). This amendment for GMP1A is part of a multi-phase agreement for the Thunderbird Reservoir Upgrades Project.
 - c. The total compensation under the Agreement, as amended by this Amendment, shall be:

	Pre-Construction Phase	Construction Phase	Total
Original Agreement:	\$75,582.00	\$5,878,219.61	\$5,953,801.61
Previous Amendments:	\$	\$	\$
This Amendment:	\$	\$769,034.14	\$769,034.14
Total (including this Amendment):	\$75,582.00	\$6,647,253.75	\$6,722,835.75

2. DELETE the blank template "Exhibit C – Cost of the Work – Schedule of Values" from the Agreement, and ADD "Exhibit C – MGC Contractors, Inc., Cost of the Work – Schedule of Values" dated 26 January 2024 (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 26 January 2024 (30 Pages), attached herein.
4. ADD "Exhibit F - Statement of All Clarifications and Assumptions" dated 26 January 2024 (1 Pages), attached herein.
5. ADD "Exhibit G – Schedule of Major Milestones" dated 26 January 2024 (1 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

CM@RISK
MGC Contractors, Inc.
4110 E. Elwood St.
Phoenix, AZ 85040

By: Its Authorized Representative:

By Its Authorized Representative:

Bryan Forster

8339336D94C64GD...

Signature

Signature

Printed Name

Printed Name

Title

Title

3/25/2024

Date

Date

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

DESIGN PROFESSIONAL
Wilson Engineers, LLC
1620 W. Fountainhead Pkwy
Tempe, AZ 85282

By Its Authorized Representative:

Stephen Todd

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")

Stephen Todd

Printed Name

Principal

Title

March 21, 2024

Date

EXHIBIT C
Cost of the Work

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

See Attached

GUARANTEED MAXIMUM PRICE (ADJUSTMENT TO GMP 1)

Project Number: 212233.1		Date: 1/26/2024	
Project Title: Thunderbird Reservoir Upgrades - Guaranteed Maximum Price Adjustment			
CONSTRUCTION SERVICES			AMOUNT
DIRECT COSTS			
1	Cost of Construction - Thunderbird Reservoir Upgrades GMP 1A		\$ 538,961.29
SUBTOTAL DIRECT COSTS			\$ 538,961.29
INDIRECT COSTS			CALCULATED RATE:
A.	General Conditions (Excluding Bonds and Insurance)		0.00% \$ -
B.	Payment and Performance Bonds		1.00% \$ 7,690.34
C.	Insurance		2.00% \$ 15,380.68
	D.	SUBTOTAL GENERAL CONDITIONS COSTS \$ 23,071.02	
	E.	SUBTOTAL DIRECT AND INDIRECT COSTS \$ 562,032.31	
F.	Construction Fee (Overhead & Profit) (on Cost of Construction only)		10.50% \$ 56,590.94
	G.	SUBTOTAL DIRECT AND INDIRECT COSTS (INCLUDING FEE) \$ 618,623.25	
H.	Sales Tax		\$ 30,410.89
	I. Direct & Indirect Cost Plus Sales Tax		\$ 649,034.14
	J. Allowances		\$ 120,000.00
	L. Total GMP Amount		\$ 769,034.14

Thunderbird Reservoir Upgrades GMP 1A

Cost of Construction

Adjustment #	Adjustment Name / Description	Qty	Unit	Unit Cost	Total	Labor	Total	Materials	T
10	10 - ED-06 PURLIN AND GIRDER SUPPORTS	1	LS	\$ 59,179.71	\$ 59,179.71	\$ 26,232.33	\$ 15,252.78	\$ 15,252.78	\$ 15,252.78
10.1	Girder Support Materials per ED-06	1	Lot	\$ 15,252.78	\$ 15,252.78	\$ -	\$ -	\$ -	\$ 15,252.78
10.2	Deduct for Previous Supports	9	Each	\$ (697.43)	\$ (6,276.90)	\$ -	\$ -	\$ -	\$ -
10.3	Furnish New Supports per ED-06	16	Day	\$ 1,385.34	\$ 22,165.50	\$ -	\$ -	\$ -	\$ -
10.4	Cut Batten Slip and Anchors	1	Each	\$ 105.93	\$ 105.93	\$ -	\$ 99.93	\$ -	\$ -
10.5	Replace Purlin Support Brackets per ED-06	7	Each	\$ 1,330.11	\$ 9,310.80	\$ -	\$ 8,710.80	\$ -	\$ -
10.6	Install Girder Support Brackets per ED-06	9	Each	\$ 2,069.07	\$ 18,621.60	\$ -	\$ 17,421.60	\$ -	\$ -
12	12 - ROOF HATCHES AND SUPPORTS	1	LS	\$ 64,544.00	\$ 64,544.00	\$ -	\$ -	\$ -	\$ -
12.1	Furnish and Install Roof Hatches	4	Each	\$ 13,386.00	\$ 53,544.00	\$ -	\$ -	\$ -	\$ -
12.2	Welding of Support Beams and Purlins	4	Hatches	\$ 2,750.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -
13	13 - SECURITY CAMERA	1	LS	\$ 5,475.00	\$ 5,475.00	\$ -	\$ -	\$ -	\$ -
13.1	Remove and Reinstall Existing Camera	2	Each	\$ 2,737.50	\$ 5,475.00	\$ -	\$ -	\$ -	\$ -
14	14 - ED-04 INTRUSION ALARMS	1	LS	\$ 55,376.00	\$ 55,376.00	\$ -	\$ -	\$ -	\$ -
14.1	Conduit, Intrusion Switches and J-Box Installations	1	Lot	\$ 50,246.00	\$ 50,246.00	\$ -	\$ -	\$ -	\$ -
14.2	Wiring and Terminations	1	Lot	\$ 5,130.00	\$ 5,130.00	\$ -	\$ -	\$ -	\$ -
16	16 - ADDITIONAL 316SS BENT PLATE	1	LS	\$ 36,053.72	\$ 36,053.72	\$ 6,582.72	\$ 27,345.00	\$ 2,126.00	\$ 2,126.00
16.1	316SS Flashing Bent Plate Fabrication	360	Lf	\$ 69.86	\$ 25,150.00	\$ -	\$ -	\$ -	\$ 25,150.00
16.2	Wedge Anchors for Bent Plate Installation	1	Lot	\$ 2,195.00	\$ 2,195.00	\$ -	\$ -	\$ -	\$ 2,195.00
16.3	GPR for 360' of Concrete Wall	360	Lf	\$ 3.77	\$ 1,358.00	\$ -	\$ -	\$ -	\$ 1,358.00
16.4	Installation of 316SS Bent Plate	360	Lf	\$ 20.42	\$ 7,350.72	\$ 6,582.72	\$ -	\$ -	\$ 728.00
18	18 - RELOCATE RESERVOIR WALL CONDUITS (T&M)	1	LS	\$ 21,427.00	\$ 21,427.00	\$ -	\$ -	\$ -	\$ -
18.1	Relocate Existing Reservoir Wall Conduits (T&M)	1	Lot	\$ 21,427.00	\$ 21,427.00	\$ -	\$ -	\$ -	\$ -
21	21 - NEW LEVEL INDICATING TRANSMITTER, WALKWAY AND PLATFORM	1	LS	\$ 65,971.16	\$ 65,971.16	\$ 1,773.36	\$ 59,147.80	\$ 5,050.00	\$ 5,050.00
21.1	Furnish & Install New Walkway and Platform	118	Lf	\$ 190.61	\$ 22,492.28	\$ -	\$ -	\$ -	\$ 22,492.28
21.2	Additional Support Brackets	6	Ea	\$ 2,518.67	\$ 15,112.00	\$ -	\$ -	\$ -	\$ 15,112.00
21.3	Furnish & Install Intrusion/LIT Conduit & J-Box	1	Lot	\$ 25,217.00	\$ 25,217.00	\$ -	\$ -	\$ -	\$ 25,217.00
21.4	Furnish & Install Wire and Terminations	1	Lot	\$ 998.60	\$ 998.60	\$ -	\$ -	\$ -	\$ 998.60
21.5	Additional Labor and Equipment for Support Fitment	1	Ea	\$ 1,389.20	\$ 1,389.20	\$ 1,182.24	\$ -	\$ -	\$ 206.96
21.6	Additional Labor and Equipment for Welding Support	1	Ea	\$ 762.08	\$ 762.08	\$ 591.12	\$ -	\$ -	\$ 170.96
23	23 - ADDED HATCH AND VENT SUPPORTS	1	LS	\$ 77,541.60	\$ 77,541.60	\$ 18,643.20	\$ 58,898.40	\$ 1,000.00	\$ 1,000.00
23.1	Additional Support Steel	27	Locations	\$ 133.42	\$ 3,602.40	\$ -	\$ -	\$ -	\$ 3,602.40
23.2	Welding of Support Steel to Purlins	27	Locations	\$ 1,703.70	\$ 46,000.00	\$ -	\$ -	\$ -	\$ 46,000.00
23.3	Additional Labor and Equipment for Welding Supports	27	Locations	\$ 1,034.79	\$ 27,939.20	\$ 18,643.20	\$ -	\$ -	\$ 9,296.00
25	25 - ED-10 INSPECTION FINDINGS	1	LS	\$ 153,393.10	\$ 153,393.10	\$ 17,297.28	\$ 136,095.82	\$ 0.00	\$ 0.00
25.1	Welding (3 ea) Support Plates	3	Ea	\$ 1,700.00	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100.00
25.2	Coating of (23 ea) Purlins and (3 ea) Plates	26	Ea	\$ 4,673.59	\$ 121,513.30	\$ -	\$ -	\$ -	\$ 121,513.30
25.3	Purchase of Nuts/Bolts and Accessories	1	Lot	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
25.4	Wire Wheel & Clean Bolts per ED-10	7	Ea	\$ 516.80	\$ 3,617.60	\$ 2,885.76	\$ -	\$ -	\$ 731.84
25.5	Bracing of Purlins / Weld Assistance for Plates	3	Ea	\$ 753.67	\$ 2,261.00	\$ 1,803.60	\$ -	\$ -	\$ 457.40
25.6	Replace Missing Bolts and Nuts	49	Locations	\$ 144.23	\$ 7,067.20	\$ 5,603.52	\$ -	\$ -	\$ 1,463.68
25.7	Assit Coating Sub with Manlifts	26	Locations	\$ 339.77	\$ 8,834.00	\$ 7,004.40	\$ -	\$ -	\$ 1,829.60
				\$ 538,961.29	\$ 70,528.89	\$ 52,400.00	\$ 13,099.00	\$ 9,720.00	\$ 9,720.00
				Total Cost	\$ 538,961.29	\$ 70,528.89	\$ 52,400.00	\$ 13,099.00	\$ 9,720.00
				Percentage of Direct Cost	13.09%	13.09%	9.72%	9.72%	9.72%

City of Glendale - Thunderbird Reservoir Upgrades GMP 1A

Subcontractor and Supplier Breakdown

Description	Qty	Unit	Unit \$	Total \$	Labor	Materials	Equip.	Rent Equip	Subcontract	Supplies	Fees/Supplies
Subcontractor and Supplier Breakdown				\$ 439,638.03		\$ 70,136.83			\$ 369,501.18		
Copper Plate											
10.1 - 5/8" Nuts and Bolts	1	LS	\$ 7,815.27	\$ 7,815.27		\$ 10,010.27					
16.2 - 316SS Wedge Anchors	1	LS	\$ 2,195.00	\$ 2,195.00		\$ 7,815.27					
CrossPoint Testing and Inspection Services, LLC											
16.4 - GPR of Reservoir Wall	360	LF	\$ 3.77	\$ 1,358.00					\$ 1,358.00		
Enterprise Security, Inc.											
14.2 - Wire & Terminate Roof Hatch Intrusion Alarms	4	EA	\$ 1,282.50	\$ 5,130.00					\$ 6,128.60		
21.4 - Wire & Terminate LIT Hatch Intrusion Alarm	1	EA	\$ 998.60	\$ 998.60					\$ 5,130.00		
Industrial Metal Supply Co.											
23.1 - 4"x4" Galvanized Steel Angle	200	LF	\$ 14.72	\$ 2,944.00		\$ 3,602.40					
23.1 - 6"x6" Galvanized Steel C-Channel	40	LF	\$ 16.46	\$ 658.40		\$ 2,944.00					
SH Engineering & Manufacturing, LLC											
16.1 - Fabricated 316SS Bent Plates	360	LF	\$ 69.86	\$ 25,150.00		\$ 25,150.00					
Sonoran											
10.2 - Duct for Original Brackets	9	EA	\$ (697.43)	\$ (6,276.90)					\$ 121,513.30		
10.3 - Revised Support Brackets	46	EA	\$ 481.86	\$ 22,165.50		\$ (6,276.90)					
21.2 - LIT Structural Supports	1	Set	\$ 15,112.00	\$ 15,112.00		\$ 22,165.50					
25.2 - ED-09 Coating of Girders and Repaired Connections	26	EA	\$ 4,673.59	\$ 121,513.30		\$ 15,112.00			\$ 121,513.30		
Swain Electric, Inc.											
13.1 - Remove & Re-Install Existing Camera	2	EA	\$ 2,737.50	\$ 5,475.00					\$ 102,365.00		
14.1 - Intrusion Alarm GRC Conduit, Boxes, & 316SS Strut	1	LS	\$ 50,246.00	\$ 50,246.00					\$ 5,475.00		
18.1 - Lower/Realign Existing Wall Conduits	1	LS	\$ 21,427.00	\$ 21,427.00					\$ 50,246.00		
21.3 - F&I LIT, GRC Conduit, Boxes, & 316SS Strut	1	Set	\$ 25,217.00	\$ 25,217.00					\$ 21,427.00		
TriStar Industrial											
10.1 - Teflon Washers	200	EA	\$ 1.87	\$ 373.58		\$ 373.58					
Western Building Group LLC											
12.1 F&I Roof Hatches	4	EA	\$ 13,386.00	\$ 53,544.00					\$ 76,036.28		
21.1 F&I LIT Walkway & Platform	118	LF	\$ 190.61	\$ 22,492.28					\$ 53,544.00		
Woodys Metal Craft LLC											
12.2 - Added Welding at Structural Openings	27	Set	\$ 407.41	\$ 11,000.00					\$ 22,492.28		
23.2 - Added Structural Angle Bars	27	Set	\$ 1,703.70	\$ 46,000.00					\$ 62,100.00		
25.1 - Added Weld Plates per ED-09	3	EA	\$ 1,700.00	\$ 5,100.00					\$ 11,000.00		
									\$ 46,000.00		
									\$ 5,100.00		

Thunderbird Reservoir Upgrades GMP 1A

Allowance Breakdown

No.	Description	Quantity	Unit	Total Allowance
1	Owner's Scope Change Allowance	1	LS	\$ 100,000.00
2	Additional Roof Walkway Access Stairs/Ladders	1	LS	\$ 20,000.00
B. TOTAL GMP ALLOWANCE				\$ 120,000.00

Thunderbird Reservoir Upgrades GMP 1A Taxable and Non-Taxable Items

	Description	212233.1	Unit	Total Allowance
	Direct & Indirect Total Job Cost	1	LS	\$ 538,961.29
	Material List:			
	None.			
TOTAL GMP TAXABLE ITEMS				\$ 538,961.29
TOTAL GMP NON-TAXABLE ITEMS				\$ -
Sales Tax Total				\$ 30,410.89

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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

(30 pages - To be Incorporated by Amendment)

See Attached



SCOPE OF WORK





March 13, 2024

City of Glendale
Water Services Department
Glendale, AZ 85308

Attn: Mr. James Hannasch

Re: 212233.1 – Thunderbird Reservoir Upgrades Project – GMP 1A – Rev 00

Dear James:

In accordance with the information provided, we are pleased to offer a cost proposal for the additional scope of work listed below at the City of Glendale Thunderbird Reservoir site. The total price is (\$769,034.14) Seven Hundred Sixty-Nine Thousand Thirty-Four Dollars and Fourteen cents.

A further breakdown of the proposal and quotations are attached. We have included all applicable sales tax, bonds, and insurance.

Reservoir	Location	Design Engineer
Thunderbird	23098 N. 64 th Avenue, Glendale, AZ 85310	Wilson Engineers

1. **Location:** 23098 N. 64th Avenue, Glendale, AZ 85310
2. **Size:** Less than 1 acre being disturbed
3. **Type of Job:** Thunderbird Reservoir Roof Replacements and Upgrades.
4. **Usage:** Potable Water Storage
5. **Work to be completed during GMP 1A per scope of work changes:**
 - This GMP includes multiple additional scope items that have arisen during GMP 1 construction activities by MGC Contractors and thorough reservoir inspections by Wilson Engineers. These items have been tracked via adjustment numbers. Each adjustment is a newly found condition that needs to be addressed while the reservoir is offline. These unforeseen conditions have added additional scope to the original GMP 1 and are being addressed in GMP 1A as an amendment. If an Engineering Directive (ED) was issued for the additional work, it has been included for reference under 'Tab 11 – Project Plans'.
 - See 'Tab 9 – Adjustment Details' for more information on scope.
 - Adjustment 10 – ED-06 Girder Support Brackets.
 - Per ED-06 from Wilson Engineers, we have included costs associated with fabricating and installing (16 each) purlin and girder supports.
 - Adjustment 12 – Roof Hatches and Supports.
 - Includes the purchase cost of the (3 Each) 4'x4' hatches and (1 Each) 8'x8' hatch. Also included is the welding of the support beams to the purlins.
 - Adjustment 13 – Security Camera
 - Includes the removal and re-installation of the existing camera located on the South-East corner of the Thunderbird Reservoir.
 - Adjustment 14 – ED-04 Intrusion Alarms.
 - Per Wilson Engineers ED-04 we have included costs for furnishing and installing intrusion alarms and associated conduits, j-boxes, and wiring at all (4 each)



- hatches.
- Adjustment 14 does not include the (1 each) intrusion alarm in ED-09. Those costs are provided in Adjustment 21.
 - Adjustment 16 – Additional 316SS Bent Plate.
 - Includes the fabrication and installation of 360 lineal feet of 316SS bent plate on the north-east side of the reservoir.
 - Adjustment 18 – Relocate Reservoir Wall Conduits.
 - Includes the lowering ‘relocation’ of the existing power and control conduits that run along the outside of the Thunderbird Reservoir CMU wall. These conduits need to be relocated because they conflict with the new reservoir roofing system.
 - Due to the unknown usable existing materials involved with the relocation of the existing reservoir conduits, Swain will perform this work on a time-and-materials basis.
 - Adjustment 21 – New Level Indicating Transmitter, Walkway, and Platform.
 - Includes the fabrication and installation of a new 118’ walkway with platform, new level indicating transmitter (LIT), LIT enclosure, enclosure support beams, intrusion alarm, conduit, wiring, and terminations. MGC will need to assist Woody’s Metal Craft welders by providing additional manlift and labor needed to manually move manlift floor weight distribution sheathing and lifts to each location. This will be an additional crew and manlift then accounted for in original GMP. The additional crew and manlift will be required to meet the project schedule.
 - Adjustment 23 – Additional Hatch and Vent Supports.
 - Includes the fabrication and installation of required additional support brackets at all hatch and vent locations. MGC will need to assist Woody’s Metal Craft welders by providing additional manlift and labor needed to manually move manlift floor weight distribution sheathing and lifts to each location. This will be an additional crew and (3 each) additional manlifts then accounted for in original GMP. The additional crew and manlifts are required to keep the project on schedule.
 - Adjustment 25 – ED-10 Inspection Findings.
 - Per Wilson Engineers Engineering Directive 10 (ED-10), this proposal includes the fabrication and installation of (3 each) steel plates at (3 each) purlin connections, coating of (23 each) purlins (each side), (3 each) welded purlin connection plates, wire wheel cleaning at (7 each) areas, replace nuts and bolts (49 each) connection areas. MGC will need to assist both Woody’s Metal Craft welders and Sonoran Field Services by providing additional manlift and labor needed to manually move manlift floor weight distribution sheathing and lifts to each location. This will be an additional crew and manlift then accounted for in original GMP.
 - We have included an Owners Allowance of \$100,000.00 to be used if any additional structural repairs on unforeseen conditions arise. An additional \$20,000.00 allowance for additional roof walkway access stairs and ladders has also been included. A total of \$120,000.00 in project allowances has been included.



Guaranteed Maximum Price (GMP) 1A Purpose:

This GMP 1 Cost Proposal aims to provide a fully functional roof replacement, generally in accordance with Wilson Engineer's 100% "Thunderbird Reservoir Upgrades" Design Plan set approved by the City of Glendale on December 23, 2023, and "Thunderbird Reservoir Upgrades Project" Technical Specifications approved by the City of Glendale on November 28, 2023, for the City of Glendale at the Thunderbird Reservoir site.

Guaranteed Maximum Price (GMP) 1A Included Scope and Deliverables:

To ensure accuracy and complete transparency on all items covered by GMP 1A, please review 'Tab 3 – Cost of Construction/Schedule of Values' and 'Tab 9 – Adjustment Details' on the attached GMP 1A Cost Proposal. These Tabs cover in detail all project-related tasks and associated costs.

- Project Deliverables Include:
 - Submittals on all materials used.
 - Monthly project schedule updates and deliverables.
 - Weekly 3-week look ahead schedules.

Allowances Breakdown (Tab 7 - GMP 1A):

Thunderbird Reservoir Upgrades GMP 1A				
Allowance Breakdown				
No.	Description	Quantity	Unit	Total Allowance
1	Owner's Scope Change Allowance	1	LS	\$ 100,000.00
2	Additional Roof Walkway Access Stairs/Ladders	1	LS	\$ 20,000.00
B. TOTAL GMP ALLOWANCE				\$ 120,000.00

- An allowance use proposal (adjustment) will be sent for each item utilized and approved by the Owner before conducting the adjustments outlined in the Scope of Work.

Anticipated Contract Duration:

- GMP 1A City Council approval – 4/09/2024
- Notice to proceed (NTP) – 4/10/2024
- **Substantial Completion – 05/24/2024**
- 44 calendar days from NTP to GMP 1A final completion.
- Project Start Date: 10 April 2024 – Project End Date: 24 May 2024
- Total Project Working Days: 33

Thank you for the opportunity to be of service; if you have any questions, please do not hesitate to call.

Sincerely,

Scott Whitley
Project Manager
MGC Contractors, Inc.
309-397-2151

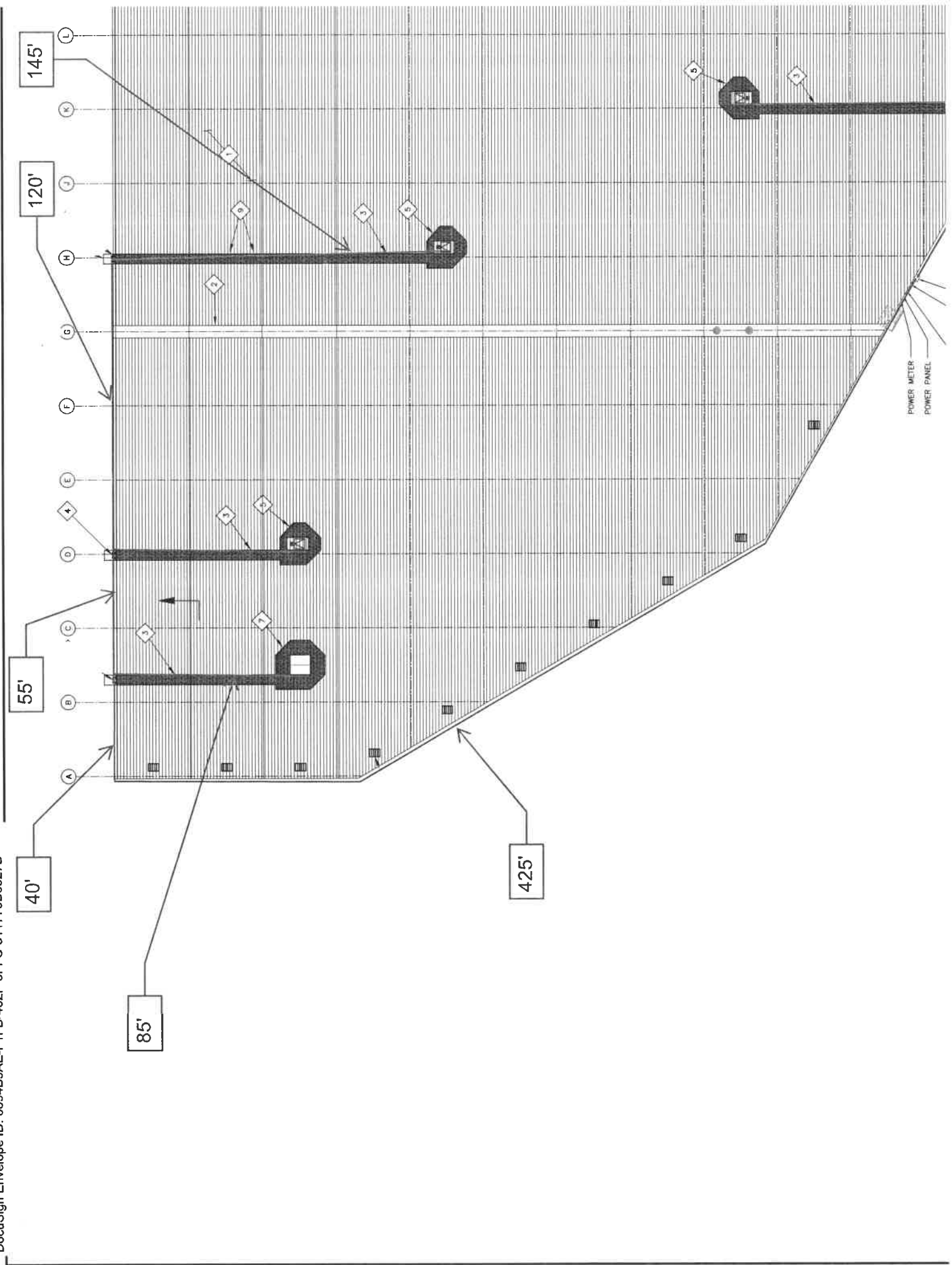


Tab 11 - Project Plans

**WILSON ENGINEERS
THUNDERBIRD RESERVOIR UPGRADES
- 100% DESIGN PLANS
COVER PAGE
-ED-04
-ED-06
-ED-09
-ED-10**



Tab 11 - Project Plans





August 11, 2023

City of Glendale
Water Services Department
Glendale, AZ 85308

Attn: Mr. Martin Soma

Re: 212233.1 – Thunderbird Reservoir Upgrades Project – GMP 1 – Rev 00

Dear Martin:

In accordance with the information provided, we are pleased to offer a cost proposal for the Scope of Work listed below at the City of Glendale Thunderbird Reservoir site. The total price is (\$5,953,801.61) Five Million Nine Hundred Fifty-Three Thousand Eight Hundred One Dollars and Sixty-One cents. A further breakdown of the proposal and quotations are attached. We have included all applicable sales tax, bonds, and insurance.

Reservoir	Location	Design Engineer
Thunderbird	23098 N. 64 th Avenue, Glendale, AZ 85310	Wilson Engineers

1. **Location:** 23098 N. 64th Avenue, Glendale, AZ 85310
2. **Size:** Less than 1 acre being disturbed
3. **Type of Job:** Thunderbird Reservoir Roof Replacements and Upgrades.
4. **Usage:** Potable Water Storage
5. **Work to be completed during this Project per Scope of Work:**
 - Removal of existing Roof System.
 - Replacement of the Centerline Purlins and up to 5% additional Purlins as noted by Wilson Engineers.
 - Surface Preparation and Recoating the Tops of all Purlins.
 - Surface Preparation and Recoating of the Sides of up to 20 Girders.
 - Surface Preparation and Recoating of the Reservoir C-Channel.
 - Furnish and Installation of all new BEMO Roof System.
 - Furnish and Installation of three new 4-foot x 4-foot Roof Hatches, one new 8-foot x 8-foot Hatch, and 23 Roof Vents.
 - Conduct up to 20 Column Repairs as noted by Wilson Engineers.
 - Repair Connection Points and Damaged Nuts/Bolts as noted by Wilson Engineers.
 - Conduct an Initial and Final Reservoir Leak Test.
 - Conduct Disinfection of the Reservoir before putting the Reservoir back online.
 - Conduct a Survey of the Reservoir's Benchmarks and Provide Permanent Markers.
 - Mounting of Girder Support Brackets w/GPR as noted by Wilson Engineers.
 - Liner Protection and Repairs (if needed.)
 - Removal of an existing 8" PVC pipe that runs around the inside of the Reservoir. The pipe clamps will remain in place so no damage to the liner will occur.
 - Any additional work requested by Wilson Engineering and approved by the City via an allowance adjustment.



Guaranteed Maximum Price (GMP) 1 Purpose:

This GMP 1 Cost Proposal aims to provide a fully functional roof replacement, generally in accordance with Wilson Engineer's 90% "Thunderbird Reservoir Upgrades" Design Plan set dated July 12, 2023, and "Thunderbird Reservoir Upgrades Project" Technical Specifications dated July 2023 for the City of Glendale at the Thunderbird Reservoir site.

Guaranteed Maximum Price (GMP) 1 Included Scope and Deliverables:

To ensure accuracy and complete transparency on all items covered by GMP 1, please review Tab 3 – Cost of Construction/Schedule of Values and Tab 9 – Estimate Summary on the attached GMP 1 Cost Proposal. These Tabs cover in detail all project-related tasks and associated costs.

- **Project Deliverables Include:**
 - Submittals on all materials used.
 - Reservoir leak testing and disinfection documentation.
 - Monthly project schedule updates and deliverables.
 - Weekly 3-week look ahead schedules.

Allowances Breakdown (Tab 7 - GMP 1):

No.	Description	Quantity	Unit	Total Allowance
1	Re-Pave Access Way from Upper Lot to Reservoir	1	LS	\$ 15,000.00
2	Crane Pick Engineering	1	LS	\$ 5,000.00
3	Material Escalation (15% Material Cost)	1	LS	\$ 14,000.00
4	GPR Wall Scanning	1	LS	\$ 5,000.00
5	Ultrasonic Level Enclosure Removal and Re-Installation	1	LS	\$ 10,000.00
6	Weekly Street Sweeping per Spec 01550-1	1	LS	\$ 15,000.00
7	Liner Patch Repair Allowance	1	LS	\$ 30,000.00
8	Column Repair Allowance	1	LS	\$ 100,000.00
9	Roof Hatch Allowance	1	LS	\$ 53,544.00
10	Remove/Re-Install Security Camera Pole for Crane Access	1	LS	\$ 10,000.00
11	NACE Inspector Allowance	1	LS	\$ 10,000.00
12	Replace Purlins As Needed Basis Allowance	1	LS	\$ 20,000.00
13	Procure and Install Nuts/Bolts/Washers As Needed Basis Allowance	1	LS	\$ 20,000.00
14	Survey Point Benchmark Allowance	1	LS	\$ 10,000.00
B. TOTAL GMP ALLOWANCE				\$ 317,544.00

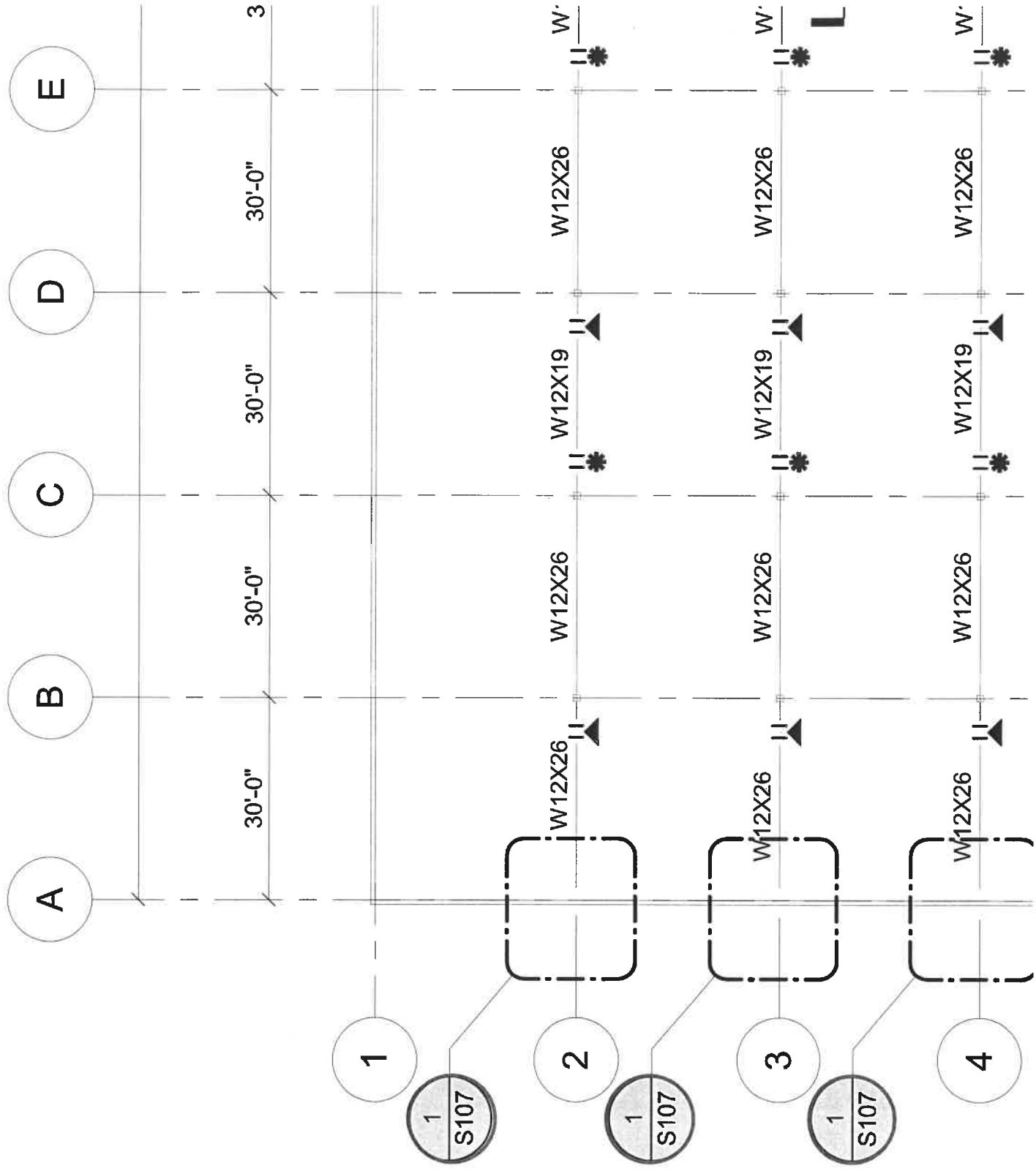
- An allowance use proposal (adjustment) will be sent for each item utilized and approved by the Owner before conducting the adjustments outlined Scope of Work.

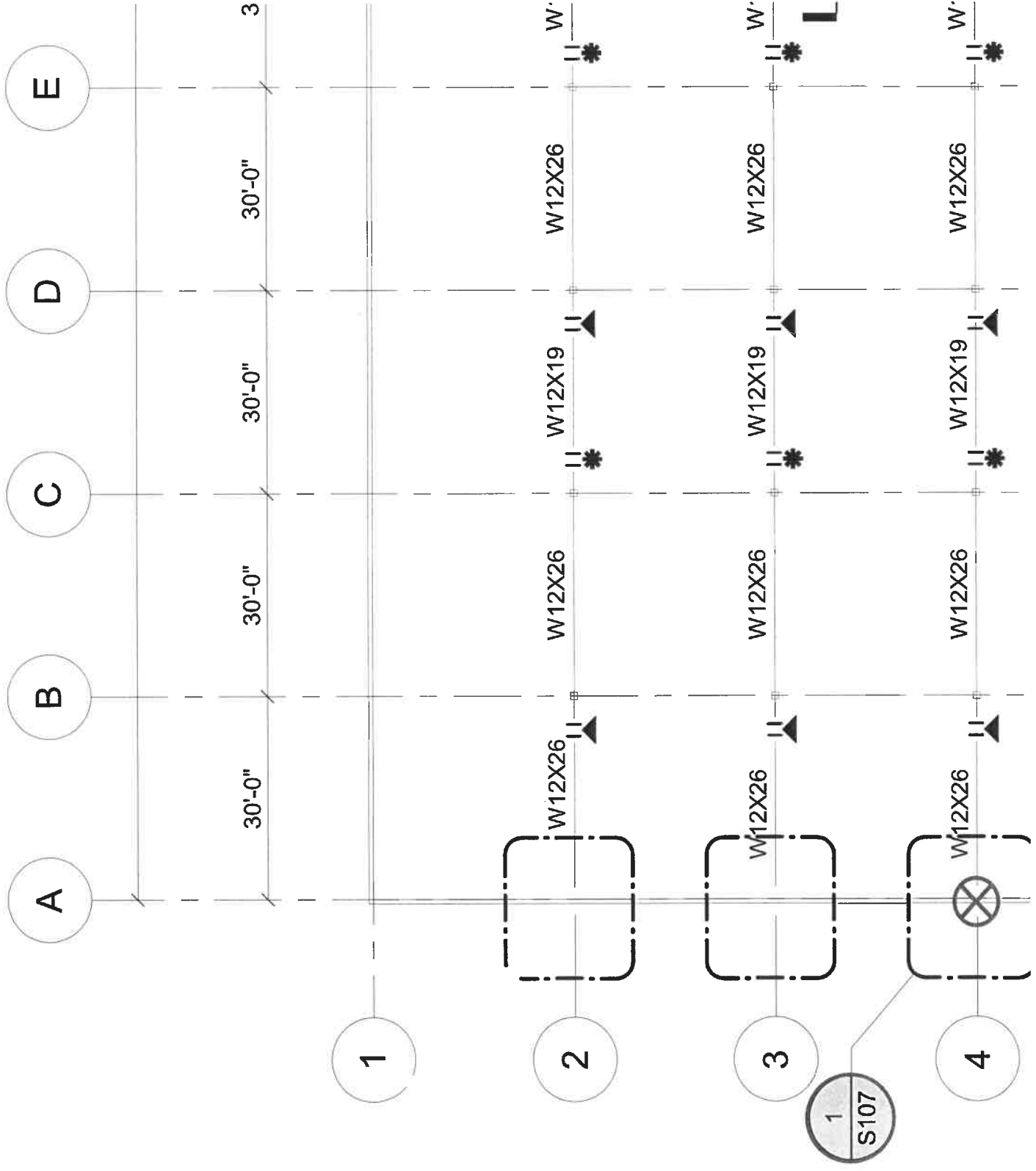
Anticipated Contract Duration:

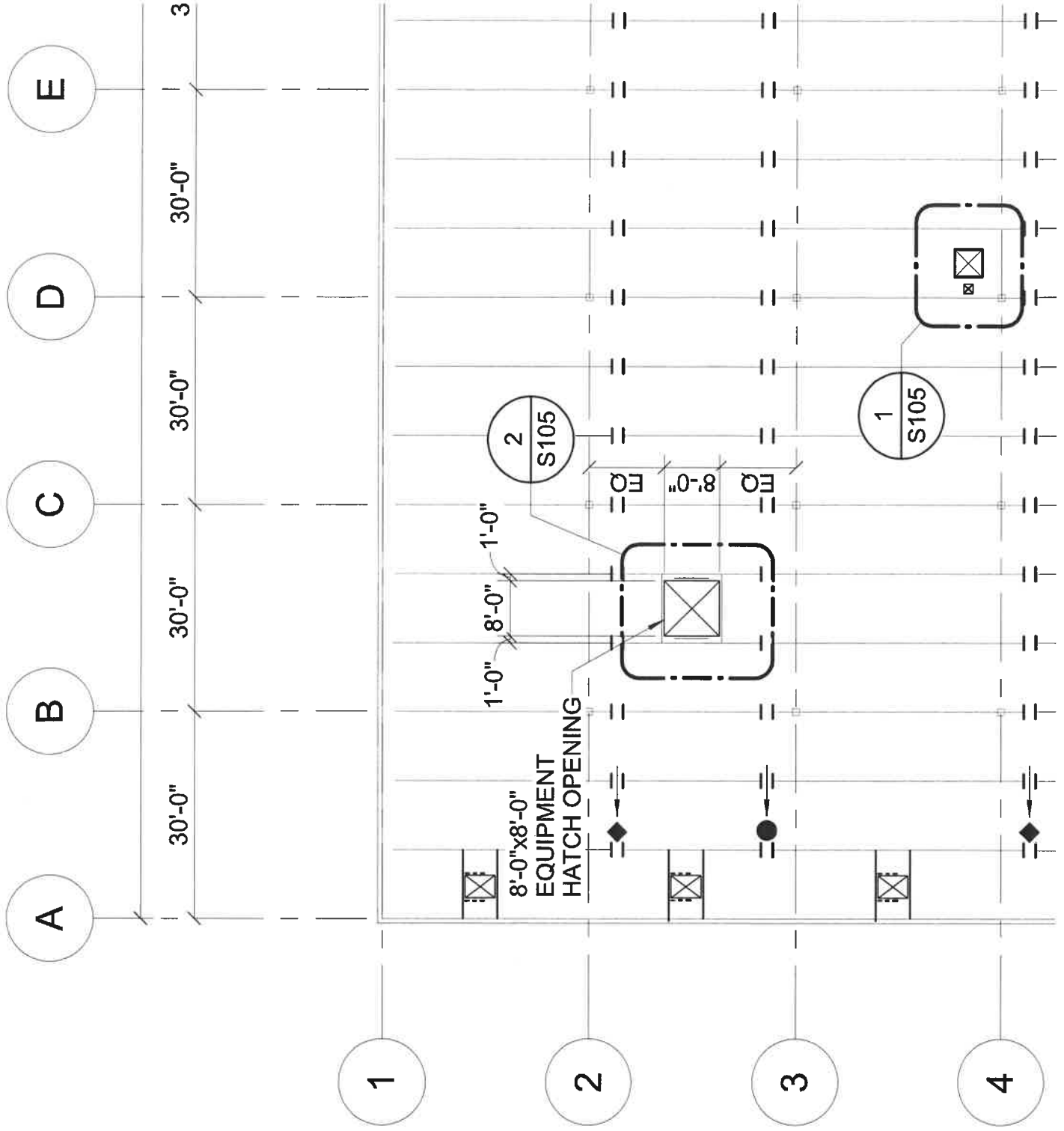
- GMP 1 City Council approval – 9/26/2023
- Notice to proceed (NTP) – 9/27/2023
- **Substantial Completion – 03/01/2024**
- 156 calendar days from NTP to GMP 1 final completion.
- Project Start Date: 16 October 2023 – Project End Date: 08 March 2024
- Total Project Working Days: 98

CITTY
GL











**CITY OF GLENDALE
THUNDERBIRD RESERVOIR UPGRADES
PROJECT # 212233.1**

To: MGC Construction
4110 E. Elwood St.
Phoenix, Arizona 85040

ENGINEER'S DIRECTIVE

ED-09

TITLE	REFERENCE	DATE
Level Transmitter Relocation		17-JAN-24

Background

Through discussions with City of Glendale staff, it was noted that the existing level transmitter was producing some erroneous readings once the reservoir had been drained. Additionally, there is a lack of access to the device. The City requested a new instrument at a better location to read the reservoir volume as well as provide access to the instrument head. The new instrument would be the same as the existing, just the latest version. The installation includes a new instrument, structural framing, walkways and conduit and access modifications.

Equipment

Purchase the following components. See attached data sheets.

1. Siemens Milltronics Hydroranger
2. Siemens Echomax transmitter head
3. Siemens Easy Aimer mounting assembly
4. Hoffman (or equal) 24" x 24" x 12" 304 SS enclosure
5. HAWS Model 8330 SS eyewash shower
6. Nascom N200AU Magnetic intrusion switch

Demolition

Based on the new location of the transmitter head, and the required access for the walkway, the existing eyewash shower is in conflict with the ladder and requires removal. Demolish the existing eyewash shower and associated piping and concrete pad (approx. 3-ft sqr.).

Fabrication

1. Shop fabricate, hot-dip-galvanize, and install W8x10 subframing for new transmitter head per design sketches at the SW quadrant of COL F-8.
2. Shop fabricate, hot-dip-galvanize, and install mounting plate and flange for level transmitter head to new W8x10 subframing per DET 2 SHT S-105
3. Shop fabricate new ladder assembly for access to top of reservoir per DET 303 SHT M-3. Field verify dimensions.

4. Fabricate unistrut instrument rack and sun shade to protect new instrument per DET 100 SK-2.

Installation

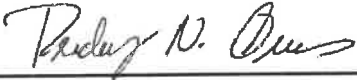
1. Modify the SS instrument enclosure to match the mounting flange and install Easy Aimer and Echo head. Install magnetic intrusion switch inside enclosure.
2. Mount enclosure to mating flange and penetrate enclosure for intrusion switch and level signal.
3. Install 4-ft wide walkway around the enclosure and south towards the ringwall, approx. 90 ft.
4. Install 1-inch galvanized rigid conduits along walkway and ringwall as follows:
 - a. From enclosure to security cabinet (approx. 190 LF)
 - b. From enclosure to instrument (approx. 90 LF)
 - c. From instrument to PLC cabinet (approx. 100 LF)
 - d. From instrument to power cabinet (approx. 100 LF)
5. Pull power, signal and instrumentation wires through conduits and terminate
6. Excavate, form and pour new concrete pad per DET 100 SK-2.
7. Mount instrument rack to concrete pad and ladder to pad & ringwall
8. Mount eyewash shower per MFG recommendations and reconnect to existing piping. Provide new piping as required.

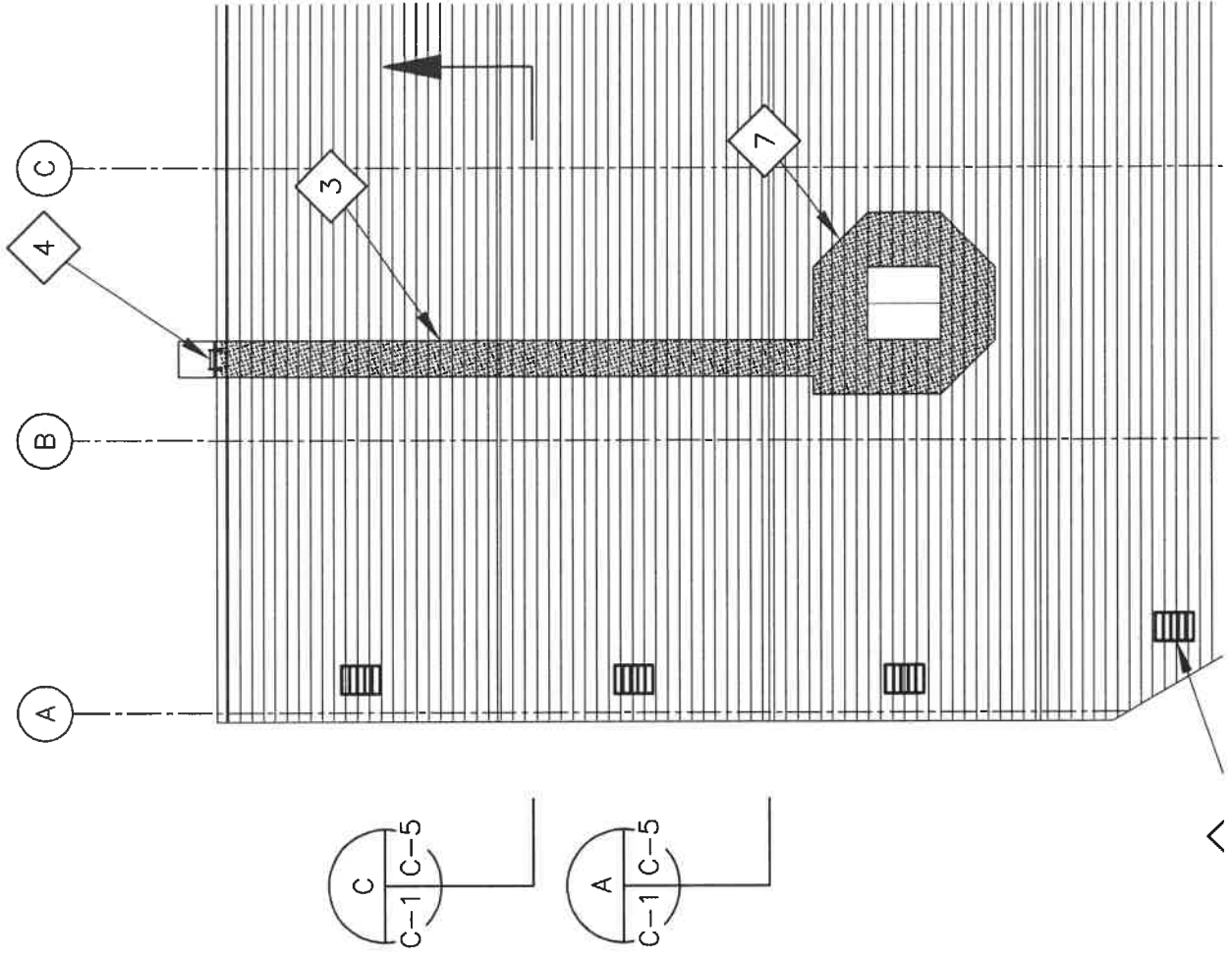
Start-up

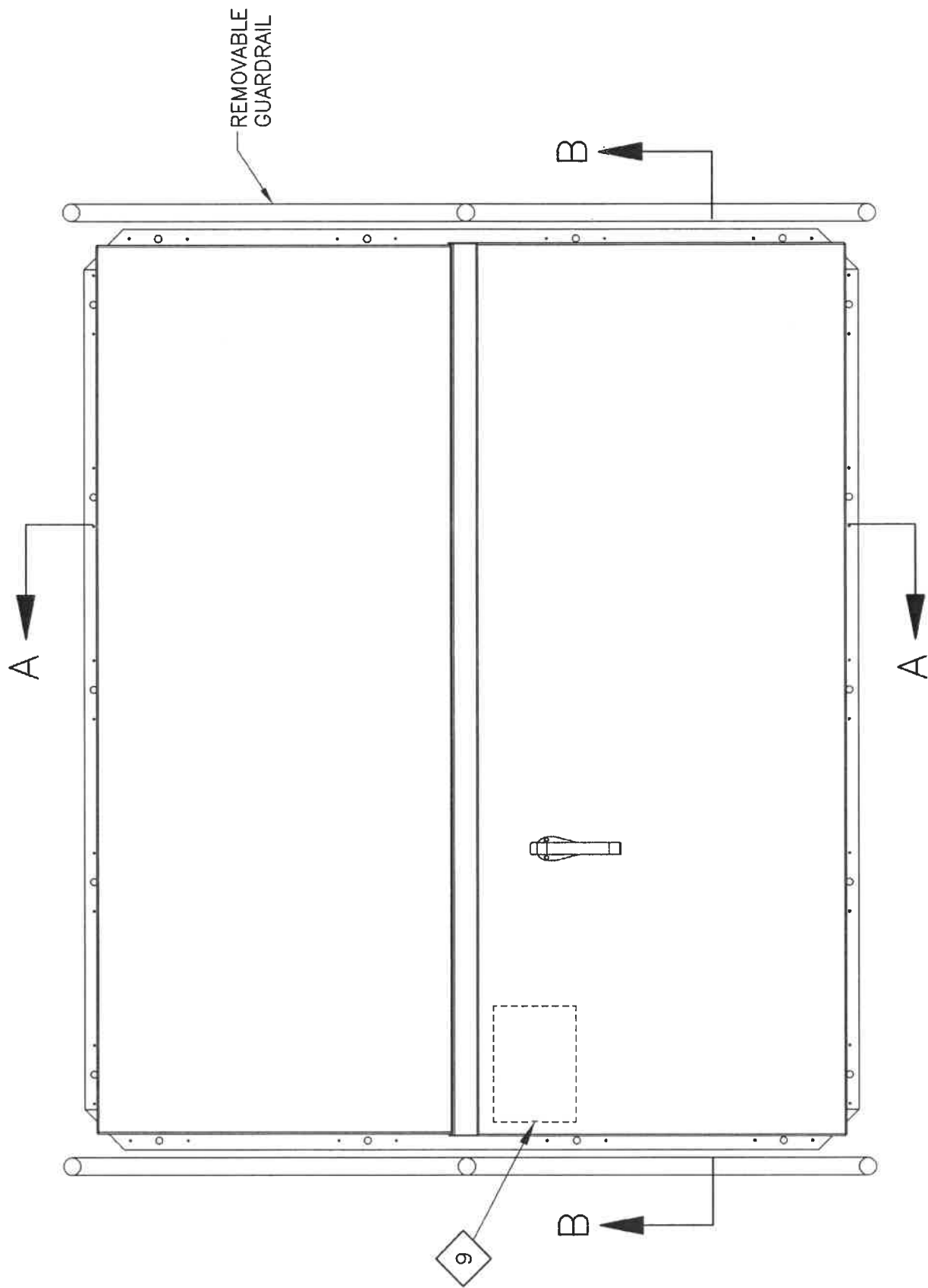
1. Coordinate landing points for new wires at power panel, security enclosure and PLC with Engineer and City staff.
2. Retain services of manufacturer's representative for startup and calibration of instrument when reservoir is empty.

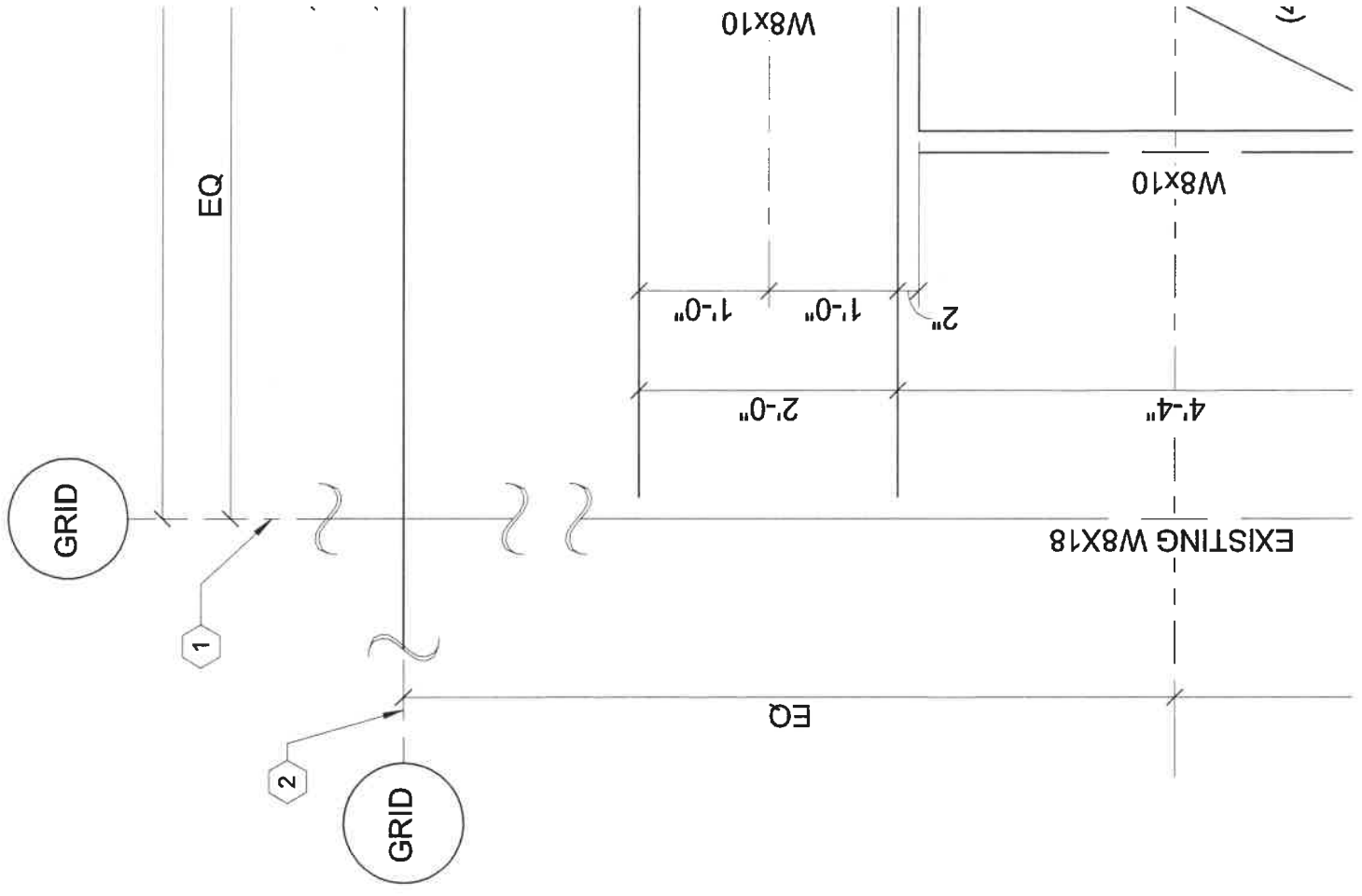
Pricing

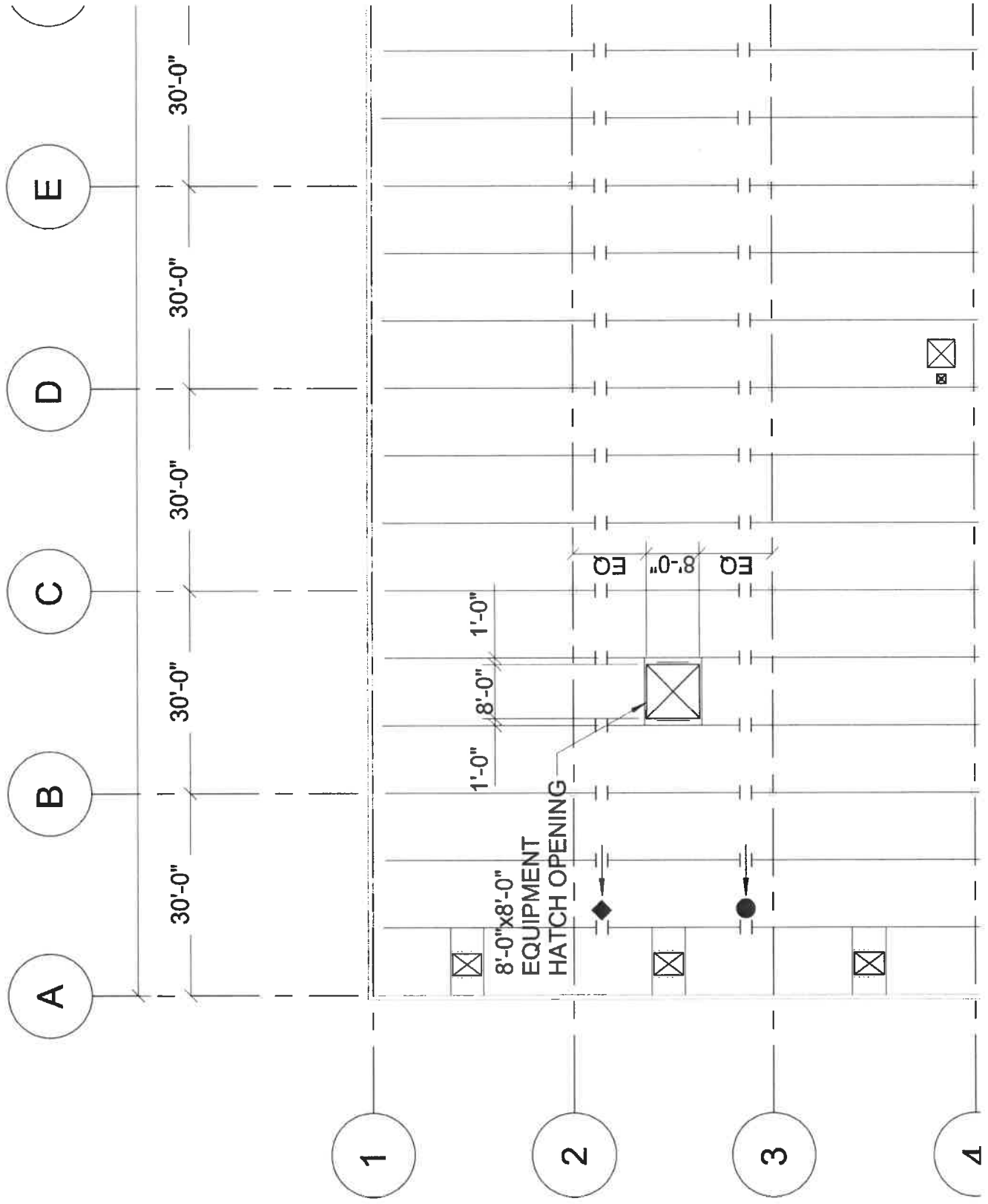
Provide price proposal for review and approval prior to proceeding with the work.

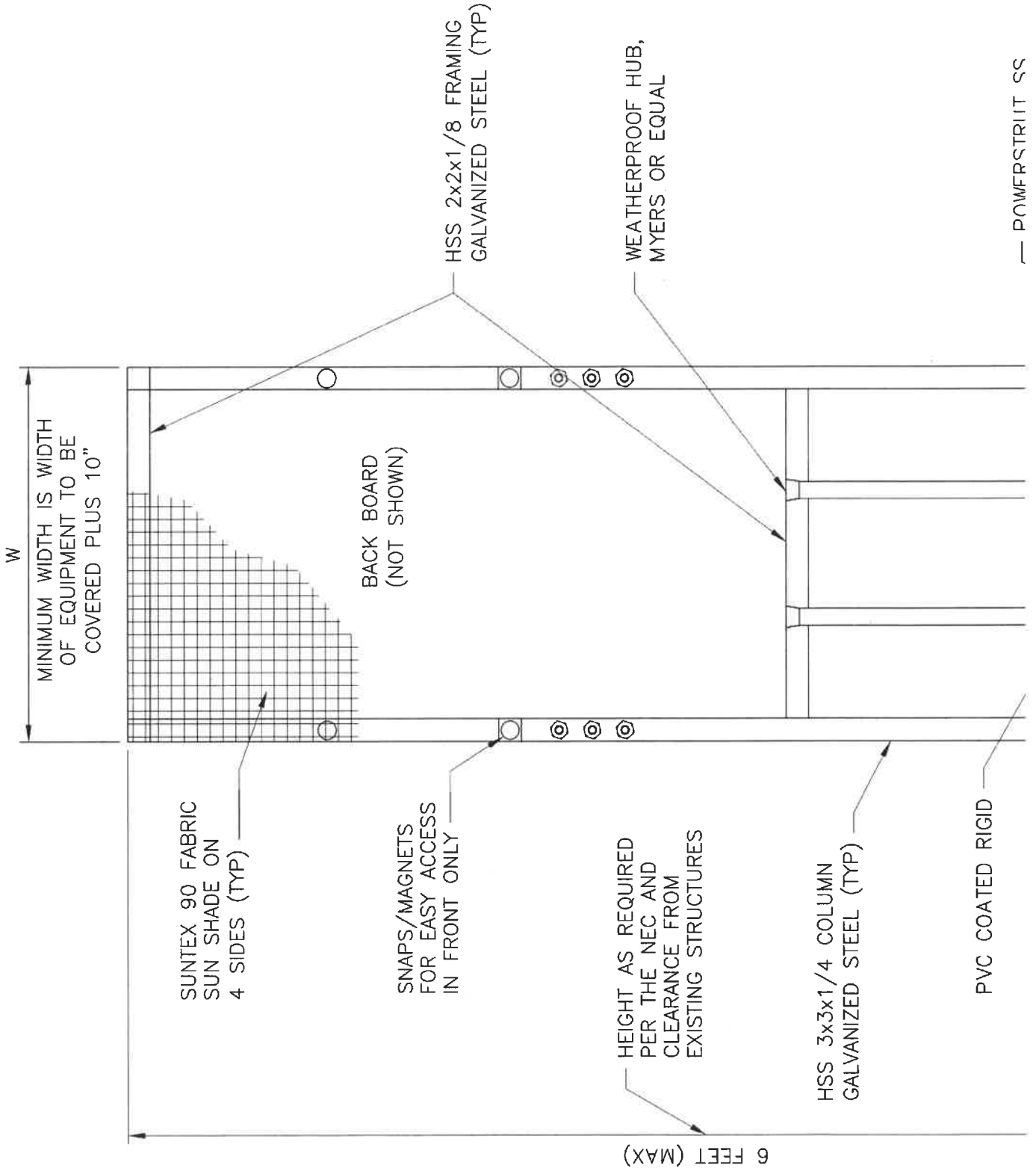
ATTACHMENTS	PROJECT REPRESENTATIVE	NO. PAGES
Drawing sheets and data sheets	 Rudolf N. Ouwens	32

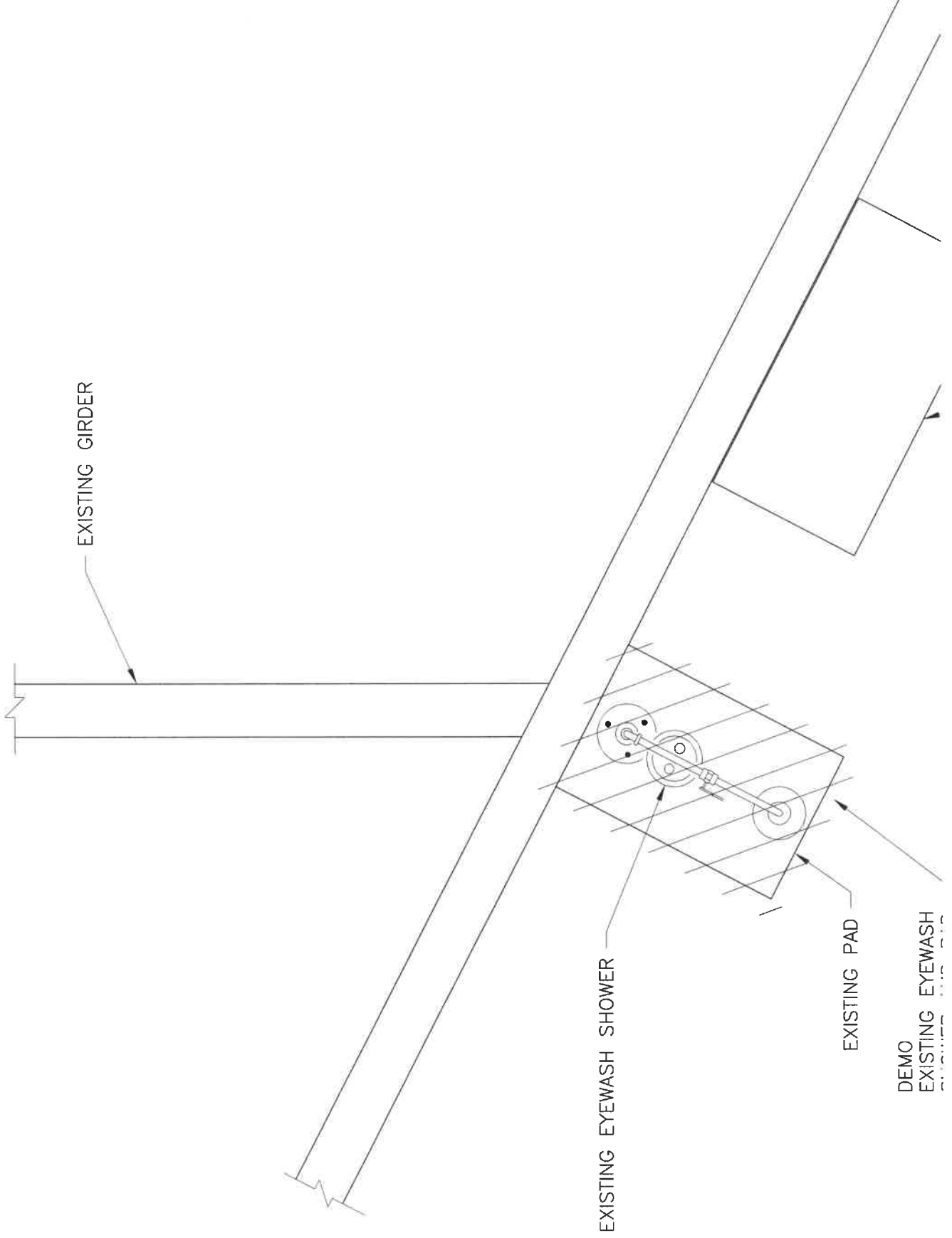














**CITY OF GLENDALE
THUNDERBIRD RESERVOIR UPGRADES
PROJECT # 212233.1**

To: MGC Construction
4110 E. Elwood St.
Phoenix, Arizona 85040

ENGINEER'S DIRECTIVE

ED-10

TITLE	REFERENCE	DATE
Structural Inspection & Repair		24-Jan-24

BACKGROUND:

Wilson Engineers conducted an inspection of the roof structure and noted several locations where there was corrosion and loose bolts which need attention. Further, degraded galvanized coatings were noted on additional members.

GIRDER OBSERVATIONS AND REPAIRS:

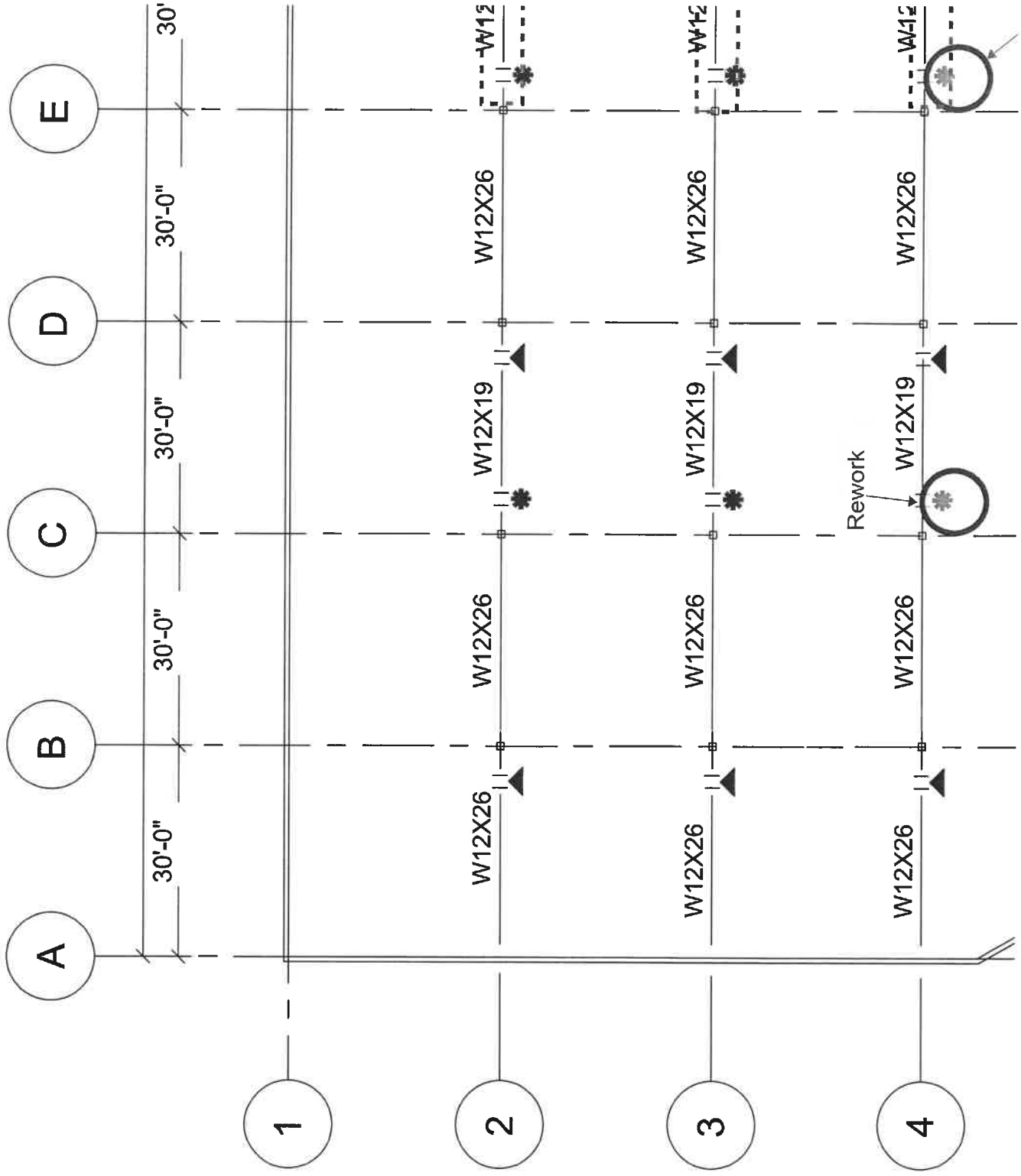
1. The majority of connections were in good condition and do not require additional work.
2. Three fixed girder connections were beginning to degrade and, although not at risk of failure, are recommended to be reworked. For the three fixed girder connections at C-4, E-4, and E-5, rework per ED-01, attached.
3. Three columns have missing or degraded nuts whose threads should be cleaned and a new nut applied. For the fixed column connections at E-9, F-4 and L-7, remove the existing nuts and wire wheel clean the threads. Install 1/4" x 1" SQR 316 SS plate washer with 316 SS lock washer and nut.
4. Eight fixed and three expansion joints for the girders have missing bolts and nuts and should be repaired. For the eight expansion joints with loose bolts or missing nuts, remove the defective assembly and replace with new assembly in kind of 316 SS hardware.
5. For the three fixed joints with loose bolts or missing nuts, remove the defective assembly and replace with new assembly of 316 SS hardware including flat washers on each side and lock washers at the nut.
6. In the AGENCY REVIEW drawings, a series of girders were previously noted to require recoating of the sides. These are included herein as reference. Power tool clean sides per SSPC-SP3 and apply one coat Tnemec Series 22 or equal, at 8 – 14 mils dry film thickness. Approximate surface area is 850 SQ-FT.

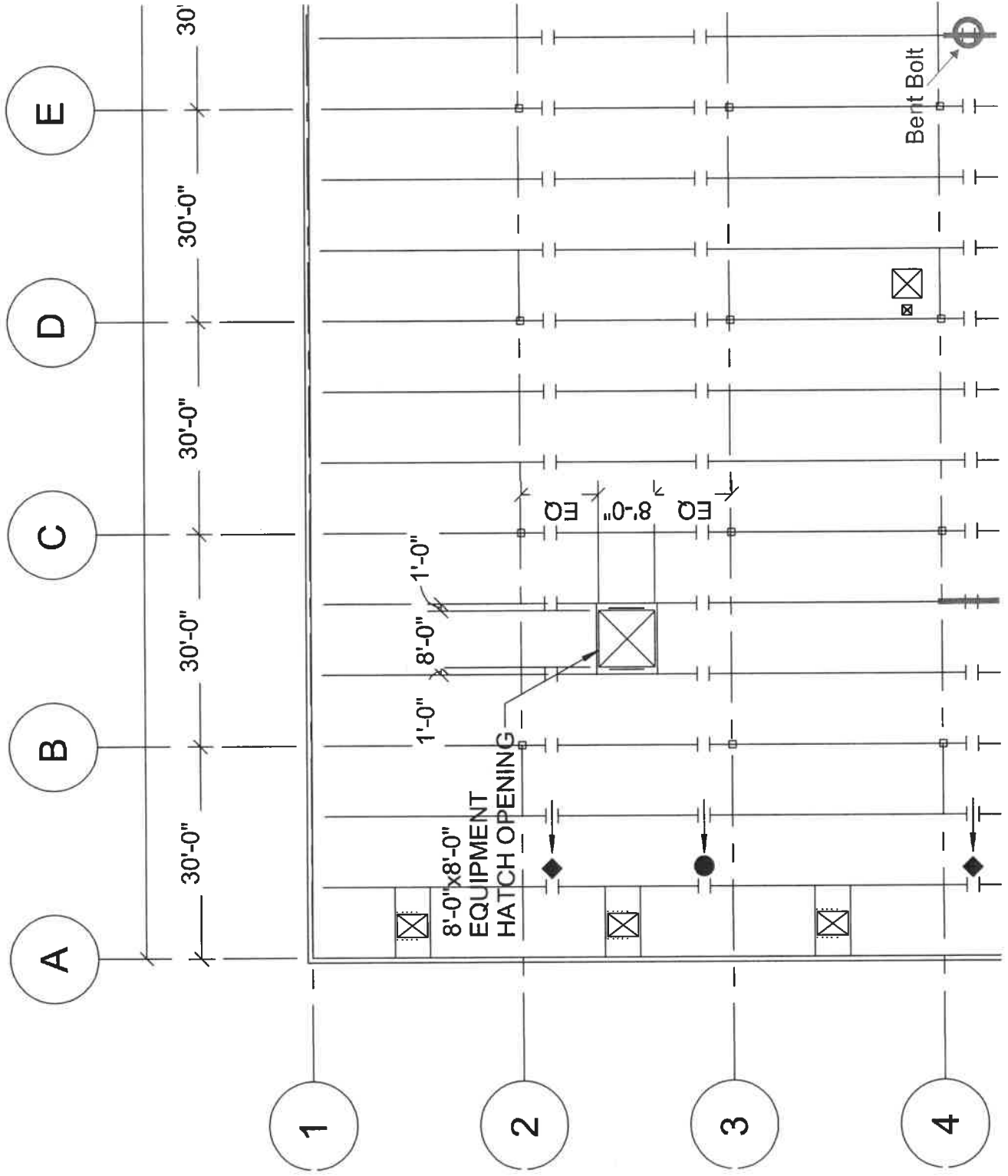
PURLIN OBSERVATIONS AND REPAIRS:

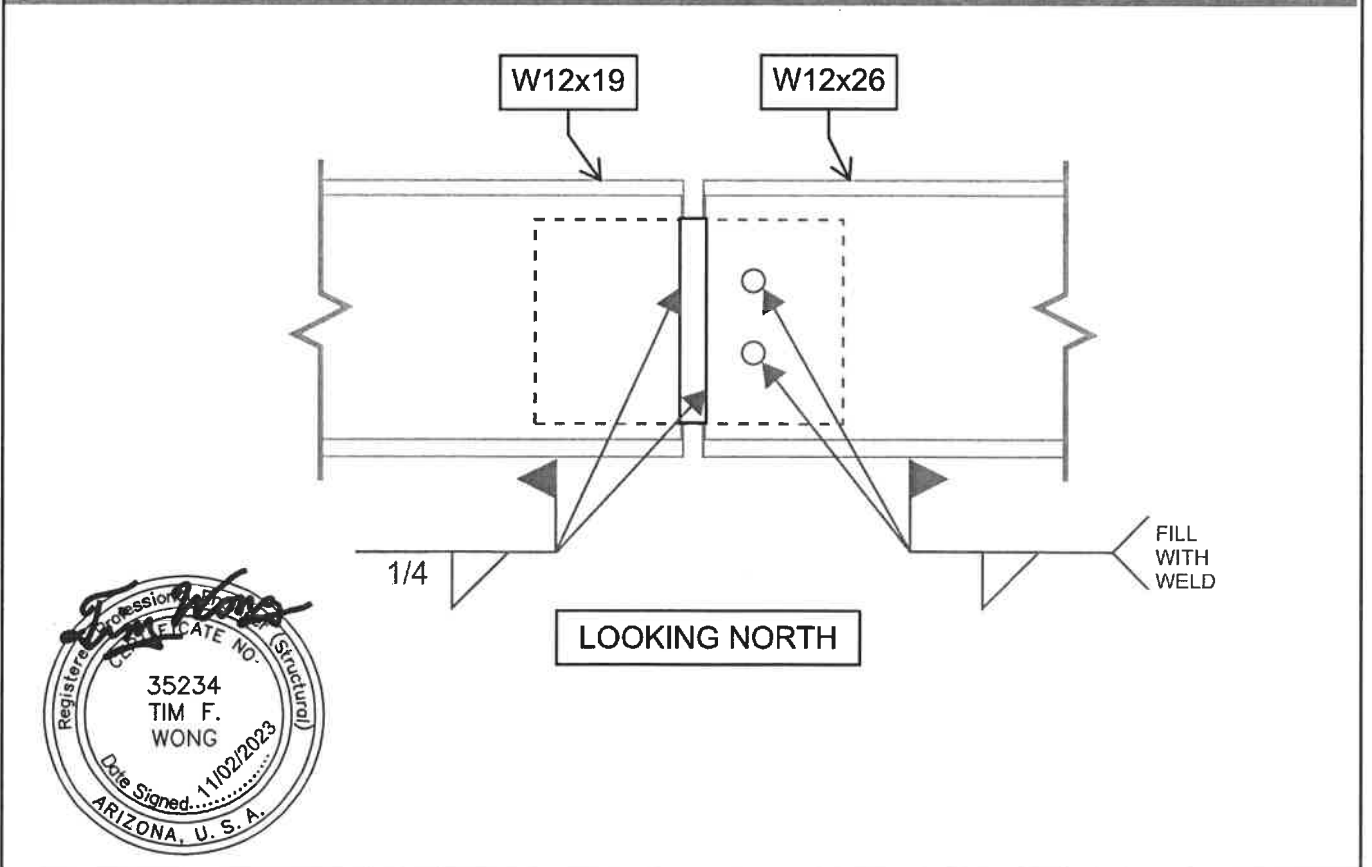
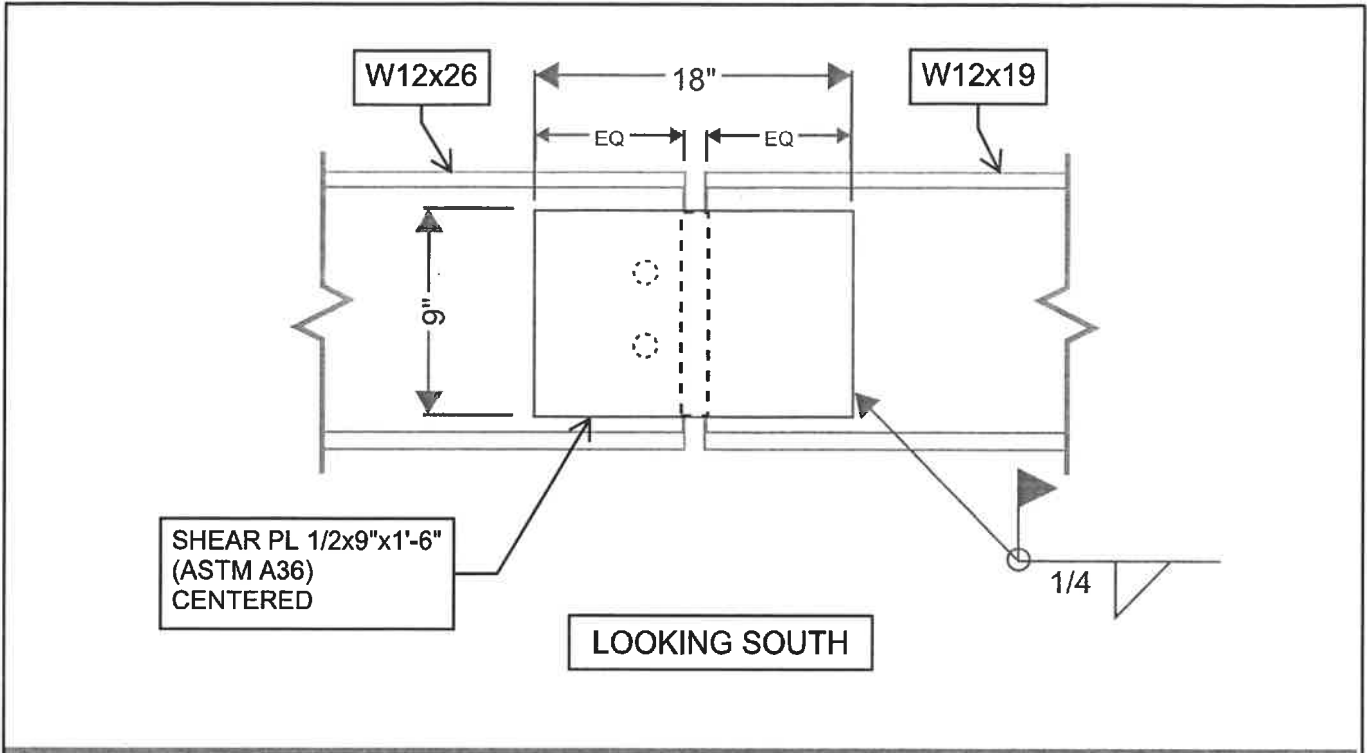
1. The majority of connections were in good condition and do not require additional work.
2. Four bolts have missing or degraded nuts whose threads should be cleaned and a new nut applied. For the connections at C-5, G-6 and G-7, remove the existing nuts and wire wheel clean the threads. Install ¼" x 1" SQR 316 SS plate washer with 316 SS lock washer and nut.
3. Twenty expansion and 18 fixed joints for the purlins have missing bolts and nuts and should be repaired.
4. For the eight expansion joints with loose bolts or missing nuts, remove the defective assembly and replace with new shorter assembly per Exhibit 1 of RFI 026 of 316 SS hardware.
5. For the twenty fixed joints with loose bolts or missing nuts, remove the defective assembly and replace with new assembly of 316 SS hardware including flat washers on each side and lock washers at the nut.
6. A series of purlins were noted to require recoating of the sides. Power tool clean sides per SSPC-SP3 and apply one coat Tnemec Series 22 or equal, at 8 – 14 mils dry film thickness. Approximate surface area is 1238 SQ-FT.

Note that as these bolts are load bearing, dielectric isolation kits made of plastic materials will fail under the applied loads so are not beneficial in this application.

ATTACHMENTS	PROJECT REPRESENTATIVE	NO. PAGES
	<hr/> <p>Rudolf N. Ouwens</p>	

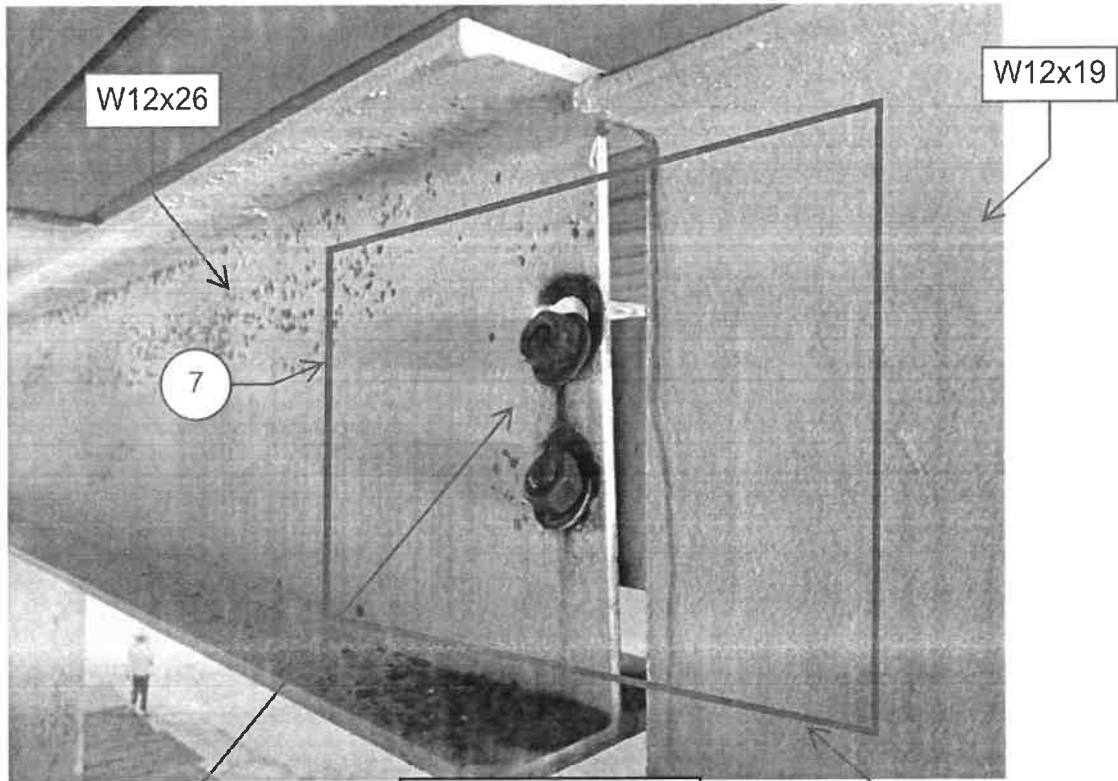






THUNDERBIRD RESERVOIR
 ROOF REPLACEMENT
 GLENDALE, ARIZONA
 FIXED CONNECTION REPAIR AT
 EXISTING GIRDER

PROJ. NO. 074273
 DATE: NOV. 02, 2023
 SCALE: N.T.S.
 DWG NO.
 SKED-01.1



LOOKING SOUTH

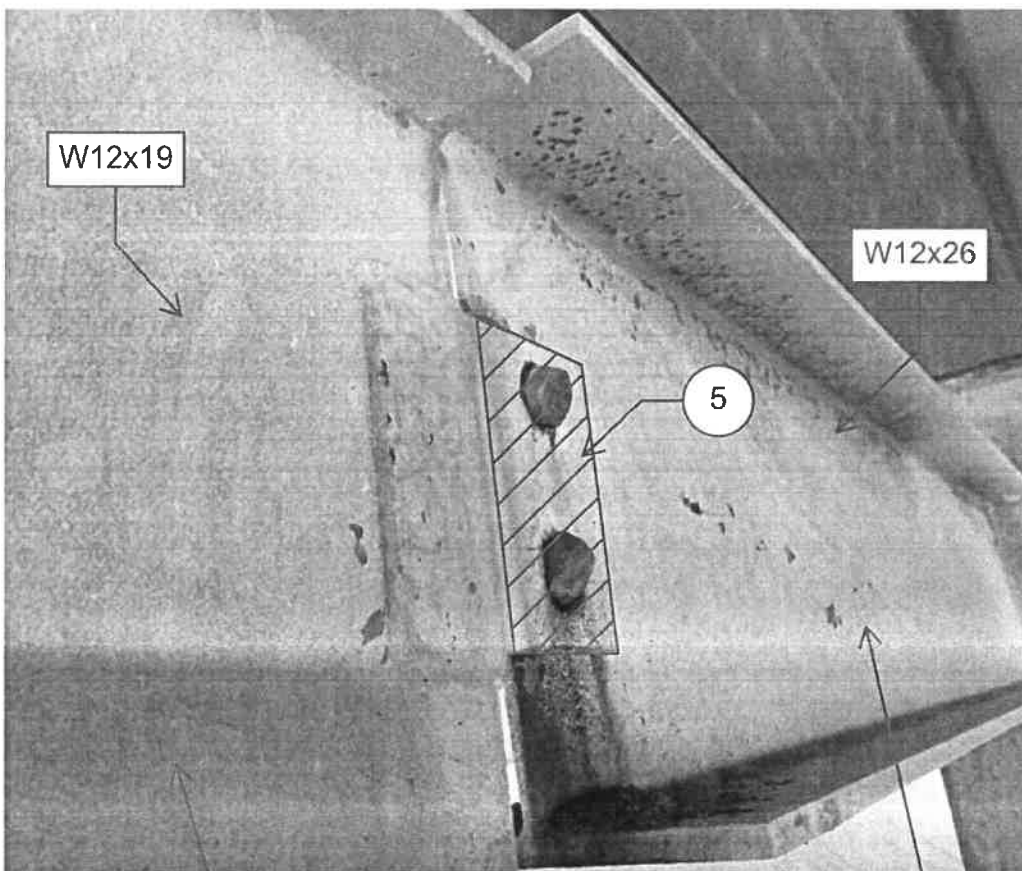
- 4. REMOVE EXISTING BOLTING ONLY AFTER ROOF BEAMS HAVE BEEN SHORED
- 5. REMOVE EXISTING SHEAR PLATE TO EDGE OF W12x19
- 6. REMOVE AREAS OF CORROSION AROUND BOLT HOLES
- 7. WELD NEW SHEAR PLATE THIS SIDE TO BOTH W12x19 AND W12x26 BEAM WEBS. WELD PLATE ALL AROUND TO SEAL.
- 8. FILL BOLT HOLES WITH WELD TO PREVENT CORROSION

- 1. SHORE EXISTING W12x19 BEAM DURING REPAIR. IF REQUIRED ALSO SHORE EXISTING PURLINS ON W12x19.
- 2. ADJUST W12x19 SUCH THAT TOP FLANGE MATCHES THE SAME ELEVATION AS WITH W12x26
- 3. ADJUST W12x19 SUCH THAT ITS BEAM WEB ALIGNS WITH W12x26 BEAM WEB



THUNDERBIRD RESERVOIR
 ROOF REPLACEMENT
 GLENDALE, ARIZONA
 FIXED CONNECTION REPAIR AT
 EXISTING GIRDER

PROJ. NO. 074273
 DATE: NOV. 02, 2023
 SCALE: N.T.S.
 DWG NO.
 SKED-01.2



LOOKING NORTH

1. SHORE EXISTING W12x19 BEAM DURING REPAIR. IF REQUIRED ALSO SHORE EXISTING PURLINS ON W12x19.
2. ADJUST W12x19 SUCH THAT TOP FLANGE MATCHES THE SAME ELEVATION AS WITH W12x26
3. ADJUST W12x19 SUCH THAT ITS BEAM WEB ALIGNS WITH W12x26 BEAM WEB

4. REMOVE EXISTING BOLTING ONLY AFTER ROOF BEAMS HAVE BEEN SHORED
5. REMOVE EXISTING SHEAR PLATE TO EDGE OF W12x19
6. REMOVE AREAS OF CORROSION AROUND BOLT HOLES
7. WELD NEW SHEAR PLATE THIS SIDE TO BOTH W12x19 AND W12x26 BEAM WEBS. WELD PLATE ALL AROUND TO SEAL.
8. FILL BOLT HOLES WITH WELD TO PREVENT CORROSION



**GANNETT
FLEMING**

THUNDERBIRD RESERVOIR
ROOF REPLACEMENT

GLENDALE, ARIZONA

FIXED CONNECTION REPAIR AT
EXISTING GIRDER

PROJ. NO. 074273

DATE: NOV. 02, 2023

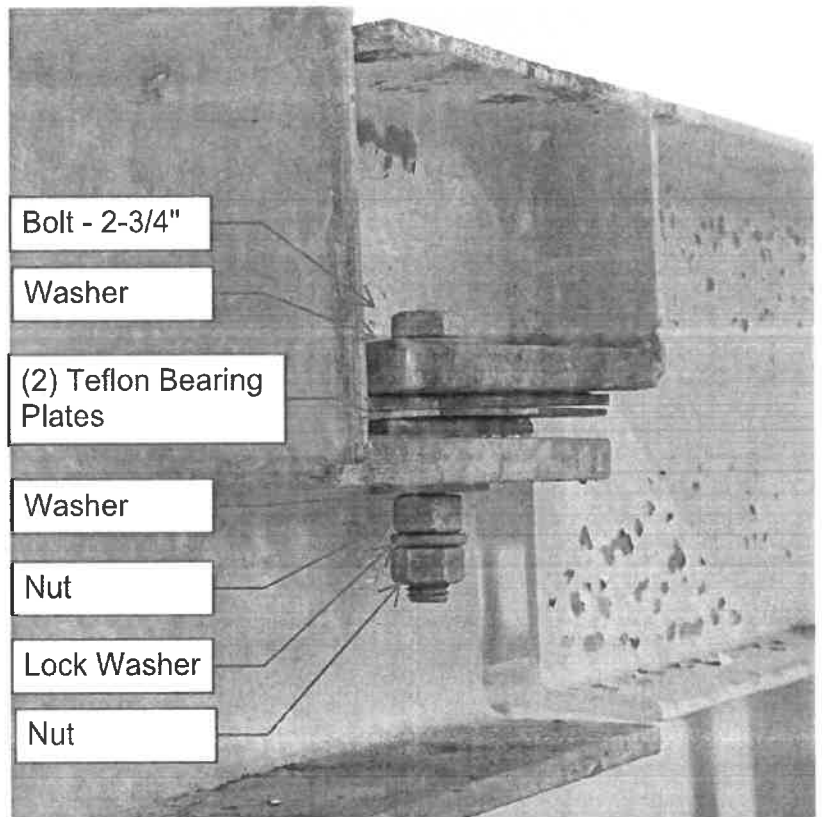
SCALE: N.T.S.

DWG NO.

SKED-01.3

Exhibit 1 **RFI 026**

WILSON AND G-F RESPONSE:
CONFIGURATION IS ACCEPTABLE.
HOWEVER, PROVIDE 316 FOR ALL
HARDWARE



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

(1 pages - To be Incorporated by Amendment)

See Attached

**CLARIFICATIONS & ASSUMPTIONS:**

Work will be completed in accordance with Wilson Engineers 100% Plans & Specifications, Engineering Directives 04, 06, 09, & 10 for the City of Glendale's Thunderbird Reservoir Upgrades Project, with the exceptions as noted below:

1. **PROJECT START DATE: 14 March 2024 PROJECT END DATE: 26 March 2024**
2. All Project Surface Preparations and Coating Specification are to be based on a SSPC-SP2 to SSPC-SP3 hand or power tool cleaned surfaces.
3. All Coatings will be done according to the following Product Data Sheet **Note: "Abrasive blast cleaning generally produces the best coating performance. If conditions will not permit this, Series 21 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned Surfaces"**. MGC's GMP is based on SSPC-SP2/3 and doesn't include any abrasive blasting. MGC excludes any warranty related claims involving coatings based on approved project surface preparation. Coatings will be considered for, "improving current conditions" only.
4. A third-party NACE Coating Inspector will be on-site for the work performed in ED-10 re-coating process to validate the coating per the Product Data Sheet and the following requirements for SSPC-SP2 and SP3: **SSPC-SP-2: Hand Tool Cleaning** Hand tool cleaning refers to surface preparation that uses non-power handheld tools to clean a steel surface. Hand tool cleaning is intended to remove all loose (as opposed to adherent) mill scale, rust, paint, and other contaminants that may be detrimental to a coating application. According to SSPC, "adherent" contaminants are those that can't be removed by lifting them off with a dull putty knife.
SSPC-SP-3: Power Tool Cleaning as in hand tool cleaning, SP-3 is a method of steel surface preparation intended to remove all loose (as opposed to adherent) mill scale, rust, paint, and other contaminants that may be detrimental to a coating application. As the name suggests, SP-3 refers to using power tools to clean the surface. Again, according to SSPC, adherent contaminants are those that can't be removed by lifting them off with a dull putty knife.
6. No Girders are being replaced at this time per Wilson Engineers direction.
7. Any and All Scope of Work that is changed or added to the approved GMP 1A Contract will be considered an allowance item. Items will be outlined in an Adjustment Cost Proposal and approved by the City of Glendale prior to completion.
8. For all additional allowance information, please see the Allowance breakdown page (Tab 7.)



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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.

