

CITY COUNCIL REPORT



Meeting Date: April 18, 2023
 General Plan Element: ***Open Space & Recreation***
 General Plan Goal: ***Ensure a wide range of recreational facilities and services.***

ACTION

Design Build Manager for Construction Phase Services for the Bond 2019 Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space.

Adopt Resolution No. 12793 authorizing:

1. Design Build Manager (DBM) Construction Phase Services Contract No. 2021-045-COS-A2 with Caruso Construction Inc., in the amount of \$4,619,789, for a Phase 2 Guaranteed Maximum Price 2 (GMP2), for Bond 2019 Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space.
2. A FY 2022/23 Capital Budget Appropriation transfer of up to \$607,292 from Bond 2019, Question 2, Issuance 1, Project 47 – Replace WestWorld Arena Lights to Reduce Operating Costs (DH04) project to Bond 2019, Question 2, Issuance 1, Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space (DH05) project to be funded by GO Bond 2019 proceeds.

BACKGROUND

The purpose of this action is to authorize a DBM construction phase services GMP2 contract to provide for the Phase 2 construction for the City of Scottsdale’s Bond 2019 Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space. The original scope for this project was renovate the 10 oldest equestrian barns located on the WestWorld property by replacing the stall panels. Due to the configuration of the original barns, the panels were required to be structural, and custom built which minimized competition. Capital Project Management (CPM) and the project team determined that greater competition and value could be achieved by entirely replacing the barns instead of only replacing panels. The Citizens Bond Oversight Committee (CBOC) considered this change and recommended approval for the new scope to entirely replace five to six barns and make repairs to the remaining barns as funding allows. Due to supply chain issues and pricing volatility, CPM committed to the purchase of one barn initially as approved by Council on July 6, 2022, in contract amendment, 2021-045-COS-A1 (GMP1). This initial barn purchase allowed the team to determine the best means and methods to replace one of the existing barns with a new structure on the existing foundation, and better determine the scope and cost for the remaining barns. With Council approval of bond fund transfers from surpluses in other projects as approved by the CBOC, funding is available to purchase and construct four additional barns which is presented here as contract amendment 2021-045-COS-A2 (GMP2).

Action Taken: Approved on Consent

ANALYSIS & ASSESSMENT

Recent Staff Action

CPM brought a revised GMP1 to Council in amendment 2021-045-COS-A1, which was approved by Council on July 6, 2022. The first barn, Barn “A,” is now complete and we are ready to replace four additional barns.

RESOURCE IMPACTS

Available funding

The City Engineer presented the information regarding the surplus funding in the amount of \$607,292 remaining in Bond 2019 47 - Replace WestWorld Arena Lights to Reduce Operating Costs (DH04) project to the CBOC on February 6, 2023. The CBOC unanimously voted to recommend that the City Council approve the transfer. The 47 - Replace WestWorld Arena Lights to Reduce Operating Costs (DH04) project can be closed after the transfer is complete.

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Roger Berna, Senior Project Manager, Capital Project Management, Public Works Division. WestWorld staff will provide support to the Project Manager.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 12793 authorizing:

1. Design Build Manager (DBM) Construction Phase Services Contract No. 2021-045-COS-A2 with Caruso Construction Inc., in the amount of \$4,619,789, for a Phase 2 Guaranteed Maximum Price 2 (GMP2), for Bond 2019 Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space.
2. A FY 2022/23 Capital Budget Appropriation transfer of up to \$607,292 from Bond 2019, Question 2, Issuance 1, Project 47 – Replace WestWorld Arena Lights to Reduce Operating Costs (DH04) project to Bond 2019, Question 2, Issuance 1, Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space (DH05) project to be funded by GO Bond 2019 proceeds.

Proposed Next Steps

Upon Council approval, Phase 2 of the project will begin immediately with the construction of four new barns occurring over the summer and complete in time for peak event season at WestWorld.

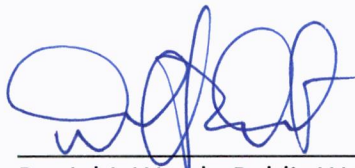
RESPONSIBLE DEPARTMENT(S)

Capital Project Management, WestWorld

STAFF CONTACT (S)

Roger Berna, Principal Project Manager, rberna@scottsdaleaz.gov, (480) 312-7845

APPROVED BY



Daniel J. Worth, Public Works Director
(480) 312-5555, dworth@scottsdaleaz.gov

4-4-23

Date



Judy Doyle, Budget Director
(For Financial Policies Compliance and Budget Appropriation)
(480) 312-2603, jdoyle@scottsdaleaz.gov

4.3.2023

Date

ATTACHMENTS

1. Resolution 12793
2. Location Map
3. Contract 2021-045-COS-A2

RESOLUTION NO. 12793

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING: 1) THE MAYOR TO EXECUTE CONTRACT AMENDMENT NO. 2021-045-COS-A2 BETWEEN THE CITY AND CARUSO CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$4,619,789 TO PROVIDE PHASE TWO DESIGN BUILD MANAGER CONSTRUCTION SERVICES FOR THE BOND 2019 PROJECT 45 – RENOVATE WESTWORLD HORSE BARNS TO INCREASE RENTABLE SPACE, AND 2) A FY 2022/23 CAPITAL BUDGET APPROPRIATION TRANSFER OF UP TO \$607,292 IN BOND 2019 FUNDS FROM QUESTION 2, ISSUANCE 1, PROJECT 47 – REPLACE WESTWORLD ARENA LIGHTS TO REDUCE OPERATING COSTS (DH04) TO QUESTION 2, ISSUANCE 1, PROJECT 45 – RENOVATE WESTWORLD HORSE BARNS TO INCREASE RENTABLE SPACE (DH05) PROJECT TO BE FUNDED BY GO BOND 2019 PROCEEDS.

WHEREAS, the City wishes to obtain Design Build Manager phase services for phase two of the Bond 2019 Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space; and

WHEREAS, Caruso Construction, Inc. has been selected by the City to provide the requisite services necessary; and

WHEREAS, Caruso Construction, Inc. is qualified to render the services desired by the City, and

WHEREAS, the City Council previously approved a Guaranteed Maximum Price (“GMP”) contract through 2021-045-COS-A1; and

WHEREAS, it is in the best interests of the City to accept a new GMP 2 proposal from Caruso Construction for Phase 2 and

WHEREAS, additional funding is needed for the project due to rising and unanticipated costs and additional scope of work

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Design Build Manager Contract Amendment No. 2021-045-COS-A2 between the City and Caruso Construction, Inc. for the guaranteed maximum price of Four Million Six Hundred Nineteen Thousand Seven Hundred Eighty-Nine Dollars (\$4,619,789) to provide phase two construction phase services for the 2019 Bond Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space.

Section 2 The City Council hereby authorizes a FY 2022/23 Capital Budget Appropriation transfer of up to \$607,292 in Bond 2019 funds from Question 2, Issuance 1, Project 47 – Replace WestWorld Arena Lights to Reduce Operating Costs (DH04) to Question 2, Issuance 1, Project 45 – Renovate WestWorld Horse Barns to Increase Rentable Space (DH05) project to be funded by GO Bond 2019 proceeds.

Section 3. The City Manager or designee and the City Treasurer or designee are hereby authorized to take such acts and execute such documents as may be necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this _____ day of _____, 2023.

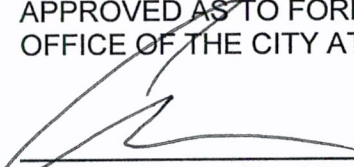
ATTEST:

CITY OF SCOTTSDALE
an Arizona municipal corporation

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney



ATTACHMENT 2	
PROJECT TITLE	
LOCATION	
MAP	
DEPT. D.L.	DRAWN RAH
CPM	DATE 12/20
	SCALE NTS.
	SHT. 1 OF 1
CITY OF SCOTTSDALE	

**CITY OF SCOTTSDALE
MODIFICATION TO DESIGN BUILD MANAGER
PROJECT NO. DH05
CONTRACT NO. 2021-045-COS-A2**

THIS CONTRACT MODIFICATION entered into this _____ day of _____ 2023, by and between the City of Scottsdale, and Caruso Construction, Inc. an Arizona corporation, Design Build Manager ("DBM").

WITNESSETH

The City desires to authorize the construction of the second phase of the Bond 2019 project, 45 – Renovate West World Horse Barns to Increase Rentable space, from the original construction agreement, Contract No. 2021-045-COS ("Agreement"), for construction services relating to the construction of the Project; and

City and DBM mutually agree to modify the Contract as provided in this Contract Modification. The City and DBM further acknowledge that this is the second modification (Modification #2) of the Contract and concur that all of the provisions of Contract Nos. 2021-045-COS and 2021-045-COS-A1, not modified herein, are incorporated by this reference and made part of this modification.

IN CONSIDERATION of the mutual promises and obligations set forth herein, the parties agree as follows:

MODIFICATIONS:

1.0 SCOPE OF SERVICES

Article 1, **DBM's Services and Responsibilities**, Section 1.0 is modified to add the new Scope of Work specified in the attached Exhibit A.2 which is incorporated by this reference and made part of this modification.

2.0 PERIOD OF SERVICES

Article 3.0, **Contract Time**, is modified to provide that the Contract Time for the Services described in Exhibit C.2 of this amendment will begin on the date of a new Notice to Proceed from the City and will be completed within 325 consecutive calendar days.

3.0 CONTRACT PRICE

Article 4.0, **Contract Price**, is modified to a new GMP contract price, as outlined in Exhibit C.2:

GMP 2 \$4,619,789

This GMP 2 is to provide 4 new barns to replace 4 of the existing barns in the worst condition. A total of five new barns will be replaced in this project, one under GMP 1 and 4 under GMP 2 for a total contract amount of \$5,750,836.

4.0 PERFORMANCE AND PAYMENT BONDS

Article 9.0, Section 9.10(A), **Bonds and Other Performance Security**, is modified to read as follows:

- A. Before the commencement of the work specified in this contract modification, the DBM must provide a performance bond and a labor and materials bond, each in an amount equal to the total combined amount of all GMP's covering all phases of the Project. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and will be in substantially the same form as Exhibits D and E attached to Contract 2021-045-COS.

5.0 AFFIRMATION OF CONTRACT

All other provisions of Contract No. 2021-045-COS and 2021-045-COS-A1 not modified herein are affirmed in their entirety.

END OF PAGE

[Signature Page to Follow]

THE CITY OF SCOTTSDALE, by its Mayor and City Clerk have subscribed their names this _____ day of _____, 2023.

AUTHORIZATION

CONSTRUCTION MANAGER AT RISK:
CARUSO CONSTRUCTION, INC.,
an Arizona corporation

By: _____

Print name: _____

Title: _____

THE CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

David D. Ortega, Mayor

Ben Lane, City Clerk

RECOMMENDED:

Alison Tymkiw, PE
City Engineer

Roger Berna, Contract Administrator

REVIEWED

George Woods, Jr.
Risk Management

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

EXHIBIT A.2
PROJECT DESCRIPTION
SCOPE OF WORK

Contractor shall provide all labor, materials and equipment necessary to demolish existing structures, improve foundations, purchase and install 4 refabricated barns with associated electrical and fire protection systems as defined in Contractor's GMP proposal on file with the Capital Projects Division.

CARUSO

Construction, Inc

March 21, 2023

Roger Berna
Senior Project Manager
City of Scottsdale
7447 E. Indian School Road
Scottsdale, AZ 85251
RBerna@Scottsdaleaz.gov

RE: WestWorld Barn Improvements – GMP for Four (4) New Barns

Dear Mr. Berna,

We are pleased to present this proposal to demolish existing structures, improve foundations, purchase and install refabricated barns with associated electrical and fire protection systems for a total cost of \$4,399,799.00. Deposit requirements are listed in the attached proposals. Please refer to the attached Exhibit C for pricing details.

The above pricing is good for 30 days. It is contingent on deposit funds being cleared into Coffman's bank and all above work being done together with the other construction activities and/or scopes of work for four (4) Barns. Thanks for the opportunity to present this proposal. Please feel free to call any time if you need additional information.

Yours truly,



Cris Caruso
President

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$ 3,546,998	
B	DBM Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ -0-	
C	Total Cost of the Work (A+B)		\$ 3,546,998
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$ 176,837	
E	Total Cost of the Work + General Conditions Fee (C+D)		\$ 3,723,836
F	DBM Construction Fee (% of E or Negotiated Fixed Fee)	\$ 291,700	
G	Payment and Performance Bonds (On E. Total Cost of the Work + General Conditions Fee)	\$ 53,032	
H	Insurance (Additional DBM's Insurance not provided in the Total Cost of the Work)	\$ 112,460	
I	Subtotal Direct + Indirect Costs (E+F+G+H)		\$ 4,181,027
J	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 218,772	
K	Project Subtotal (I+J)		\$ 4,399,799
L	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$
M	TOTAL GMP (Not to Exceed) (K+L)		\$

D. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by DBM, Design Consultant, and Project Manager using the format below.

Plans Used for Preparation of GMP No.	
DBM	Date
Design Consultant	Date
Project Manager	Date

WestWorld
Barns BCDE Replacement Project

Budget

3/20/23

Item	Description	1 Barn	4 Barns
01	Architect's Construction Administration	\$ 3,000	\$ 12,000
02	Dumpsters, Portable RR	\$ 900	\$ 3,600
03	Equip Rental, Utility Locating	\$ 7,200	\$ 28,800
04	Misc Materials	\$ 1,500	\$ 6,000
05	Concrete Demolition / Hauling	\$ 14,551	\$ 58,204
06	Concrete	\$ 42,967	\$ 171,867
07	Metal Base Plates, Screening, Etc.	\$ 11,240	\$ 44,960
08	Electronic Safety & Security	\$ 2,500	\$ 10,000
09	New Barn Structure, Stalls, Components	\$ 666,785	\$ 2,667,140
10	Fire Suppression	\$ 60,607	\$ 242,428
11	Electrical	\$ 75,500	\$ 302,000

Subtotal:	\$ 886,750	\$ 3,546,998
General Conditions:	\$ 44,209	\$ 176,837
GL Insurance:	\$ 18,619	\$ 74,477
Bldrs Risk Insurance:	\$ 9,496	\$ 37,983
Bonds:	\$ 13,258	\$ 53,032
CM Fee:	\$ 72,925	\$ 291,700
Sales Tax:	\$ 54,693	\$ 218,772
Subtotal:	\$ 1,099,950	\$ 4,399,799
Contingency: 5%	\$ 54,997	\$ 219,990
Total:	\$ 1,154,947	\$ 4,619,789



R.D. COFFMAN ENTERPRISES INC. DBA:
COFFMAN BARNS
 P.O. BOX 25413
 SCOTTSDALE, AZ 85255
 602-399-7988

ROC - B-061278, B1-073402

Proposal-Acceptance

Proposal No. 021923-RC

FCP MATERIALS ONLY FOR WESTWORLD

BARN B ONLY, FOB CA PLANT

SUBMITTED TO		DATE
CARUSO CONSTRUCTION INC.		02/19/23
STREET		CONTACT
15511 N. 76th Street		CRIS CARUSO
CITY, STATE AND ZIP CODE		JOB PHONE
SCOTTSDALE, AZ 85260		480-621-7200
		EMAIL
		<u>ccarus@carusoconstruction.com</u>

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR:

STANDARD FCP FEATURES INCLUDE 12' X 12' square stalls, 4' sliding stall doors, 1-5/8" round tube grillwork, solid feed doors, 2"x2"x14ga Connector columns, 26 gauge galvanized steel lined interiors, galvanized steel purlins & galvanized or painted steel roofs. Mare Motels do not have standard features.

BARN STYLE:

- Gable - Center Aisle
- Raised - Center Aisle- Cee Purlin
- Gambrel - Center Aisle
- Shed Row - Cantilever
- Shed Row - Posted
- Back to Back - Cantilever
- Back to Back - Posted
- Double Aisle: _____
- Metal Building
- Roof Only Structure: _____
- Non-Engineered per AG Exempt

- See Attached Layout for Details dated: 12-27-22
- Total No. of Units: 80'4" x 119'10"
- Center Aisle Width: 16+- Ft.
- Shed Row Posted Overhang: _____ Ft.
- Cantilever Roof Overhang: _____ Ft.
- Straight Slope Open Gable Ends
- Closed Gable Design Closed Low Eave
- Roof Pitch 2 Ft. in 12 Ft.
- Color of Stall Frts/doors: WTRN TRL EXT/ZINC
- Color Ext. Walls/shutters: WTRN TRL EXT/ZINC
- PBR Roofing, gutter/fasc: TUDOR BROWN
- Color of Bwy doors: WTRN TRL/WTRN TRL

BASIC WALL TYPE: (Ext./Int.)

- 2" T&G/Gal.
- 2" Mas./Gal. (Foam Core)
- 2" Ptd. Stl./Gal. (Foam Core)
- 2" Hardie/Gal. (Foam Core)
- 3/4" Mas./Gal. (Ply Core)
- 3/4" Ptd. Stl./Gal. (Ply Core)
- 3/4" Fronteir 3 rail H. Divider (Ply Core)
- Horizontal Grill (W/ Feed Dr) Stall Fronts
- Vertical Grill Stall Fronts
- 6H7R Corral Fronts W/ solid filler kick par

ADDITIONAL ITEMS INCLUDED:

- ___ Rear Doors: _____
- ___ Dutch Doors: _____
- ___ Steel Man Doors: _____
- 4 Pr. 16 Ft. Breezeway Doors X9'
- 24 Shutter Windows: V. GRILL
- ___ Sliding Glass Windows 3'8" x 3'8" ea.
- 8 BWY DR Guide Stops _____
- ___ 2" x 3" Supported Overhang _____
- ___ Skylight Panels _____
- ___ Auto Waterers: _____
- ___ Hay Racks: _____
- ___ Corner Feed Tubs: _____
- ___ Cross Tie Rings _____
- ___ Grading _____
- ___ Electrical _____
- ___ Plumbing _____
- ___ Granite at Stalls _____
- ___ Stall Mats 4' x 6' ea. 3/4" SE
- ___ Drop Ceilings: _____
- ___ Drop Ceilings: _____
- ___ Weather Vane _____
- ___ Grill Dividers: _____
- ___ Cupola _____
- ___ # Snow Load _____ mph Wind Load
- ___ Set _____ Engineered Drawings
- Y Gutters & Downspouts _____
- ___ Roof Insulation _____

\$426,813.00 FCP MATERIALS PER BARN PER ENGINEERING JOB#30289-22r1
 \$ 2,300.00 MESH MATERIALS PER BARN
 \$429,113.00 TOTAL MATERIALS ONLY PER BARN
 PER ENGINEERING #30289-22 DATED 5-6-22. FREIGHT IS NOT INCLUDED, FOB FCP PLANT WILDOMAR, CALIFORNIA
 PRICE IS CONTINGENT ON RECEIVING DOWN PAYMENT ON OR BEFORE 7-15-22 END OF DAY AND BEING RELEASED TO FAB
 BY 7-15-22. BALANCE OF CONTRACT UPON EACH SHIPMENT ARRIVAL
 Not Included: Permits, bonding, M.P.&E./ Fire engineering, freight, installation, Plates, storage, retention, any onsite labor, sales/use tax

Price Includes ("■") :
 Material Tax Freight Engineering Installation Permit Site Prep Foundation Plumbing Electrical

FOR THE TOTAL SUM OF: FOUR HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED THIRTEEN NO/100----- DOLLARS **\$429,113.00**

WIRE Payments to be made payable to Coffman Barns as follows:

Engineer'g N/A Down Payment: \$214,556.50 Due at Prior to Ship: \$214,556.50 Upon Final : N/A

In the event Customer fails to make payments as set forth above, Coffman Barns shall have the right to reclaim the barn and/or component fabrication and to enter upon the premises where said barn and/or component fabrication is located for said purpose.

NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. All installations (if included) are performed under R.D. Coffman Ent. Inc. DBA Coffman Barns. The Production payment and Fabrication Release must be received within 30 days of completion of engineering or this contract may be subject to price increases. Upon completion of a barn and/or component fabrication, Coffman Barns will give notification of time and date of delivery. If a customer cannot accept delivery within 5 days of notification the shipping payment must be made to Coffman Barns. This contract is subject to storage fees of 10% of contract for each month stored at yard beyond 30 days after completion. Any occupancy of barn constitutes acceptance of barn and all payments are due in full prior to occupancy. Any payment not paid when due shall bear interest on the unpaid balance from the date due at a rate of 18% per annum. Coffman Barns shall be entitled to receive its Attorney's Fees as a part of any recovery. This agreement shall be deemed to have been entered in Maricopa County, Arizona. In case of customer cancellation, deposits/payments are not 100% refundable. Unless otherwise specified, this contract does not include grading, foundations, soil tests, electrical, plumbing or painting. Owner is responsible to obtain any permits required and provide a level (within 2"), 95% compacted building site, with a minimum 12' wide x 12' high access to drive Coffman Barns delivery trucks within 25' of foundation site. If access is not available, customer agrees to pay an additional costs incurred to have materials delivered to foundation site. Customer releases Coffman Barns from responsibility for damage by Coffman Barns trucks/equipment to driveways, waterlines or other property while delivering product. Upon delivery of product owner assumes responsibility for any loss due to theft, wind, fire or other contingencies beyond Coffman Barns control. Non-engineered projects must be released for production within 30 days of acceptance of this proposal or will be subject to price changes that Coffman Barns may require. Customer guarantees this contract does not violate agreements or contracts with other companies. Customer will indemnify, save harmless and defend Coffman Barns, its sub-contractors and it's suppliers from all liability from loss, damage, or injury to persons, livestock or property in any manner arising out of or incident to the ownership, construction or use of the barn and materials purchased from Coffman Barns or the performance of this agreement, including without limitation all consequential damages, unless resulting from the gross negligence of Coffman Barns, its sub-contractors, manufacturer or it's suppliers. Coffman Barns makes no warranties, express or implied, other than those contained in the written limited warranty provided by it's manufacturer and/or Suppliers, other than as set forth in the written limited warranty, customer assumes the entire risk of loss or destruction of or any damage to the materials purchased from Coffman Barns and stored at customers direction. Customer agrees to insure the real property and the barn and other materials located thereon against loss or damage, loss of use and against liability arising from the use of the barn or for injuries to persons or livestock or property damage resulting from the use of the barn or materials supplied by Coffman Barns and that such insurance proceeds shall be the sole and only recovery available to the customer or those claiming personal injury or property damage resulting from the use of the barn or materials. This instrument contains the entire agreement between the parties relating the the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the parties of this contract.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Upon your signature, this document becomes a legal and binding contract subject to final approval of Coffman Barns, not its Field Representatives.
 Coffman Barns Final Approval X _____ Date _____

SALESMAN'S SIGNATURE _____ DATE _____
 CUSTOMER'S SIGNATURE _____ DATE _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY COFFMAN BARNS IF NOT ACCEPTED WITHIN 10 DAYS.



R.D. COFFMAN ENTERPRISES INC. DBA:
COFFMAN BARNS
 P.O. BOX 25413
 SCOTTSDALE, AZ 85255
 602-399-7988
 ROC- B-061278, B1-073402

Proposal-Acceptance

Proposal No. 021923-RC

DEMO-INSTALL LABOR FOR WESTWORLD
 FCP BARN B ONLY REPLACEMENT

SUBMITTED TO CARUSO CONSTRUCTION INC.		DATE 02/19/23
STREET 15511 N. 76th Street		CONTACT CRIS CARUSO
CITY, STATE AND ZIP CODE SCOTTSDALE, AZ 85260		JOB PHONE 480-621-7200
		EMAIL ccarus@carusoconstruction.com

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR:

STANDARD FCP FEATURES INCLUDE 12' X 12' square stalls, 4' sliding stall doors, 1-5/8" round tube grillwork, solid feed doors, 2"x2"x14ga Connector columns, 26 gauge galvanized steel lined interiors, galvanized steel purlins & galvanized or painted steel roofs. Mare Motels do not have standard features.

BARN STYLE:

- Gable - Center Aisle
- Raised - Center Aisle
- Gambrel - Center Aisle
- Shed Row - Cantilever
- Shed Row - Posted
- Back to Back - Cantilever
- Back to Back - Posted
- Double Aisle: _____
- Metal Building
- Roof Only Structure: _____
- Non-Engineered per AG Exempt

See Attached ENG #30289-22 dated: 12-27-22

- Total No. of Units: _____
- Center Aisle Width: _____ Ft.
- Shed Row Posted Overhang: _____ Ft.
- Cantilever Roof Overhang: _____ Ft.
- Straight Slope Open Gable Ends
- Gable Design Closed Gable Ends
- Roof Pitch _____ Ft. in _____ Ft.
- Color of Stall Frts/doors: _____
- Color Ext. Walls/shutters: _____
- Color of Div. Walls: _____
- Color of Bwy doors: _____

BASIC WALL TYPE: (Ext./Int.)

- 2" T&G/Gal.
- 2" Mas./Gal. (Foam Core)
- 2" Ptd. Stl./Gal. (Foam Core)
- 2" Hardie/Gal. (Foam Core)
- 3/4" Mas./Gal. (Ply Core)
- 3/4" Ptd. Stl./Gal. (Ply Core)
- 3/4" Fronteir 3 rail H. Divider (Ply Core)
- _____
- Horizontal Grill (W/ Feed Dr) Stall Fronts
- Vertical Grill Stall Fronts
- 6H7R Corral Fronts W/ solid filler kick par

ADDITIONAL ITEMS INCLUDED:

- Install Weld Plates (Materials by Others)
- Install RCA Mesh (Materials by Others)
- Steel Man Doors: _____
- Pr. _____ Ft. Breezeway Doors
- Shutter Windows: V. GRILL
- Sliding Glass Windows 3'8" x 3'8" ea.
- Window Guards: _____
- 2' x 3' Supported Overhang
- Skylight Panels _____

- Auto Waterers: _____
- Hay Racks: _____
- Corner Feed Tubs: _____
- Cross Tie Rings _____
- Grading _____
- Electrical _____
- Plumbing _____
- Granite at Stalls _____
- Stall Mats 4' x 6' ea. 3/4" SE

- x _____ Drop Ceilings: _____
- x _____ Drop Ceilings: _____
- Weather Vane _____
- Grill Dividers: _____
- Cupola _____
- # Snow Load _____ mph Wind Load
- Set _____ Engineered Drawings
- Gutters: _____
- Roof Insulation _____

FRIGHT FCP MATERIALS TO JOBSITE, LABOR & EQUIP. TO REMOVE & REPLACE EXISTING BARN B AS PER ATTACHED ENGINEERING, CERTIFIED WELDING OF NEW FCP CC TO EXISTING WELD PLATE ONLY, STD WORK HRS, NO HOLIDAYS
PRICE IS CONTIGENT ON RECEIVING LETTER OF INTENT ON OR BEFORE 3-01-23 AND RECEIVING DOWN PAYMENT LISTED
HEREIN ON OR BEFORE TWO WEEKS PRIOR TO COMMENCEMENT, ALL DEMO ITEMS BECOME COFFMAN BARNS PROPERTY.
Not Included: Permits, engineering, storage, retention, security services or site fencing, sales/use tax, repairs, modifications or replacement of any existing to foundations, underground utilities, Davis Bacon wages, non-continuous work schedule, replacement or replacement or modification to existing foundations & embedded weld plates, bonding, special inspections or testing, removal of any hazardous materials.

Price Includes (" "):

- Material Tax Freight Engineering Installation Permit Site Prep Foundation Plumbing Electrical

FOR THE TOTAL SUM OF: ONE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FIVE AND NO/100 DOLLARS \$173,305.00

Payments to be made payable to **Coffman Barns** as follows:

Engineer'g N/A Down Payment: **\$25,000.00** Due at Shipment : \$99,800.00 Upon Completion: \$48,505.00

In the event Customer fails to make payments as set forth above, Coffman Barns shall have the right to reclaim the barn and/or component fabrication and to enter upon the premises where said barn and/or component fabrication is located for said purpose.

NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. All installations (if included) are performed under R.D. Coffman Ent. Inc. DBA Coffman Barns. The Production payment and Fabrication Release must be received within 30 days of completion of engineering or this contract may be subject to price increases. Upon completion of a barn and/or component fabrication, Coffman Barns will give notification of time and date of delivery. If a customer cannot accept delivery within 5 days of notification the shipping payment must be made to Coffman Barns. This contract is subject to storage fees of 10% of contract for each month stored at yard beyond 30 days after completion. Any occupancy of barn constitutes acceptance of barn and all payments are due in full prior to occupancy. Any payment not paid when due shall bear interest on the unpaid balance from the date due at a rate of 18% per annum. Coffman Barns shall be entitled to receive its Attorney's Fees as a part of any recovery. This agreement shall be deemed to have been entered in Maricopa County, Arizona. In case of customer cancellation, deposits/payments are not 100% refundable. Unless otherwise specified, this contract does not include grading, foundations, soil tests, electrical, plumbing or painting. Owner is responsible to obtain any permits required and provide a level (within 2"), 95% compacted building site, with a minimum 12' wide x 12' high access to drive Coffman Barns delivery trucks within 25' of foundation site. If access is not available, customer agrees to pay an additional costs incurred to have materials delivered to foundation site. Customer releases Coffman Barns from responsibility for damage by Coffman Barns trucks/equipment to driveways, waterlines or other property while delivering product. Upon delivery of product owner assumes responsibility for any loss due to theft, wind, fire or other contingencies beyond Coffman Barns control. Non-engineered projects must be released for production within 30 days of acceptance of this proposal or will be subject to price changes that Coffman Barns may require. Customer guarantees this contract does not violate agreements or contracts with other companies. Customer will indemnify, save harmless and defend Coffman Barns, its sub-contractors and it's suppliers from all liability from loss, damage, or injury to persons, livestock or property in any manner arising out of or incident to the ownership, construction of or use of the barn and materials purchased from Coffman Barns or the performance of this agreement, including without limitation all consequential damages, unless resulting from the gross negligence of Coffman Barns, its sub-contractors, manufacturer or it's suppliers. Coffman Barns makes no warranties, express or implied, other than those contained in the written limited warranty provided by it's manufacturer and/or Suppliers, other than as set forth in the written limited warranty, customer assumes the entire risk of loss or destruction of or any damage to the materials purchased from Coffman Barns and stored at customers direction. Customer agrees to insure the real property and the barn and other materials located thereon against loss or damage, loss of use and against liability arising from the use of the barn or for injuries to persons or livestock or property damage resulting from the use of the barn or materials supplied by Coffman Barns and that such insurance proceeds shall be the sole and only recovery available to the customer or those claiming personal injury or property damage resulting from the use of the barn or materials. This instrument contains the entire agreement between the parties relating the the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the parties of this contract.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Upon your signature, this document becomes a legal and binding contract subject to final approval of Coffman Barns, not its Field Representatives.

Coffman Barns Final Approval X _____ Date _____

SALESMAN'S SIGNATURE _____ DATE _____

CUSTOMER'S SIGNATURE _____ DATE _____

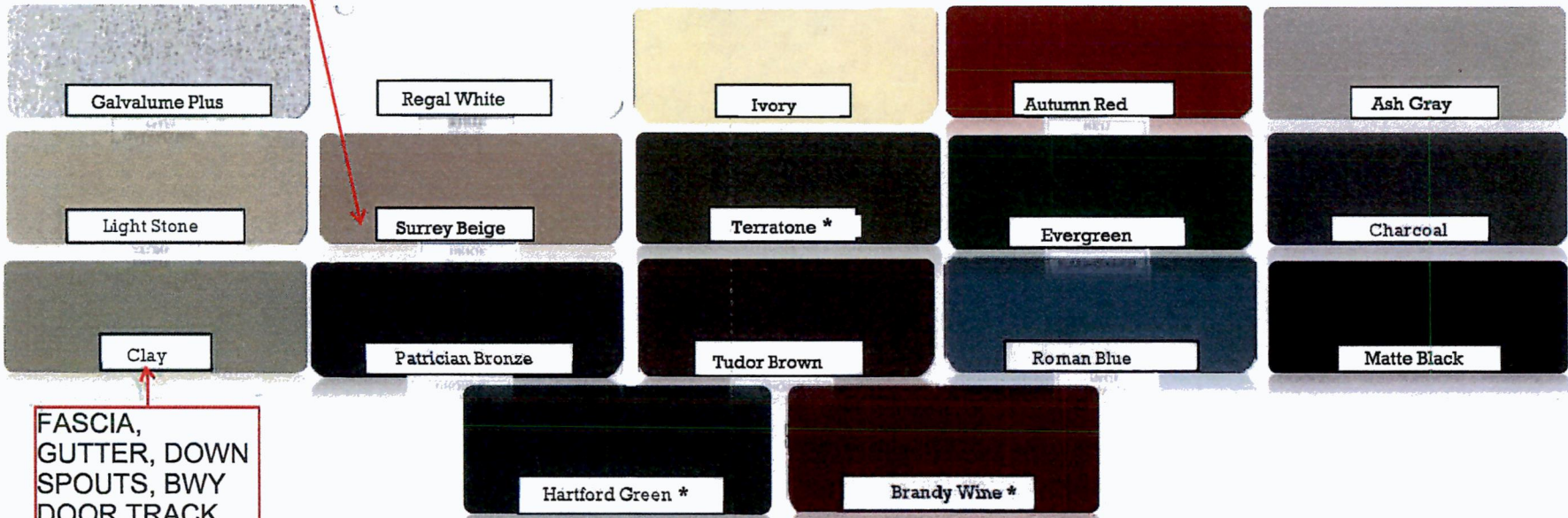
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY COFFMAN BARNS IF NOT ACCEPTED WITHIN

Contract No. 2021-045-COS-A2
10 DAYS.
 Exhibit A.2
 Page 6 of 11

WW BARN B
021923-RC



ROOFING &
RIDGE CAP



FASCIA,
GUTTER, DOWN
SPOUTS, BWY
DOOR TRACK
COVER

Roofing , Gutter & Trim Colors

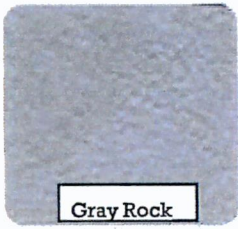
* TERRATONE, HARTFORD GREEN AND BRANDYWINE ARE PREMIUM COLORS AND 25% COST UPGRADE



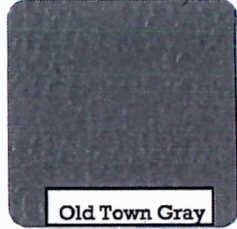
WW- BARN B
021923-RC



Zincalume



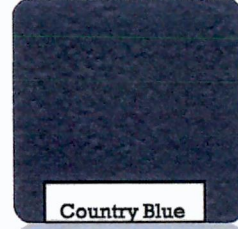
Gray Rock



Old Town Gray



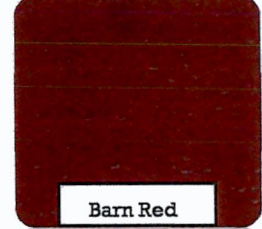
Slate Gray



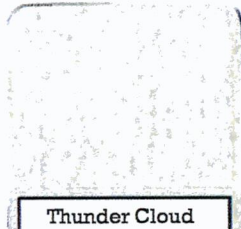
Country Blue



Forest Green



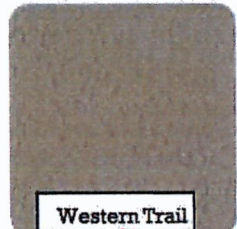
Barn Red



Thunder Cloud



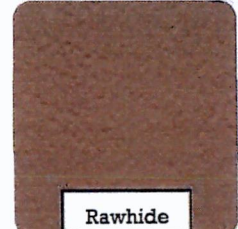
Stone



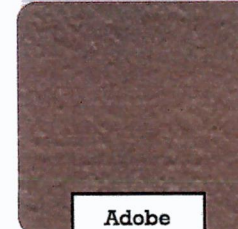
Western Trail



Buckskin



Rawhide



Adobe



Camel

Stall Frts/Ext Wall
Interior Gables

Exterior Gables

Painted Steel Siding Colors





Color Selections

10/15/21

Name City of Scottsdale @ Westworld C/O Caruso Construction
 Street 16601 N. Pima Rd.
 City Scottsdale State AZ ZIP 858260

Dealer Job # 061522-RC
 FCP Job # _____
 Date 7-7-22 FINAL COLOR UPDATE

Laminated Walls	Color / Option	Insulated?	Notes
Exterior Walls	WESTERN TRAIL		
Clearspan Interior			
Gable Exterior	CAMEL		
Gable Interior	WESTERN TRAIL		
Stall Front	WESTERN TRAIL		
Stall Interior	ZINC		
Tack Interior			
Office Interior			
Bath Interior			
Lounge Interior			
Living Quarters Interior			
Utility / Storage Interior			
Wash Interior			
Groom Interior			
Breezeway up to 8' High			
Breezeway over 8' High			
Breezeway Door Exterior	WESTERN TRAIL		
Breezeway Door Interior	WESTERN TRAIL		
Rear Door Exterior			
Shutter / Dutch Exterior	WESTERN TRAIL		
Shutter / Dutch Interior	ZINC		
Round Pen Exterior			
Round Pen Interior			
Other			

Roofing & Siding	Color	Profile / Style	Insulation and Decking Notes
Roof Sheets	SURREY BEIGE	MULTI RIB PBR	
Gable End Trim	CLAY	SCULPTED FASCIA	
Gutter	CLAY	WM SCULPTED GUTTER	
Downspouts	CLAY	3"X3"	
Ridge Cap	SURREY BEIGE	STD	
Wall Sheets			
Wall Trim			
Cupola Roof			
Cupola Walls			
Cupola Base			
Cupola Weathervane		Black Horse is Standard	

Other Notes

CLAY- BWY DOOR TRACK COVER

Customer / Dealer Signature 

Date Signed 07-12-22 Exhibit A.2

Contract No. 2021-045-COS-A2



www.LucentElectric.net

1034 E. Cloud Rd. Phoenix Az. 85086

AZ ROC Lic#281690

480-227-9532

Electrical Project Proposal

Project	City of Scottsdale (Renovate West World Horse Barn, each)
Project Location	16601 N. Pima Road, Scottsdale, AZ. 85260
Scope of Work	Electrical repair work for insurance scope
Date Submitted	03-05-2022
Description Drawings Used	n/a
Proposal Submitted To	Caruso Construction
Proposal Valid	30 Days (from this proposal date)
Proposal Submitted By	Bryan Parks bparks@lucentelectric.net

Work Scope Details/Cost

This proposal scope of work is for the electrical renovation work of each Barn to include:

- Remove/save existing electrical panel (for future reinstall)
- Re-wire existing feeders to maintain power to other existing barns not in this scope
- All other electrical demo by others (after made safe), no existing electrical conduit/wiring is to be saved for future use.
- Any/all existing fire alarm &/or PA devices wiring that needs to be saved for future use to be removed/saved by fire alarm contractor &/or PA special systems contractor (No fire alarm or PA systems scope in this proposal scope).
- Installation of new electrical conduit/wiring for new outlets/devices
- Provide & install all new lighting fixtures and emergency fixtures
- Reinstall existing panel to new building
- All conduit to be 3/4"
- All devices to be GFCI's
- All wire to be stranded

Total L&M \$75,500

EXHIBIT C.2
TOTAL GMP SUMMARY

The full GMP 1 and Change Order 1 are available with the City and the contractor.

GMP 2 SUMMARY		
	COST OF THE WORK - DIRECT COSTS	AMOUNT
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$ 3,546,998
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ 0
C	Total Cost of the Work (A+B)	\$3,546,998
	INDIRECT COSTS	AMOUNT
D	General Conditions (Negotiated Amount)	\$ 176,837
E	Total Cost of the Work + General Conditions Fee (C+D)	\$3,723,835
F	CMAR Construction Fee (% of E or Negotiated Fixed Fee)	\$ 291,700
G	Payment and Performance Bonds (On E. Total Cost of the Work + General Conditions Fee)	\$ 53,032
H	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$ 112,460
I	Subtotal Direct + Indirect Costs (E+F+G+H)	\$4,181,027
J	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 218,772
K	Project Subtotal (I+J)	\$4,399,799
L	CITY'S PROJECT CONTINGENCY (As determined by the City)	\$219,990
M	TOTAL GMP 2 (Not to Exceed) (K+L)	\$4,619,789
N	GMP 1 Barn "A" approved	\$715,401
O	CO 1 Footing modifications, electrical and fire suppression Barn "A"	\$415,646
P	CONTRACT TOTAL	\$5,750,836