



**FRESNO COUNTY ZOO AUTHORITY**

**AGENDA**

**9:00 AM, Wednesday, April 26, 2017**

**NOTICE: SPECIAL LOCATION FOR THIS MEETING ONLY**

**Fresno Chaffee Zoo**

**African Adventure Kopje Lodge Simba Room**

**84 West Belmont Ave, Fresno, CA 93728**

**(559) 498-5910**

**1. Call to Order**

**2. Public Comments**

This time is made available to receive comments from the public on matters within the Board's jurisdiction that are not on the Agenda. Attention is called to the fact that the Board is prohibited from taking any action on matters that are not on the Agenda. Members of the public are limited to three minutes to speak during Public Comments as well as for each item on the agenda. In order to accurately record the minutes, members of the public are asked to speak only from the podium. Before beginning comments, please state for the record your name and affiliation, if any.

**3. Consent Agenda**

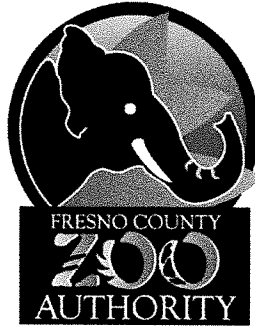
These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of the Consent Calendar.

- a. Review and approve minutes of January 25, 2017
  - b. Review and approve payment of County of Fresno invoice for Professional and Specialized Services in the amount of \$24,878.46 for January and February 2017
  - c. Receive Treasurer's Reports for November, December, and Quarter Ending December 2016
- 4. Fresno Chaffee Zoo Director's report**
- 5. Receive Fresno's Chaffee Zoo Corporation Chief Financial Officer report for January, February and March 2017**

6. Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$3,568,675.00 for design of African River
7. Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$888,955.56 for design of the Animal Nutrition Center
8. Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$110,066.00 for design of Orangutan Exhibit enhancements
9. Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$3,063,804.58 for construction of Water Play Area
10. Receive staff reports
11. Approve next meeting date  
Adopted dates include:
  - Wednesday, May 31, 2017
  - Wednesday, June 28, 2017
  - Wednesday, July 26, 2017
12. Fresno Chaffee Zoo Director's report on updated Master Plan
13. Chair's comments
14. Board Member comments
15. Adjourn for tour of Zoo

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, 93721, during regular business hours.

For further information, please contact Catherine Crosby, Zoo Authority Coordinator, at 600-4305, email [zooauthority@co.fresno.ca.us](mailto:zooauthority@co.fresno.ca.us), or visit [www.zooauthority.org](http://www.zooauthority.org). Requests for disability-related modification or accommodation needed in order to participate in the meeting must be made to the Zoo Authority Coordinator no later than 9:00 a.m. on the day prior to the meeting.



**FRESNO COUNTY ZOO AUTHORITY**

**ACTION SUMMARY MINUTES**

**9:00 AM, Wednesday, January 25, 2017**

Fresno County Employees' Retirement Association

1111 H Street, Fresno, CA 93721

(559) 457-0681

1. Call to Order

**CHAIRMAN MICHELLE ROMAN CALLED THE MEETING TO ORDER AT 9:05 AM. A QUORUM WAS PRESENT INCLUDING THE CHAIRMAN AND MEMBERS GERALD LYLES, KENT STRATFORD, PAUL TOSTE AND RALPH WATERHOUSE. MEMBERS HERZOG AND BRAND, AND ALTERNATE MEMBER BAINES WERE ABSENT.**

0:00:23

2. Nominations and election of 2016 Chairman and Vice Chairman

**MEMBER ROMAN WAS NOMINATED FOR CHAIRMAN BY MEMBER TOSTE AND SECONDED BY MEMBER LYLES. APPROVED UNANIMOUSLY; MEMBERS HERZOG AND BRAND, AND ALTERNATE MEMBER BAINES WERE ABSENT.**

**MEMBER TOSTE WAS NOMINATED FOR VICE CHAIRMAN BY MEMBER LYLES AND SECONDED BY MEMBER WATERHOUSE. APPROVED UNANIMOUSLY; MEMBERS HERZOG AND BRAND, AND ALTERNATE MEMBER BAINES WERE ABSENT.**

0:02:05

3. Recognition of outgoing Board Member Ashley Swearengin

**CHAIRMAN ROMAN MENTIONED THE EFFORT TO PRESENT A PLAQUE TO OUTGOING MEMBER MAYOR SWEARENGIN AT CITY HALL IN EARLY JANUARY THAT UNFORTUNATELY WAS UNSUCCESSFUL. MS SWEARENGIN WAS NOT ABLE TO ATTEND TODAY'S MEETING, BUT THE PLAQUE WILL BE PRESENTED TO HER AT A LATER DATE.**

0:03:06

4. Public Comments

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Before beginning comments, please state for the record your name and affiliation, if any.

**HELD, NONE RECEIVED.**

0:03:41

5. Consent Agenda

These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of the Consent Calendar.

**MEMBER TOSTE MOVED FOR APPROVAL. SECONDED BY MEMBER WATERHOUSE, THE MOTION PASSED UNANIMOUSLY AND WITHOUT COMMENT. MEMBERS HERZOG AND BRAND, AND ALTERNATE MEMBER BAINES WERE ABSENT.**

- a. Review and approve minutes of December 14, 2016
- b. Review and approve payment of County of Fresno invoice for Professional and Specialized Services in the amount of \$19,750,06 for November and December 2016
- c. Receive Treasurer's Reports for November, December, and Quarter Ending December 2016

0:04:27

Mr. Herzog arrived during Item 6.

6. Receive report from Fresno County Employee's Retirement Association Administrator Donald Kendig on the status of the Association's new building

**RECEIVED; MR. KENDIG REPORTED ON CONSTRUCTION AND THE EXPECTED AMENITIES FOR THEIR OFFICES NEAR PALM AND NEES AVENUES IN THE PINEDALE AREA CHAIRMAN ROMAN THANKED MR. KENDIG FOR FCERA'S GENEROSITY ALLOWING THE AUTHORITY TO USE THEIR CURRENT AND FUTURE FACILITIES.**

0:24:19

7. Fresno Chaffee Zoo Director's report

**RECEIVED; IN THE ABSENCE OF DIRECTOR SCOTT BARTON, CHIEF FINANCIAL OFFICER BRIAN GOLDMAN REPORTED THAT THE FINAL ATTENDANCE FIGURE FOR CALENDAR YEAR 2016 WAS A RECORD 964,000; AND IN THE 12-MONTH PERIOD OF OCTOBER 2015-SEPTEMBER 2016, ATTENDANCE WAS 1,020,000. THE LION CUB IS DOING WELL AND WILL BE ON EXHIBIT WITH WARMER WEATHER. A 60-POUND RHINO WAS BORN YESTERDAY AND IS ALSO DOING WELL. REQUESTS FOR ARCHITECTS' PROPOSALS FOR THE DESIGN OF THE ASIA AREA HAVE BEEN RECEIVED AND ARE BEING CONSIDERED BY THE SELECTION COMMITTEE FOR INVITATIONS TO PRESENT DESIGNS. OTHER PROJECTS IN VARIOUS STAGES, INCLUDING THE WATER PLAY AREA, STORM DRAIN AND AFRICAN RIVER. MR. GOLDMAN SAID HE WAS WORKING ON ACCOUNTING FOR THE MONEY IN THE CONTINGENCY FUND WAS SPENT FOR AFRICAN ADVENTURE WITH THE PROJECT MANAGER.**

**AFTER COMMENTS FROM MEMBER TOSTE, ZOO CORP COUNSEL DOUG LARSON, ZOO CORP CHAIRMAN JOHN VALENTINO, AND AUTHORITY COUNSEL JANE SMITH, THE CHAIRMAN GAVE DIRECTION TO COUNSEL TO LOOK INTO WHETHER THE AUTHORITY IS ENTITLED TO SEE THE SETTLEMENT AGREEMENT.**

0:32:45

8. Receive Fresno's Chaffee Zoo Corporation Chief Financial Officer's report for November and December 2016

**RECEIVED; CHIEF FINANCIAL OFFICER BRIAN GOLDMAN REVIEWED THE DECEMBER REPORT, CLARIFYING THAT THE FIGURES ARE NOT YET FINAL, AND DO NOT REFLECT THE \$1.5M FOR SHARED COSTS THAT THE CITY OF FRESNO HAS RECENTLY REIMBURSED THE ZOO. WITH ATTENDANCE OVER 100,000 MORE THAN EXPECTED AND 19% HIGHER THAN IN**



**2015, SELF-GENERATED REVENUE WAS \$1.25M GREATER THAN BUDGETED, AND THE BUDGET SURPLUS WAS OVER \$2M. ADMISSIONS REVENUE WAS 69% GREATER AND GIRAFFE FEEDING AND CONCESSIONS WERE 120% AND 89% GREATER, RESPECTIVELY, THAN IN 2015. MR. GOLDMAN AND MEMBERS DISCUSSED THE \$1.5M FUNDS FROM THE CITY OF FRESNO FOR SHARED COSTS FOR INFRASTRUCTURE COMPLETED AND PLANNED WITHIN ROEDING PARK. ALISHA ANDERSON REPORTED ON THE SUCCESS OF THE CHRISTMAS ZOO LIGHTS. MEMBER LYLES ASKED ABOUT THE EFFECT OF THE FUTURE OLIVE AVENUE OVERPASS TO ACCOMMODATE HIGH SPEED RAIL AND ITS EFFECT ON THE ENTRANCE TO THE PARK.**

**PUBLIC COMMENT WAS RECEIVED FROM CITIZEN ALBERT SANCHEZ.**

0:44:05

9. Approve Fresno Chaffee Zoo fiscal year 2017 Measure Z Operating funds totaling \$4,522,000 for reimbursement of Animal and Veterinary salary and benefits, Animal Food, Utilities, and bank fees to wire reimbursement funds to the Zoo

**MR. GOLDMAN REVIEWED SOME OF THE ZOO'S HIGHLIGHTS FOR 2016, INCLUDING MEMBERSHIP REVENUE AND ATTENDANCE (OCTOBER 2015-SEPTEMBER 2016) THAT EXCEEDED ONE MILLION IN INCOME AND VISITORS; GROUP EVENT/FACILITY RENTAL REVENUE UP 84% AND CONCESSIONS PER CAPITA REVENUE UP 60% OVER 2015; AND THE EXPECTED IMPACT OF THE LION AND RHINO BIRTHS. THE 2017 BUDGET ANTICIPATES ATTENDANCE TO EQUAL 2016, AND THE ADDITION OF 6 FULL- AND 5 PART-TIME EMPLOYEES, FOR A TOTAL OF 142 AND 87, RESPECTIVELY. MEASURE Z FUNDS, AS A PERCENTAGE OF THE TOTAL OPERATING BUDGET, IS 2% LESS THAN LAST YEAR, WITH THE GOAL OF CONTINUING TO REDUCE DEPENDENCE ON MEASURE Z. COMMENTS WERE MADE BY MEMBERS TOSTE AND LYLES REGARDING THE MEASURE Z FUND BUDGET-TO-ACTUAL VARIANCES FOR SEPTEMBER AND DECEMBER FROM PAGE 3 OF ITEM 5C.2. AUTHORITY TREASURER MEGAN MARKS STATED SHE WAS MONITORING IT.**

Vote 1:05

**MEMBER TOSTE MOVED FOR APPROVAL. SECONDED BY MEMBER WATERHOUSE, THE MOTION PASSED UNANIMOUSLY. MEMBERS BRAND AND ALTERNATE MEMBER BAINES WERE ABSENT.**

1:05:20 Member Stratford left the meeting during Item 56.

10. Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$670,031.45, including \$488,510.05 for a Storm Drain Pipeline Extension and \$181,521.40 for infrastructure work for the future Water Play Area

**MR. GOLDMAN PRESENTED THE REQUEST FOR TWO SEPARATE BUT RELATED PROJECTS TO BEGIN NEXT WEEK AND TO BE DONE CONCURRENTLY FOR COST SAVINGS AND EFFICIENCY. HOWEVER, BASED ON A RECENT CITY OF FRESNO REIMBURSEMENT FOR 65.6% OF THE COSTS FOR THE STORM DRAIN PIPELINE EXTENSION SHARED WITH THE ZOO, THAT ACTUAL COST WAS NOW \$168,047.05, REVISING THE TOTAL REQUESTED AMOUNT TO \$349,568.45.**

**AFTER QUESTIONS AND DISCUSSION BY MEMBERS LYLES, TOSTE AND HERZOG REGARDING PONDING BASINS, PARKING, A PEDESTRIAN CROSSING AT BELMONT, CONTRACTS, LINE ITEMS, CONTINGENCY AND RETENTION FUNDS, MEMBER LYLES MOVED FOR APPROVAL OF THE REVISED REQUEST FOR \$349,568.45. SECONDED BY MEMBER HERZOG, THE MOTION PASSED. MEMBERS BRAND, STRATFORD AND ALTERNATE MEMBER BAINES WERE ABSENT.**

1:29:15

11. Receive staff reports

**RECEIVED; BOARD COORDINATOR CATHY CROSBY REPORTED THAT: ANNUAL REPORTS WOULD BE MAILED OUT TO CITY COUNCILS AND MEDIA THIS WEEK AND THE BOARD OF SUPERVISORS CHAIRMAN HAD REQUESTED THAT THE AUTHORITY'S ANNUAL REPORT BE PLACED ON THEIR REGULAR AGENDA. SHE REMINDED MEMBERS ABOUT COMPLETING FORM 700s AND AFFIDAVITS; AND CONGRATULATED MR HERZOG ON HIS RE-APPOINTMENT TO THE AUTHORITY BOARD.**

1:33:42

12. Approve next meeting date

Adopted dates include:

Wednesday, February 22, 2017

Wednesday, March 29, 2017

Wednesday, April 26, 2017

**AFTER DISCUSSION, MEMBER LYLES MOVED TO DELETE THE FEBRUARY MEETING AND MEET NEXT ON MARCH 29. SECONDED BY MEMBER WATERHOUSE, THE MOTION WAS UNANIMOUS. MEMBERS BRAND, STRATFORD AND ALTERNATE MEMBER BAINES WERE ABSENT.**

1:35:50

13. Chair's comments

**RECEIVED; CHAIRMAN ROMAN THANKED MEMBERS FOR RE-APPOINTING HER.**

1:36:10

14. Board Member comments

**HELD; NONE RECEIVED.**

1:36:19

15. Adjourn

**THERE BEING NO FURTHER BUSINESS BEFORE THE BOARD, THE CHAIRMAN ADJOURNED THE MEETING AT 10:41 AM.**

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, 93721, during regular business hours.

For further information, please contact Catherine Crosby, Zoo Authority Coordinator, at 600-4305, email [zooauthority@co.fresno.ca.us](mailto:zooauthority@co.fresno.ca.us), or visit [www.zooauthority.org](http://www.zooauthority.org). Requests for disability-related modification or accommodation needed in order to participate in the meeting must be made to the Zoo Authority Coordinator no later than 9:00 a.m. on the day prior to the meeting.



Invoice for Professional Services in Support of the Zoo Authority  
Billing Hours and Expenses for January and February 2017

Invoice Number  
0102-ZOO-022617

**April 26, 2017**

TO: Zoo Authority Board  
c/o County of Fresno  
2220 Tulare St, 6th Floor MS 214  
Fresno, CA 93721

Department / Title	Hours	Rates	Cost	Fiscal Year 16-17
<i>Financial Reporting and Audits</i>				
<i>Division Chief</i>	0.50	\$92.49	\$46.25	
<i>Division Manager</i>	0.75	\$91.80	\$68.85	
<i>Senior Accountant</i>	23.50	\$80.92	\$1,901.62	
<i>Accountant II</i>	1.50	\$74.80	\$112.20	
<i>Accountant I</i>	49.00	\$62.78	\$3,076.22	
<i>Public Works and Planning</i>				
<i>Div. Mgr., Capital Projects</i>	0.50	\$150.15	\$75.08	
<i>Analyst III, Capital Projects</i>	188.60	\$100.68	\$18,988.25	
<i>County Counsel</i>				
<i>Deputy County Counsel</i>	5.00	\$122.00	\$610.00	
<b>Professional Services Total</b>	<b>269.35</b>		<b>\$24,878.46</b>	<b>\$83,469.96</b>

*No office expenses for this period*

<b>Office Expense Total</b>	<b>\$0.00</b>	<b>\$8,847.10</b>
	<b>\$24,878.46</b>	<b>\$92,317.06</b>
	<b>Invoice Total</b>	<b>FY 16-17 Total</b>



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended January 31, 2017**

Summary of Measure Z Proceeds			
Tax Proceeds Received:			
-	Measure Z - Sales Tax Proceeds	\$	955,400.00
	Total Proceeds Received:	\$	955,400.00
Tax Proceeds Allocated:			
-	Allocation to Zoo Authority Fund (2%)		19,108.00
-	Allocation to Trust Fund for Operations and Capital Projects (98%)		936,292.00
	Total Proceed Allocations	\$	955,400.00
Cash Balance by Fund			
<b>Zoo Authority Fund</b>			
	>> <b>Administrative Fund</b>	2%	
	Beginning Cash Balance	\$	1,326,927.93
Receipts:	- Measure Z Sales Tax Proceeds		19,108.00
	- Interest Received		757.81
Disbursements:	- PeopleSoft Financial Charges		(30.08)
	Net Increase/(Decrease) to Cash		19,835.73
	<b>Ending Cash Balance - Zoo Authority Administrative Fund</b>	\$	<b>1,346,763.66</b>
<b>Trust Fund for FCZC Operations and Capital Projects</b>			
	98%		
	Beginning Cash Balance	\$	27,818,675.91
	>>> <b>Operations Fund</b>		
	Beginning Cash Balance		6,347,852.83
Receipts:	- Measure Z Sales Tax Proceeds		312,097.33
	- Interest Received		3,489.29
	- FCZC Operations Claim # 2016-11		(357,465.82)
	- Wire Fees		(10.00)
	Net Increase/(Decrease) to Cash		(41,889.20)
	<b>Ending Cash Balance - Available for Operations</b>	\$	<b>6,305,963.63</b>
	>>> <b>Capital Facilities Project Fund</b>		
	Beginning Cash Balance	\$	21,470,823.08
Receipts:	- Measure Z Sales Tax Proceeds		624,194.67
	- Interest Received		11,744.62
	Net Increase/(Decrease) to Cash		635,939.29
	<b>Ending Cash Balance - Available for Capital Projects</b>		<b>22,106,762.37</b>
	<b>Ending Balance Available for Operations and Capital Projects</b>	\$	<b>28,412,726.00</b>
	<b>Total Interest Received During the Month</b>		<b>15,991.72</b>

By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.319 as of December 31, 2016.



## Fresno County Zoo Authority

### SUMMARY OF MEASURE Z SALES TAX PROCEEDS

	PRIOR FISCAL YEARS				CURRENT FISCAL YEAR			
	2013-2014	2014-2015	2015-2016	2016-2017				
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGETED	ACTUAL	BUDGET TO ACTUAL
	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	VARIANCE
July	\$ 903,500	\$ 864,900	\$ 900,800	\$ 909,808	\$ 952,000	\$ 42,192	\$ 42,192	4.64%
August	1,106,000	1,149,600	1,201,100	1,213,111	1,269,300	56,189	56,189	4.63%
September	1,097,605	1,199,226	1,408,037	1,422,117	1,181,071	(241,046)	(241,046)	-16.95%
October	857,400	879,100	911,400	920,514	941,400	20,886	20,886	2.27%
November	1,143,200	1,172,100	1,215,200	1,251,656	1,255,200	3,544	3,544	0.28%
December	1,076,977	1,147,219	1,306,493	1,332,623	1,188,304	(144,319)	(144,319)	-10.83%
January	836,700	884,100	915,800	934,116	955,400	21,284	21,284	2.28%
February	1,101,200	1,178,800	1,221,000	1,245,420				
March	1,113,584	1,087,121	1,226,517	1,214,252				
April	788,000	804,100	819,500	811,305				
May	1,050,600	1,072,100	1,092,700	1,081,773				
June	1,139,360	1,231,366	1,374,748	1,236,000				
Total	\$ 12,214,126	\$ 12,669,732	\$ 13,593,295	\$ 13,572,695	\$ 7,742,675	\$ (241,270)	\$ (241,270)	-11.37%

**TOTAL MEASURE Z PROCEEDS FROM INCEPTION      \$    133,402,364**



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended January 31, 2017**

Summary of Quarter Three Interest Receipts					
Fund	Subclass	Description	1st Alloc. Jan	2nd Alloc. March	Interest Received
4845	10000	Zoo Authority	\$ 757.81	\$ -	\$ 757.81
4850	10000	FCZC - Operations	3,489.29	-	\$ 3,489.29
4850	42700	FCZC - CP	11,744.62	-	\$ 11,744.62
<b>Total</b>			<b>\$ 15,991.72</b>	<b>\$ -</b>	<b>\$ 15,991.72</b>
<b>January to March</b>					



**Fresno County Zoo Authority  
Capital Projects Fund Cash Flow  
For the Month Ended January 31, 2017**

Cash Balance as of 2/1/2017 \$ 22,106,762

**DEDUCTIONS (earmarked projects, paid through claim 2016-01C):**

2017 Storm Drain Pipeline Extension	168,047
2017 Water Play Area	181,521
2017 Warthog Exhibit-October 2016	85,250
2017 Dino Dig Expansion-June 2016	195,000
2016 Animal Acquisition-September 2015	35,462
2016 Tiger Exhibit Expansion-December 2014	31,120
2015 Utility Design-March 2015	53,416
2015 Animal Acquisition-February 2015	23,000

**Total Deductions:**

\$ (772,816)

**TOTAL:**

\$ 21,333,946



**Fresno County Zoo Authority  
Operations Fund Cash Flow  
For the Month Ended January 31, 2017**

**Cash Balance as of 2/1/2017** **\$ 6,305,964**

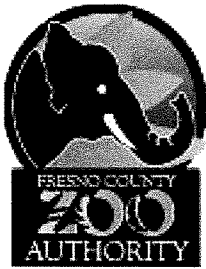
**DEDUCTIONS (Remaining budgets, paid through claim 2016-11):**

2017 Animal	3,329,896
2017 Veterinary	403,330
2017 Utilities	388,654
2017 Animal Feed	400,000
2017 Interest/Bank Charges	120
2016 Animal	332,249
2016 Veterinary	4,800
2016 Utilities	-
2016 Animal Feed	-
2016 Interest/Bank Charges	200

**Total Deductions:** \$ (4,859,249)

**TOTAL:** \$ 1,446,715





**Fresno County Zoo Authority  
Administration Fund Cash Flow  
For the Month Ended January 31, 2017**

**Cash Balance as of 2/1/2017** \$ 1,346,764

**DEDUCTIONS (Remaining budgets, paid through claim 1112-ZOO-0125017):**

2017 Telephone Charges	250
2017 Memberships	500
2017 Office Expense	2,670
2017 Postage	1,000
2017 PeopleSoft Financials Charges	432
2017 Professional Services	179,483
2017 Data Processing Services	1,500
2017 Publications & Legal Notices	500
2017 Trans, Travel & Education	2,500
2017 Appropriation for Contingencies	91,421
2016 Telephone Charges	500
2016 Memberships	1,000
2016 Postage	1,288
2016 PeopleSoft Financials Charges	119
2016 Professional Services	17,889
2016 Data Processing Services	3,000
2016 Publications & Legal Notices	1,000
2016 Trans, Travel & Education	5,000

**Total Deductions:** \$ (310,053)

**TOTAL:** \$ 1,036,711



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended February 28, 2017**

Summary of Measure Z Proceeds			
Tax Proceeds Received:			
-	Measure Z - Sales Tax Proceeds		\$ 1,273,900.00
	Total Proceeds Received:		\$ 1,273,900.00
Tax Proceeds Allocated:			
-	Allocation to Zoo Authority Fund (2%)		25,478.00
-	Allocation to Trust Fund for Operations and Capital Projects (98%)		1,248,422.00
	Total Proceed Allocations		\$ 1,273,900.00
Cash Balance by Fund			
<b>Zoo Authority Fund</b>			
	>> Administrative Fund	2%	
	Beginning Cash Balance		\$ 1,346,763.66
Receipts:	- Measure Z Sales Tax Proceeds		25,478.00
Disbursements:	- PeopleSoft Financial Charges		(42.62)
	- ZA Postage Reimbursement		(215.84)
	- ZA Office Expense		(29.25)
	- Zoo Authority Claim #1112-ZOO-0125017		(19,750.06)
	- Zoo Authority Claim #0608-ZOO-121416		(27,581.18)
	Net Increase/(Decrease) to Cash		(22,140.95)
	<b>Ending Cash Balance - Zoo Authority Administrative Fund</b>		<b>\$ 1,324,622.71</b>
<b>Trust Fund for FCZC Operations and Capital Projects</b>			
	98%		
	Beginning Cash Balance		\$ 28,412,726.00
	>>> Operations Fund		
	Beginning Cash Balance		6,305,963.63
Receipts:	- Measure Z Sales Tax Proceeds		416,140.67
	Net Increase/(Decrease) to Cash		416,140.67
	<b>Ending Cash Balance - Available for Operations</b>		<b>\$ 6,722,104.30</b>
	>>> Capital Facilities Project Fund		
	Beginning Cash Balance		\$ 22,106,762.37
Receipts:	- Measure Z Sales Tax Proceeds		832,281.33
	- Interest Received		-
	Net Increase/(Decrease) to Cash		832,281.33
	<b>Ending Cash Balance - Available for Capital Projects</b>		<b>22,939,043.70</b>
	<b>Ending Balance Available for Operations and Capital Projects</b>		<b>\$ 29,661,148.00</b>
	<b>Total Interest Received During the Month</b>		<b>-</b>

By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.319 as of December 31, 2016.

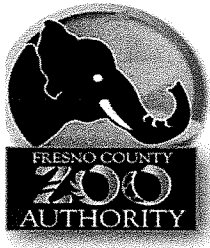


## Fresno County Zoo Authority

### SUMMARY OF MEASURE Z SALES TAX PROCEEDS

	PRIOR FISCAL YEARS				CURRENT FISCAL YEAR			
	2013-2014	2014-2015	2015-2016	2016-2017				
	ACTUAL TAX RECEIPTS	ACTUAL TAX RECEIPTS	ACTUAL TAX RECEIPTS	BUDGETED TAX RECEIPTS	ACTUAL TAX RECEIPTS	BUDGET TO ACTUAL VARIANCE		
July	\$ 903,500	\$ 864,900	\$ 900,800	\$ 909,808	\$ 952,000	\$ 42,192	4.64%	
August	1,106,000	1,149,600	1,201,100	1,213,111	1,269,300	56,189	4.63%	
September	1,097,605	1,199,226	1,408,037	1,422,117	1,181,071	(241,046)	-16.95%	
October	857,400	879,100	911,400	920,514	941,400	20,886	2.27%	
November	1,143,200	1,172,100	1,215,200	1,251,656	1,255,200	3,544	0.28%	
December	1,076,977	1,147,219	1,306,493	1,332,623	1,188,304	(144,319)	-10.83%	
January	836,700	884,100	915,800	934,116	955,400	21,284	2.28%	
February	1,101,200	1,178,800	1,221,000	1,245,420	1,273,900	28,480	2.29%	
March	1,113,584	1,087,121	1,226,517	1,214,252				
April	788,000	804,100	819,500	811,305				
May	1,050,600	1,072,100	1,092,700	1,081,773				
June	1,139,360	1,231,366	1,374,748	1,236,000				
Total	\$ 12,214,126	\$ 12,669,732	\$ 13,593,295	\$ 13,572,695	\$ 9,016,575	\$ (212,790)	-10.02%	

TOTAL MEASURE Z PROCEEDS FROM INCEPTION      \$    134,676,264



**Fresno County Zoo Authority**  
**Treasurer's Report**  
**Unaudited Cash Basis**  
**For the Month Ended February 28, 2017**

Summary of Quarter Three Interest Receipts					
Fund	Subclass	Description	1st Alloc. Jan	2nd Alloc. March	Interest Received
4845	10000	Zoo Authority	\$ 757.81	\$ -	\$ 757.81
4850	10000	FCZC - Operations	3,489.29	-	\$ 3,489.29
4850	42700	FCZC - CP	11,744.62	-	\$ 11,744.62
<b>Total</b>			<b>\$ 15,991.72</b>	<b>\$ -</b>	<b>\$ 15,991.72</b>
<b>January to March</b>					



**Fresno County Zoo Authority  
Capital Projects Fund Cash Flow  
For the Month Ended February 28, 2017**

Cash Balance as of 3/1/2017 \$ 22,939,044

**DEDUCTIONS (earmarked projects, paid through claim 2016-01C):**

2017 Storm Drain Pipeline Extension-Jan 2017	488,510
2017 Water Play Area-Jan 2017	181,521
2017 Warthog Exhibit-October 2016	85,250
2017 Dino Dig Expansion-June 2016	195,000
2016 Animal Acquisition-September 2015	35,462
2016 Tiger Exhibit Expansion-December 2014	31,120
2015 Utility Design-March 2015	53,416
2015 Animal Acquisition-February 2015	23,000

**Total Deductions:**

\$ (1,093,279)

**TOTAL:**

\$ 21,845,765



**Fresno County Zoo Authority  
Operations Fund Cash Flow  
For the Month Ended February 28, 2017**

**Cash Balance as of 3/1/2017** **\$ 6,722,104**

**DEDUCTIONS (Remaining budgets, paid through claim 2016-11):**

2017 Animal	3,084,502
2017 Veterinary	372,753
2017 Utilities	380,659
2017 Animal Feed	382,190
2017 Interest/Bank Charges	110
2016 Animal	332,249
2016 Veterinary	4,800
2016 Interest/Bank Charges	200

**Total Deductions:** \$ (4,557,463)

**TOTAL:** \$ 2,164,641



**Fresno County Zoo Authority  
Administration Fund Cash Flow  
For the Month Ended February 28, 2017**

**Cash Balance as of 3/1/2017** **\$ 1,324,623**

**DEDUCTIONS (Remaining budgets, paid through claim 0910-ZOO-121416):**

2017 Telephone Charges	250
2017 Memberships	500
2017 Office Expense	2,611
2017 Postage	815
2017 PeopleSoft Financials Charges	389
2017 Professional Services	132,152
2017 Data Processing Services	1,500
2017 Publications & Legal Notices	500
2017 Trans, Travel & Education	2,500
2017 Appropriation for Contingencies	91,421
2016 Telephone Charges	500
2016 Memberships	1,000
2016 Postage	1,288
2016 PeopleSoft Financials Charges	119
2016 Professional Services	17,889
2016 Data Processing Services	3,000
2016 Publications & Legal Notices	1,000
2016 Trans, Travel & Education	5,000

**Total Deductions:** \$ (262,435)

**TOTAL:** \$ 1,062,188



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Quarter Ended March 31, 2017**

<b>Summary of Measure Z Proceeds</b>			
Tax Proceeds Received:			
-	Measure Z - Sales Tax Proceeds		\$ 3,343,446.46
	Total Proceeds Received:		\$ 3,343,446.46
Tax Proceeds Allocated:			
-	Allocation to Zoo Authority Fund (2%)		66,868.93
-	Allocation to Trust Fund for Operations and Capital Projects (98%)		3,276,577.53
	Total Proceed Allocations		\$ 3,343,446.46
<b>Cash Balance by Fund</b>			
<b>Zoo Authority Fund</b>			
>> <b>Administrative Fund</b>		2%	
	Beginning Cash Balance		\$ 1,326,927.93
Receipts:	- Measure Z Sales Tax Proceeds		66,868.93
	- Interest Received		4,307.14
Disbursements:	- PeopleSoft Financial Charges		(122.84)
	- ZA Postage Reimbursement		(267.49)
	- ZA Office Expense		(29.25)
	- Zoo Authority Claim #1112-ZOO-0125017		(19,750.06)
	- Zoo Authority Claim #0608-ZOO-121416		(27,581.18)
	Net Increase/(Decrease) to Cash		23,425.25
	<b>Ending Cash Balance - Zoo Authority Administrative Fund</b>		<b>\$ 1,350,353.18</b>
<b>Trust Fund for FCZC Operations and Capital Projects</b>			
		98%	
	Beginning Cash Balance		\$ 27,818,675.91
>>> <b>Operations Fund</b>			
	Beginning Cash Balance		<b>6,347,852.83</b>
Receipts:	- Measure Z Sales Tax Proceeds		1,092,192.51
	- Interest Received		19,831.95
Disbursements:	- FCZC Operations Claim # 2016-11		(357,465.82)
	- FCZC Operations Claim # 2017-1		(301,775.35)
	- FCZC Operations Claim # 2017-2		(362,540.57)
	- Wire Fees		(30.00)
	Net Increase/(Decrease) to Cash		90,212.72
	<b>Ending Cash Balance - Available for Operations</b>		<b>\$ 6,438,065.55</b>
>>> <b>Capital Facilities Project Fund</b>			
	Beginning Cash Balance		\$ 21,470,823.08
Receipts:	- Measure Z Sales Tax Proceeds		2,184,385.02
	- Interest Received		66,752.40
	Net Increase/(Decrease) to Cash		2,251,137.42
	<b>Ending Cash Balance - Available for Capital Projects</b>		<b>23,721,960.50</b>
	<b>Ending Balance Available for Operations and Capital Projects</b>		<b>\$ 30,160,026.05</b>
	<b>Total Interest Received During the Month</b>		<b>90,891.49</b>

By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.319 as of December 31, 2016.





**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended March 31, 2017**

Summary of Measure Z Proceeds			
Tax Proceeds Received:			
-	Measure Z - Sales Tax Proceeds		\$ 1,114,146.46
	Total Proceeds Received:		\$ 1,114,146.46
Tax Proceeds Allocated:			
-	Allocation to Zoo Authority Fund (2%)		22,282.93
-	Allocation to Trust Fund for Operations and Capital Projects (98%)		1,091,863.53
	Total Proceed Allocations		\$ 1,114,146.46
Cash Balance by Fund			
<b>Zoo Authority Fund</b>			
	>> Administrative Fund	2%	
	Beginning Cash Balance		\$ 1,324,622.71
Receipts:	- Measure Z Sales Tax Proceeds		22,282.93
	- Interest Received		3,549.33
Disbursements:	- PeopleSoft Financial Charges		(50.14)
	- ZA Reimbursement		(51.65)
	Ending Cash Balance - Zoo Authority Administrative Fund		\$ 1,350,353.18
<b>Trust Fund for FCZC Operations and Capital Projects</b>			
	98%		
	Beginning Cash Balance		\$ 29,661,148.00
	>>> Operations Fund		
	Beginning Cash Balance		6,722,104.30
Receipts:	- Measure Z Sales Tax Proceeds		363,954.51
	- Interest Received		16,342.66
Disbursements:	- FCZC Operations Claim # 2017-1		(301,775.35)
	- FCZC Operations Claim # 2017-2		(362,540.57)
	- Wire Fees		(20.00)
	Net Increase/(Decrease) to Cash		(284,038.75)
	Ending Cash Balance - Available for Operations		\$ 6,438,065.55
	>>> Capital Facilities Project Fund		
	Beginning Cash Balance		\$ 22,939,043.70
Receipts:	- Measure Z Sales Tax Proceeds		727,909.02
	- Interest Received		55,007.78
	Net Increase/(Decrease) to Cash		782,916.80
	Ending Cash Balance - Available for Capital Projects		23,721,960.50
	Ending Balance Available for Operations and Capital Projects		\$ 30,160,026.05
	Total Interest Received During the Month		74,899.77

By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.319 as of December 31, 2016.



## Fresno County Zoo Authority

### SUMMARY OF MEASURE Z SALES TAX PROCEEDS

	PRIOR FISCAL YEARS			CURRENT FISCAL YEAR			
	2013-2014	2014-2015	2015-2016	2016-2017			
	ACTUAL	ACTUAL	ACTUAL	BUDGETED	ACTUAL	BUDGET TO ACTUAL	
	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	TAX RECEIPTS	VARIANCE	
July	\$ 903,500	\$ 864,900	\$ 900,800	\$ 909,808	\$ 952,000	\$ 42,192	4.64%
August	1,106,000	1,149,600	1,201,100	1,213,111	1,269,300	56,189	4.63%
September	1,097,605	1,199,226	1,408,037	1,422,117	1,181,071	(241,046)	-16.95%
October	857,400	879,100	911,400	920,514	941,400	20,886	2.27%
November	1,143,200	1,172,100	1,215,200	1,251,656	1,255,200	3,544	0.28%
December	1,076,977	1,147,219	1,306,493	1,332,623	1,188,304	(144,319)	-10.83%
January	836,700	884,100	915,800	934,116	955,400	21,284	2.28%
February	1,101,200	1,178,800	1,221,000	1,245,420	1,273,900	28,480	2.29%
March	1,113,584	1,087,121	1,226,517	1,214,252	1,114,146	(100,106)	-8.24%
April	788,000	804,100	819,500	811,305			
May	1,050,600	1,072,100	1,092,700	1,081,773			
June	1,139,360	1,231,366	1,374,748	1,236,000			
Total	\$ 12,214,126	\$ 12,669,732	\$ 13,593,295	\$ 13,572,695	\$ 10,130,721	\$ (312,896)	-14.74%

TOTAL MEASURE Z PROCEEDS FROM INCEPTION      \$ 135,790,410

Prepared by the County of Fresno, Office of the Auditor-Controller/Treasurer-Tax Collector



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended March 31, 2017**

Summary of Quarter Three Interest Receipts					
Fund	Subclass	Description	1st Alloc. Jan	2nd Alloc. March	Interest Received
4845	10000	Zoo Authority	\$ 757.81	\$ 3,549.33	\$ 4,307.14
4850	10000	FCZC - Operations	3,489.29	16,342.66	\$ 19,831.95
4850	42700	FCZC - CP	11,744.62	55,007.78	\$ 66,752.40
<b>Total</b>			<b>\$ 15,991.72</b>	<b>\$ 74,899.77</b>	<b>\$ 90,891.49</b>
<b>January to March</b>					



**Fresno County Zoo Authority  
Capital Projects Fund Cash Flow  
For the Month Ended March 31, 2017**

**Cash Balance as of 4/2/2017** **\$ 23,721,961**

**DEDUCTIONS (earmarked projects, paid through claim 2016-01C):**

2017 Storm Drain Pipeline Extension-Jan 2017	168,047
2017 Water Play Area-Jan 2017	181,521
2017 Warthog Exhibit-October 2016	85,250
2017 Dino Dig Expansion-June 2016	195,000
2017 African River-June 2016	100,400
2016 Animal Acquisition-September 2015	35,462
2016 Tiger Exhibit Expansion-December 2014	31,120
2015 Utility Design-March 2015	53,416
2015 Animal Acquisition-February 2015	23,000

<b>Total Deductions:</b>	<u><u>\$ (873,216)</u></u>
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<b>TOTAL:</b>	<u><u>\$ 22,848,745</u></u>
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**Fresno County Zoo Authority  
Operations Fund Cash Flow  
For the Month Ended March 31, 2017**

**Cash Balance as of 4/2/2017** **\$ 6,438,066**

**DEDUCTIONS (Remaining budgets, paid through claim 2016-12):**

2017 Animal	2,837,676
2017 Veterinary	342,175
2017 Utilities	321,384
2017 Animal Feed	356,329
2017 Interest/Bank Charges	100
2016 Animal	332,249
2016 Veterinary	4,800
2016 Interest/Bank Charges	200

**Total Deductions:** \$ (4,194,913)

**TOTAL:** \$ 2,243,153



**Fresno County Zoo Authority  
Administration Fund Cash Flow  
For the Month Ended March 31, 2017**

**Cash Balance as of 4/2/2017** \$ 1,350,353

**DEDUCTIONS (Remaining budgets, paid through claim 0910-ZOO-121416):**

2017 Telephone Charges	250
2017 Memberships	500
2017 Office Expense	2,611
2017 Postage	763
2017 PeopleSoft Financials Charges	339
2017 Professional Services	132,152
2017 Data Processing Services	1,500
2017 Publications & Legal Notices	500
2017 Trans, Travel & Education	2,500
2017 Appropriation for Contingencies	91,421
2016 Telephone Charges	500
2016 Memberships	1,000
2016 Postage	1,288
2016 PeopleSoft Financials Charges	119
2016 Professional Services	17,889
2016 Data Processing Services	3,000
2016 Publications & Legal Notices	1,000
2016 Trans, Travel & Education	5,000

**Total Deductions:** \$ (262,333)

**TOTAL:** \$ 1,088,020



## FY2017 January Financial Report

\* 2016 year end posting not complete

# Discussion of Financial Results

## As of January 31, 2017

- **Key Facts & Figures:**

- Self-generated revenue of \$314,335<sup>1</sup> compared to budgeted revenue of \$372,346.
- January 2017 attendance was 31,668 compared to budgeted attendance of 46,000, a decrease of 31%. January 2017 attendance was 31% less than January 2016 attendance of 45,933.
- 2016 attendance of 964,091 compared to 2016 budgeted attendance of 850,000 an increase of 13%. 2016 attendance was 19% over 2015 attendance of 808,914.

<sup>1</sup> Excludes investment income (unrealized gain/loss on investments).

<sup>2</sup> Excludes investment income (unrealized gain/loss on investments) and depreciation.



# January 2017

YTD Attendance			
	<u>2017</u>	<u>2016</u>	Increase/ Decrease
Attendance	31,668	45,933	-31%
Paid	15,004	23,503	-36%
Members	13,930	19,123	-27%
Group	1,198	676	77%
Other	1,536	2,631	-42%
Giraffe Feeding	7,577	9,182	-17%
Capture Rate	24%	20%	20%
Stingray Bay	8,946	8,073	11%
Capture Rate	28%	18%	61%
YTD Revenue			
	<u>2017</u>	<u>2016</u>	Increase/ Decrease
Admissions	\$120,240	\$191,062	-37%
Per Cap	\$3.80	\$4.16	-9%
Giraffe Feeding	\$17,680	\$18,586	-5%
Per Cap	\$0.56	\$0.40	38%
Stingray Bay	\$7,521	\$8,424	-11%
Per Cap	\$0.24	\$0.18	29%
Membership	\$76,943	\$82,820	-7%
Contracted Services			
Concessions	\$20,452	\$20,928	-2%
Per Cap	\$0.65	\$0.46	42%
Gift Shop	\$12,298	\$12,052	2%
Per Cap	\$0.39	\$0.26	48%

**Fresno's Chaffee Zoo Corporation**  
**Balance Sheet**  
January 2017

	<u>FY17</u> <u>@ 1/31/17</u>	<u>FY16</u> <u>@ 12/31/16</u>	<u>FY15</u> <u>@ 12/31/15</u>
<b>ASSETS</b>			
Cash	\$279,806	\$764,329	\$347,055
Short Term Investments	\$750,687	\$750,592	\$0
Long Term Investments	\$10,265,156	\$10,132,981	\$9,462,805
Accounts Receivable	\$678,719	\$763,568	\$2,080,186
Prepaid Expenses	\$237,842	\$142,187	\$150,623
Inventory	\$0	\$0	\$0
Building, Equipment, Vehicle and Furniture (net)	\$3,190,716	\$3,224,506	\$3,316,483
Exhibits	\$68,039,036	\$68,039,036	\$66,599,341
Construction in Progress	\$488,367	\$487,389	\$148,621
<b>TOTAL ASSETS</b>	<u><b>\$83,930,330</b></u>	<u><b>\$84,304,587</b></u>	<u><b>\$82,105,114</b></u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Liabilities</b>			
Accounts Payable/Accrued Liabilities	\$560,877	\$906,062	\$1,750,130
Line of Credit	\$351,611	\$350,900	\$772,358
<b>Total Liabilities</b>	<u><b>\$912,488</b></u>	<u><b>\$1,256,962</b></u>	<u><b>\$2,522,489</b></u>
<b>Net Assets</b>			
Fund Balance-Unrestricted	\$82,405,967	\$82,446,082	\$79,259,448
Fund Balance-Temporarily Restricted	\$557,545	\$547,989	\$273,829
Fund Balance-Permanently Restricted	\$54,329	\$53,555	\$49,349
<b>Total Net Assets</b>	<u><b>\$83,017,841</b></u>	<u><b>\$83,047,625</b></u>	<u><b>\$79,582,625</b></u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>\$83,930,330</b></u>	<u><b>\$84,304,587</b></u>	<u><b>\$82,105,114</b></u>

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ January 31, 2017

REVENUE	FY17 Budget	Year-to-Date Budget @ 1/31/2017	Actual @ 1/31/2017	Variance	FY16 Unaudited
<b>Self-Generated Revenue</b>					
Admissions	\$4,303,500	\$186,083	\$120,240	(35.4)%	\$4,100,947
Adopt an Animal	\$40,000	\$2,000	\$3,355	67.8%	\$31,650
Board Designated for Endow	\$50,000	\$0	\$50	0.0%	\$27,613
Education	\$435,600	\$16,708	\$13,810	(17.3)%	\$404,992
Food Services	\$741,000	\$31,000	\$20,452	(34.0)%	\$775,616
Gift Shop	\$503,500	\$20,000	\$12,298	(38.5)%	\$499,947
Giraffe Feeding	\$460,000	\$15,000	\$17,680	17.9%	\$450,838
Grants/Fundraising	\$400,650	\$5,054	\$17,402	244.3%	\$331,961
Group Event/Facility Rental	\$480,000	\$5,000	\$10,954	119.1%	\$605,091
Interest Income	\$377,500	\$15,208	\$9,789	(35.6)%	\$327,022
Investment Income	\$0	\$0	\$122,481	0.0%	\$390,065
Membership	\$1,250,000	\$62,500	\$76,943	23.1%	\$1,323,769
Special Events	\$736,500	\$417	\$982	135.7%	\$704,414
Stingray Exhibit	\$351,000	\$10,500	\$7,521	(28.4)%	\$298,588
Other	\$69,000	\$2,875	\$2,859	(0.6)%	\$1,561,312
<b>Total Self-Generated Revenue</b>	<b>\$10,198,250</b>	<b>\$372,346</b>	<b>\$436,816</b>	<b>17.3%</b>	<b>\$11,833,827</b>
City of Fresno	\$0	\$0	\$0	0.0%	\$0
Measure Z-Capital Funds	\$0	\$0	\$0	0.0%	\$152,245
Measure Z Operating Funds	\$4,522,000	\$284,042	\$294,659	3.7%	\$4,194,119
<b>TOTAL REVENUE</b>	<b>\$14,720,250</b>	<b>\$656,388</b>	<b>\$731,474</b>	<b>11.4%</b>	<b>\$16,180,192</b>

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ January 31, 2017

	FY17 Budget	Year-to-Date Budget @ 1/31/2017	Actual @ 1/31/2017	Variance	FY16 Unaudited
<b>EXPENSES</b>					
<b>OPERATING EXPENSES</b>					
<b>Personnel Expenses</b>					
Administration	\$1,027,088	\$53,011	\$63,223	19.3%	\$713,063
Animal	\$3,329,896	\$172,484	\$239,283	38.7%	\$2,904,023
Education	\$1,109,640	\$65,839	\$66,845	1.5%	\$872,649
Maintenance/Horticulture	\$1,044,051	\$58,376	\$83,202	42.5%	\$822,043
Mem/Dev/Marketing	\$775,318	\$46,153	\$63,250	37.0%	\$683,799
Operations	\$100,129	\$5,308	\$7,585	42.9%	\$98,315
Veterinary	\$403,330	\$21,964	\$29,562	34.6%	\$373,186
Visitor Services	\$928,289	\$50,499	\$62,744	24.2%	\$748,733
<b>Total Personnel Expenses</b>	<b>\$8,717,741</b>	<b>\$473,635</b>	<b>\$615,694</b>	<b>30.0%</b>	<b>\$7,215,811</b>
<b>Other Expenses</b>					
Advertising	\$368,400	\$30,125	(\$100)	(100.3)%	\$358,305
Animal Services	\$484,725	\$40,394	\$18,766	(53.5)%	\$458,852
Computer/Software	\$68,530	\$9,815	\$527	(94.6)%	\$54,455
Conservation	\$200,000	\$16,667	\$0	(100.0)%	\$109,044
Contracted Services	\$681,800	\$48,079	\$29,926	(37.8)%	\$697,427
Depreciation Expense	\$441,056	\$33,435	\$33,790	1.1%	\$402,086
Dues	\$42,900	\$3,575	\$5,275	47.6%	\$24,911
Equipment	\$264,430	\$16,411	\$3,450	(79.0)%	\$240,124
Fleet	\$50,560	\$4,213	\$603	(85.7)%	\$21,643
Food/Catering	\$302,150	\$19,658	\$285	(98.5)%	\$314,256
Insurance	\$175,000	\$14,583	\$350	(97.6)%	\$179,260
Miscellaneous Business	\$73,545	\$5,921	\$562	(90.5)%	\$53,463
Office Supplies	\$32,450	\$2,704	\$318	(88.2)%	\$33,739
Postage	\$68,545	\$4,177	\$9,220	120.8%	\$60,868
Printing	\$201,317	\$14,189	\$648	(95.4)%	\$174,398
Professional Services	\$209,500	\$16,592	\$5,950	(64.1)%	\$276,499
Repairs and Replacements	\$337,050	\$27,587	\$2,214	(92.0)%	\$265,120

2017 personnel expenses will be reduced by approximately \$225,000 when the entry for accrued salary is made for year end.

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ January 31, 2017

	<b>FY17 Budget</b>	<b>Year-to-Date Budget @ 1/31/2017</b>	<b>Actual @ 1/31/2017</b>	<b>Variance</b>	<b>FY16 Unaudited</b>
Service/Credit Card fees	\$163,068	\$12,922	\$14,138	9.4%	\$196,302
Signage	\$19,659	\$1,638	\$0	(100.0)%	\$18,418
Specialized Services	\$41,800	\$3,483	\$1,925	(44.7)%	\$50,432
Staff Development	\$194,266	\$16,189	(\$1,080)	(106.7)%	\$116,004
Supplies	\$595,025	\$34,971	\$9,418	(73.1)%	\$591,145
Telephone	\$51,550	\$4,296	\$1,242	(71.1)%	\$51,231
Uniforms	\$42,800	\$3,567	\$29	(99.2)%	\$36,706
Utilities	\$675,000	\$56,250	\$7,995	(85.8)%	\$681,273
Other	\$25,575	\$1,375	\$114	(91.7)%	\$32,402
<b>Total Other Expenses</b>	<b>\$5,810,701</b>	<b>\$442,815</b>	<b>\$145,565</b>	<b>(67.1)%</b>	<b>\$5,498,362</b>
<b>TOTAL OPERATING EXP.</b>	<b>\$14,528,442</b>	<b>\$916,450</b>	<b>\$761,259</b>	<b>(16.9)%</b>	<b>\$12,714,173</b>
<b>Expansion/Nonoperating Exp.</b>					
Expansion/Nonoperating Exp.	\$0	\$0	\$0	0.0%	\$1,018
<b>Total Expansion/Nonoperating Exp.</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$1,018</b>
<b>TOTAL EXPENSES</b>	<b>\$14,528,442</b>	<b>\$916,450</b>	<b>\$761,259</b>	<b>(16.9)%</b>	<b>\$12,715,192</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$83,047,625</b>	<b>\$83,047,625</b>	<b>\$83,047,625</b>	<b>0.0%</b>	<b>\$79,582,625</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$191,808</b>	<b>(\$260,062)</b>	<b>(\$29,784)</b>	<b>(88.5)%</b>	<b>\$3,465,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$83,239,433</b>	<b>\$82,787,563</b>	<b>\$83,017,841</b>	<b>0.3%</b>	<b>\$83,047,625</b>

## Measure Z Revenue Summary of Tax Proceeds

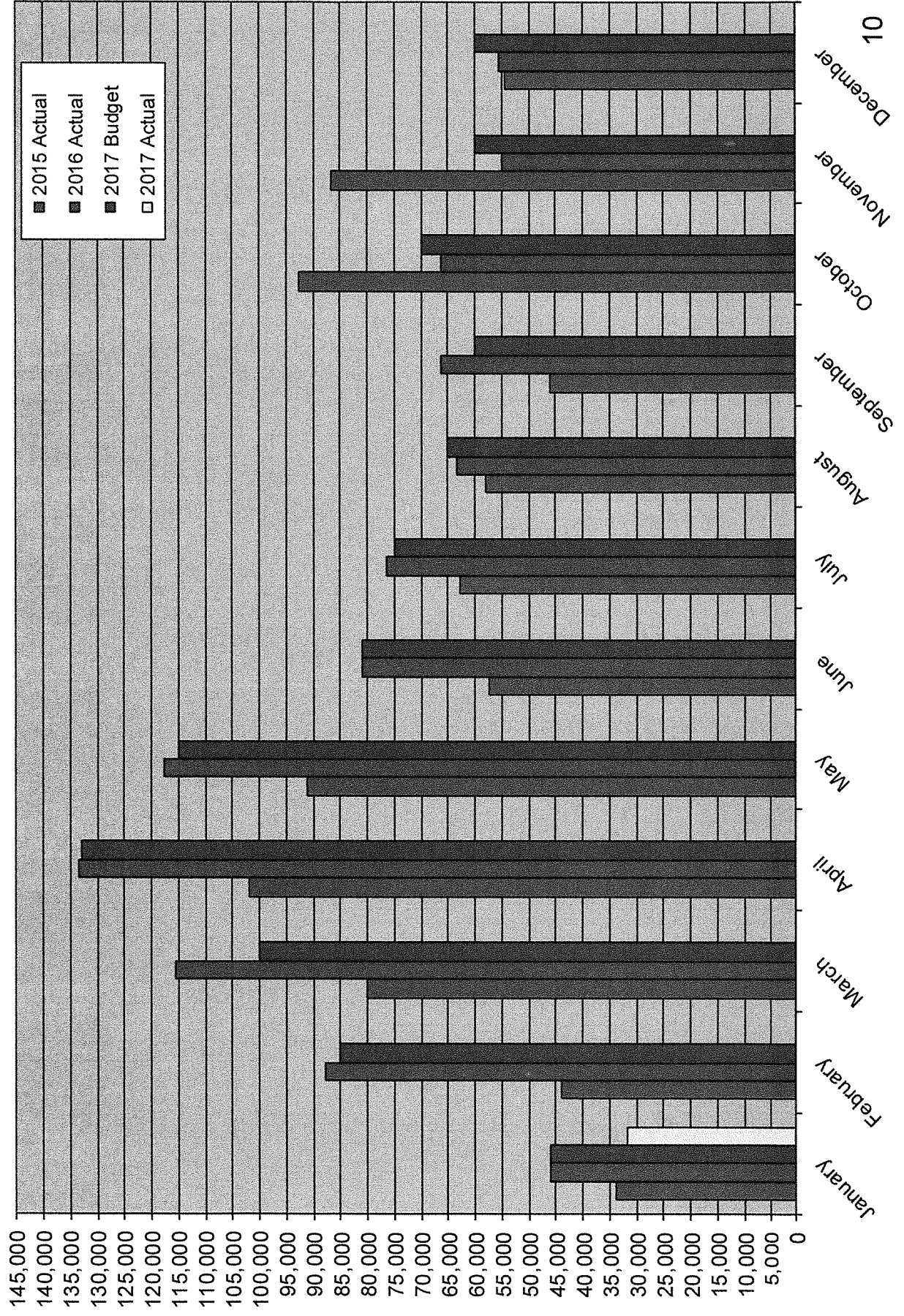
	2007-2008 Actual	2008-2009 Actual	2009-2010 Actual	2010-2011 Actual	2011-2012 Actual	2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Actual
July	\$819,900	\$813,500	\$671,700	\$659,300	\$719,800	\$826,000	\$903,500	\$864,900	\$900,800	\$952,000
August	1,093,200	1,084,700	885,300	857,600	921,200	1,033,100	\$1,106,000	\$1,149,600	\$1,201,100	\$1,269,300
September	1,060,279	930,087	810,940	895,691	1,057,603	1,028,369	\$1,097,605	\$1,199,226	\$1,408,037	\$1,181,071
October	853,500	792,200	678,000	677,000	694,100	850,500	\$857,400	\$879,100	\$911,400	\$941,400
November	1,138,000	1,056,300	743,300	879,500	878,500	1,056,800	\$1,143,200	\$1,172,100	\$1,215,200	\$1,255,200
December	827,112	872,815	971,061	932,350	1,240,028	1,083,021	\$1,076,977	\$1,147,219	\$1,306,493	\$1,188,304
January	831,200	766,900	719,900	710,700	770,100	799,900	\$836,700	\$884,100	\$915,800	
February	1,108,200	841,000	944,000	919,900	978,600	1,086,700	\$1,101,200	\$1,178,800	\$1,221,000	
March	762,907	959,801	628,563	821,858	1,006,649	1,021,734	\$1,113,584	\$1,087,121	\$1,226,517	
April	699,000	652,000	594,300	618,400	716,100	846,500	\$788,000	\$804,100	\$819,500	
May	932,000	860,800	847,200	876,500	897,100	1,493,700	\$1,050,600	\$1,072,100	\$1,092,700	
June	1,026,580	730,781	821,511	963,040	1,191,689	1,015,391	\$1,139,360	\$1,231,366	\$1,374,748	
<b>Total</b>	<b>\$11,151,879</b>	<b>\$10,360,883</b>	<b>\$9,315,775</b>	<b>\$9,811,839</b>	<b>\$11,071,469</b>	<b>\$12,141,715</b>	<b>\$12,214,126</b>	<b>\$12,669,732</b>	<b>\$13,593,295</b>	<b>\$6,787,275</b>

Total received from inception \$132,446,964

**Fresno's Chaffee Zoo Corporation**  
**Aged Receivables Report**  
**as of January 31, 2017**

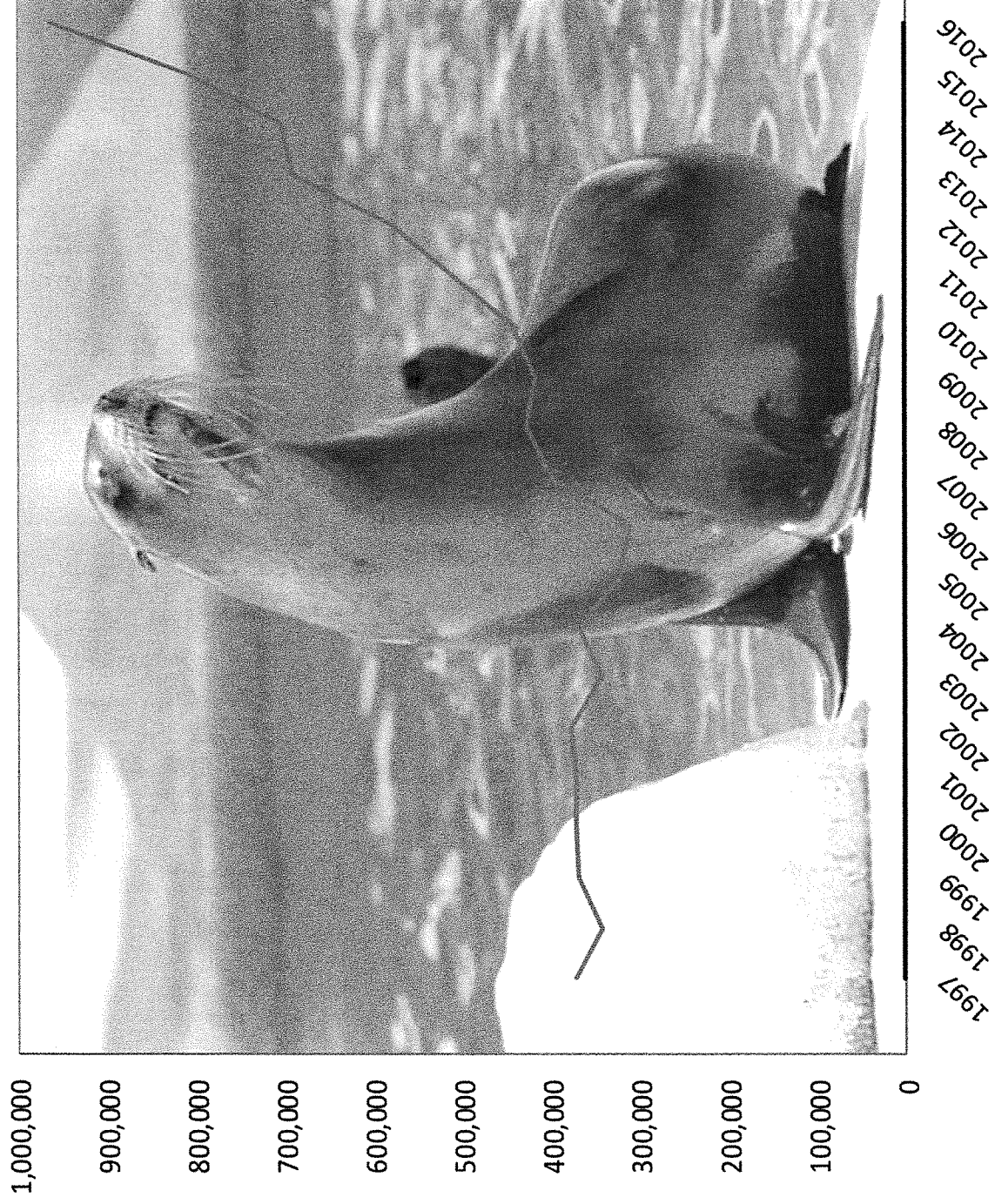
	<u><b>0-30 Days</b></u>	<u><b>31-60 Days</b></u>	<u><b>61-90 Days</b></u>	<u><b>90+ Days</b></u>	<u><b>Total</b></u>
<b>Fresno County Zoo Authority</b>					
SSA	\$575,697				\$575,697
	\$33,372				\$33,372
Sponsorships/Donations	\$1,150	\$1,900	\$11,000	\$40,000	\$54,050
School Groups	\$12,594				\$12,594
Miscellaneous	\$3,221				\$3,221
	<b>\$626,034</b>	<b>\$1,900</b>	<b>\$11,000</b>	<b>\$40,000</b>	<b>\$678,934</b>

# Fresno Chaffee Zoo Attendance Comparison 2015 - 2017





## Fresno Chaffee Zoo Attendance Totals





## FY2017 February Financial Report\*

\* 2016 year end posting not complete

# Discussion of Financial Results

## As of February 28, 2017

- **Key Facts & Figures:**

- Self-generated revenue<sup>1</sup> of \$877,449 compared to budgeted revenue of \$1,156,117.
- Surplus of \$26,960<sup>2</sup> compare to budgeted deficit of (\$146,469)<sup>2</sup>.
- Including the entry for accrued payroll (to be recorded by end of March), total personnel expenses are 12.6% under budget and total expenses are 22% under budget.
- February 2017 attendance was 52,695 compared to budgeted attendance of 85,000, a decrease of 38%. February 2017 attendance was 40% behind February 2016 attendance of 87,878.
- YTD attendance of 84,363 compared to YTD budgeted attendance of 131,000, a decrease of 36%. February 2017 YTD attendance was 37% less than February 2016 YTD attendance of 133,811.




<sup>1</sup> Excludes investment income (unrealized gain/loss on investments).

<sup>2</sup> Excludes investment income (unrealized gain/loss on investments) and depreciation.

## February 2017

MTD Attendance				Increase/ Decrease
	2017	2016		
Attendance	52,695	87,878		-40%
Paid	28,133	51,148		-45%
Members	18,448	28,808		-36%
Group	3,039	2,829		7%
Other	3,075	5,093		-40%
Giraffe Feeding	11,622	16,927		-31%
Capture Rate	22%	19%		15%
Stingray Bay	14,327	19,541		-27%
Capture Rate	27%	22%		22%
MTD Revenue				Increase/ Decrease
	2017	2016		
Admissions	\$204,797	\$398,565		-49%
Per Cap	\$3.89	\$4.54		-14%
Giraffe Feeding	\$32,291	\$36,094		-11%
Per Cap	\$0.61	\$0.41		49%
Stingray Bay	\$14,753	\$23,043		-36%
Per Cap	\$0.28	\$0.26		7%
Membership	\$117,610	\$172,858		-32%
Contracted Services				Increase/ Decrease
	2017	2016		
Concessions	\$36,686	\$60,316		-39%
Per Cap	\$0.70	\$0.69		1%
Gift Shop	\$25,239	\$43,401		-42%
Per Cap	\$0.48	\$0.49		-3%

### Key:

 Equal to or ahead of 2016  
 2% or less behind 2016  
 More than 2% behind 2016

YTD Attendance				Increase/ Decrease
	2017	2016		
Attendance	84,363	133,811		-37%
Paid	43,137	74,651		-42%
Members	32,378	47,931		-32%
Group	4,237	3,505		21%
Other	4,611	7,724		-40%
Giraffe Feeding	18,414	26,109		-29%
Capture Rate	22%	20%		12%
Stingray Bay	23,273	27,614		-16%
Capture Rate	28%	21%		34%
YTD Revenue				Increase/ Decrease
	2017	2016		
Admissions	\$325,035	\$589,627		-45%
Per Cap	\$3.85	\$4.41		-13%
Giraffe Feeding	\$49,972	\$54,680		-9%
Per Cap	\$0.59	\$0.41		45%
Stingray Bay	\$22,274	\$31,467		-29%
Per Cap	\$0.26	\$0.24		12%
Membership	\$194,553	\$255,678		-24%
Contracted Services				Increase/ Decrease
	2017	2016		
Concessions	\$57,138	\$81,244		-30%
Per Cap	\$0.68	\$0.61		12%
Gift Shop	\$37,536	\$55,453		-32%
Per Cap	\$0.44	\$0.41		7%

2016 Audited	
964,091	
494,728	
256,956	
97,710	
114,697	
219,994	
23%	
240,355	
25%	
\$4,099,886	
\$4.25	
\$450,838	
\$0.47	
\$298,588	
\$0.31	
\$1,323,769	
\$775,616	
\$0.80	
\$499,947	
\$0.52	

**Fresno's Chaffee Zoo Corporation**  
**Balance Sheet**  
February 2017

	<b>FY17 @ 2/28/17</b>	<b>FY17 @ 1/31/17</b>
<b>ASSETS</b>		
Cash	\$566,498	\$285,832
Short Term Investments	\$750,774	\$750,687
Long Term Investments	\$10,455,398	\$10,265,156
Accounts Receivable	\$1,090,985	\$685,398
Prepaid Expenses	\$194,152	\$191,421
Inventory	\$0	\$0
Building, Equipment, Vehicle and Furniture (net)	\$3,072,731	\$3,097,139
Exhibits	\$64,604,137	\$64,604,137
Construction in Progress	\$581,232	\$534,787
<b>TOTAL ASSETS</b>	<b>\$81,315,908</b>	<b>\$80,414,558</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Accounts Payable/Accrued Liabilities	\$493,877	\$675,766
Line of Credit	\$1,303,111	\$351,611
<b>Total Liabilities</b>	<b>\$1,796,988</b>	<b>\$1,027,377</b>
<b>Net Assets</b>		
Fund Balance-Unrestricted	\$78,826,185	\$78,775,306
Fund Balance-Temporarily Restricted	\$637,237	\$557,545
Fund Balance-Permanently Restricted	\$55,498	\$54,329
<b>Total Net Assets</b>	<b>\$79,518,920</b>	<b>\$79,387,180</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$81,315,908</b>	<b>\$80,414,558</b>

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ February 28, 2017

	FY17 Budget	Current Month		Year-to-Date			
		Month-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017	Variance	Year-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017	Variance
REVENUE							
Self-Generated Revenue							
Admissions	\$4,303,500	\$348,583	\$204,797	(41.2)%	\$534,667	\$325,035	(39.2)%
Adopt an Animal	\$40,000	\$15,000	\$9,790	(34.7)%	\$17,000	\$13,145	(22.7)%
Board Designated for Endow	\$50,000	\$0	\$100	0.0%	\$0	\$150	0.0%
Education	\$435,600	\$23,233	\$17,859	(23.1)%	\$39,942	\$31,669	(20.7)%
Food Services	\$741,000	\$66,000	\$36,686	(44.4)%	\$97,000	\$57,138	(41.1)%
Gift Shop	\$503,500	\$45,000	\$25,239	(43.9)%	\$65,000	\$37,536	(42.3)%
Giraffe Feeding	\$460,000	\$38,000	\$32,291	(15.0)%	\$53,000	\$49,972	(5.7)%
Grants/Fundraising	\$400,650	\$15,054	\$54,732	263.6%	\$20,108	\$72,134	258.7%
Group Event/Facility Rental	\$480,000	\$20,000	\$13,449	(32.8)%	\$25,000	\$24,403	(2.4)%
Interest Income	\$377,500	\$15,208	\$9,458	(37.8)%	\$30,417	\$19,248	(36.7)%
Investment Income	\$0	\$0	\$192,867	0.0%	\$0	\$315,348	0.0%
Membership	\$1,250,000	\$163,500	\$117,610	(28.1)%	\$226,000	\$194,553	(13.9)%
Special Events	\$736,500	\$3,417	\$25,000	631.7%	\$3,833	\$25,982	577.8%
Stingray Exhibit	\$351,000	\$27,500	\$14,753	(46.4)%	\$38,000	\$22,274	(41.4)%
Other	\$69,000	\$3,275	\$1,351	(58.7)%	\$6,150	\$4,210	(31.5)%
Total Self-Generated Revenue	\$10,198,250	\$783,771	\$755,983	(3.5)%	\$1,156,117	\$1,192,797	3.2%
City of Fresno	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Measure Z-Capital Funds	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Measure Z Operating Funds	\$4,522,000	\$378,962	\$368,284	(2.8)%	\$663,004	\$670,069	1.1%
TOTAL REVENUE	\$14,720,250	\$1,162,733	\$1,124,267	(3.3)%	\$1,819,121	\$1,862,866	2.4%
							\$16,179,492

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ February 28, 2017

	Current Month			Year-to-Date			FY16 Unaudited	
	FY17 Budget	Month-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017	Variance	Year-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017		Variance
EXPENSES								
OPERATING EXPENSES								
Personnel Expenses								
Administration	\$1,027,088	\$79,967	\$63,861	(20.1)%	\$132,979	\$129,121	(2.9)%	\$713,130
Animal	\$3,329,896	\$258,303	\$246,827	(4.4)%	\$430,787	\$491,820	14.2%	\$2,908,040
Education	\$1,109,640	\$86,962	\$65,308	(24.9)%	\$152,802	\$133,547	(12.6)%	\$872,917
Maintenance/Horticulture	\$1,044,051	\$80,104	\$69,924	(12.7)%	\$138,480	\$154,804	11.8%	\$822,043
Mem/Dev/Marketing	\$775,318	\$59,266	\$57,028	(3.8)%	\$105,420	\$121,175	14.9%	\$683,956
Operations	\$100,129	\$7,742	\$7,664	(1.0)%	\$13,050	\$15,522	18.9%	\$98,315
Veterinary	\$403,330	\$31,066	\$30,578	(1.6)%	\$53,030	\$61,230	15.5%	\$373,186
Visitor Services	\$928,289	\$72,355	\$58,952	(18.5)%	\$122,854	\$122,785	(0.1)%	\$760,663
Total Personnel Expenses	\$8,717,741	\$675,766	\$600,141	(11.2)%	\$1,149,401	\$1,230,004	7.0%	\$7,232,249
Other Expenses								
Advertising	\$368,400	\$30,125	\$22,496	(25.3)%	\$60,250	\$22,496	(62.7)%	\$358,205
Animal Services	\$484,725	\$40,394	\$27,693	(31.4)%	\$80,787	\$47,017	(41.8)%	\$459,008
Computer/Software	\$68,530	\$5,915	\$2,467	(58.3)%	\$15,730	\$9,824	(37.5)%	\$54,455
Conservation	\$200,000	\$16,667	\$0	(100.0)%	\$33,333	\$0	(100.0)%	\$109,044
Contracted Services	\$681,800	\$48,079	\$36,451	(24.2)%	\$96,158	\$66,376	(31.0)%	\$697,777
Depreciation Expense	\$441,056	\$33,435	\$33,790	1.1%	\$66,871	\$67,580	1.1%	\$3,950,290
Dues	\$42,900	\$3,575	\$40	(98.9)%	\$7,150	\$39,387	450.9%	\$24,911
Equipment	\$264,430	\$16,411	\$17,204	4.8%	\$32,821	\$22,121	(32.6)%	\$238,221
Fleet	\$50,560	\$4,213	\$866	(79.4)%	\$8,427	\$1,470	(82.6)%	\$21,643
Food/Catering	\$302,150	\$20,158	\$1,116	(94.5)%	\$39,817	\$1,402	(96.5)%	\$325,893
Insurance	\$175,000	\$14,583	\$27,623	89.4%	\$29,167	\$27,972	(4.1)%	\$179,260
Miscellaneous Business	\$73,545	\$5,921	\$987	(83.3)%	\$11,841	\$1,549	(86.9)%	\$53,614
Office Supplies	\$32,450	\$2,704	\$716	(73.5)%	\$5,408	\$1,037	(80.8)%	\$33,739
Postage	\$68,545	\$4,177	\$6,278	50.3%	\$8,353	\$13,851	65.8%	\$61,368
Printing	\$201,317	\$14,189	\$22,344	57.5%	\$28,378	\$22,992	(19.0)%	\$174,398
Professional Services	\$209,500	\$17,392	\$28,333	62.9%	\$33,983	\$34,283	0.9%	\$276,499
Repairs and Replacements	\$337,050	\$27,587	\$24,655	(10.6)%	\$55,175	\$26,869	(51.3)%	\$265,120

2017 personnel expenses will be reduced by approximately \$225,000 when the entry for accrued salary is made for year end.

## Slide 6

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**BG1**

Brian Goldman, 2/14/2017



## 7

	Current Month			Year-to-Date				
	FY17 Budget	Month-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017	Variance	Year-to-Date Budget @ 2/28/2017	Actual @ 2/28/2017	Variance	FY16 Unaudited
Service/Bank/Credit Card Fees	\$163,068	\$8,922	\$18,807	110.8%	\$21,844	\$33,134	51.7%	\$196,302
Signage	\$19,659	\$1,638	\$531	(67.6)%	\$3,276	\$531	(83.8)%	\$18,418
Specialized Services	\$41,800	\$3,483	\$250	(92.8)%	\$6,967	\$2,175	(68.8)%	\$50,432
Staff Development	\$194,266	\$16,189	\$8,464	(47.7)%	\$32,378	\$10,722	(66.9)%	\$116,054
Supplies	\$595,025	\$38,971	\$33,590	(13.8)%	\$73,941	\$43,254	(41.5)%	\$591,567
Telephone	\$51,550	\$4,296	\$6,185	44.0%	\$8,592	\$7,427	(13.6)%	\$51,231
Uniforms	\$42,800	\$3,567	\$9,444	164.8%	\$7,133	\$9,500	33.2%	\$36,706
Utilities	\$675,000	\$56,250	\$60,438	7.4%	\$112,500	\$68,433	(39.2)%	\$683,102
Other	\$25,575	\$1,375	\$1,619	17.7%	\$2,750	\$1,733	(37.0)%	\$32,402
Total Other Expenses	\$5,810,701	\$440,215	\$392,386	(10.9)%	\$883,030	\$583,134	(34.0)%	\$9,059,658
TOTAL OPERATING EXPENSES	\$14,528,442	\$1,115,981	\$992,528	(11.1)%	\$2,032,431	\$1,813,138	(10.8)%	\$16,291,907
Expansion/Nonoperating Exp.								
Expansion/Nonoperating Exp.	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%	\$1,018
Total Expansion/Nonoperating Exp.	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%	\$1,018
TOTAL EXPENSES	\$14,528,442	\$1,115,981	\$992,528	(11.1)%	\$2,032,431	\$1,813,138	(10.8)%	\$16,292,925
BEGINNING FUND BALANCE	\$79,469,192	\$79,387,180	\$79,387,180	0.0%	\$79,469,192	\$79,469,192	0.0%	\$79,582,625
NET SURPLUS/(DEFICIT)	\$191,808	\$46,752	\$131,739	181.8%	(\$213,310)	\$49,728	(123.3)%	(\$113,433)
ENDING FUND BALANCE	\$79,661,000	\$79,433,932	\$79,518,920	0.1%	\$79,255,881	\$79,518,920	0.3%	\$79,469,192

## Measure Z Revenue Summary of Tax Proceeds

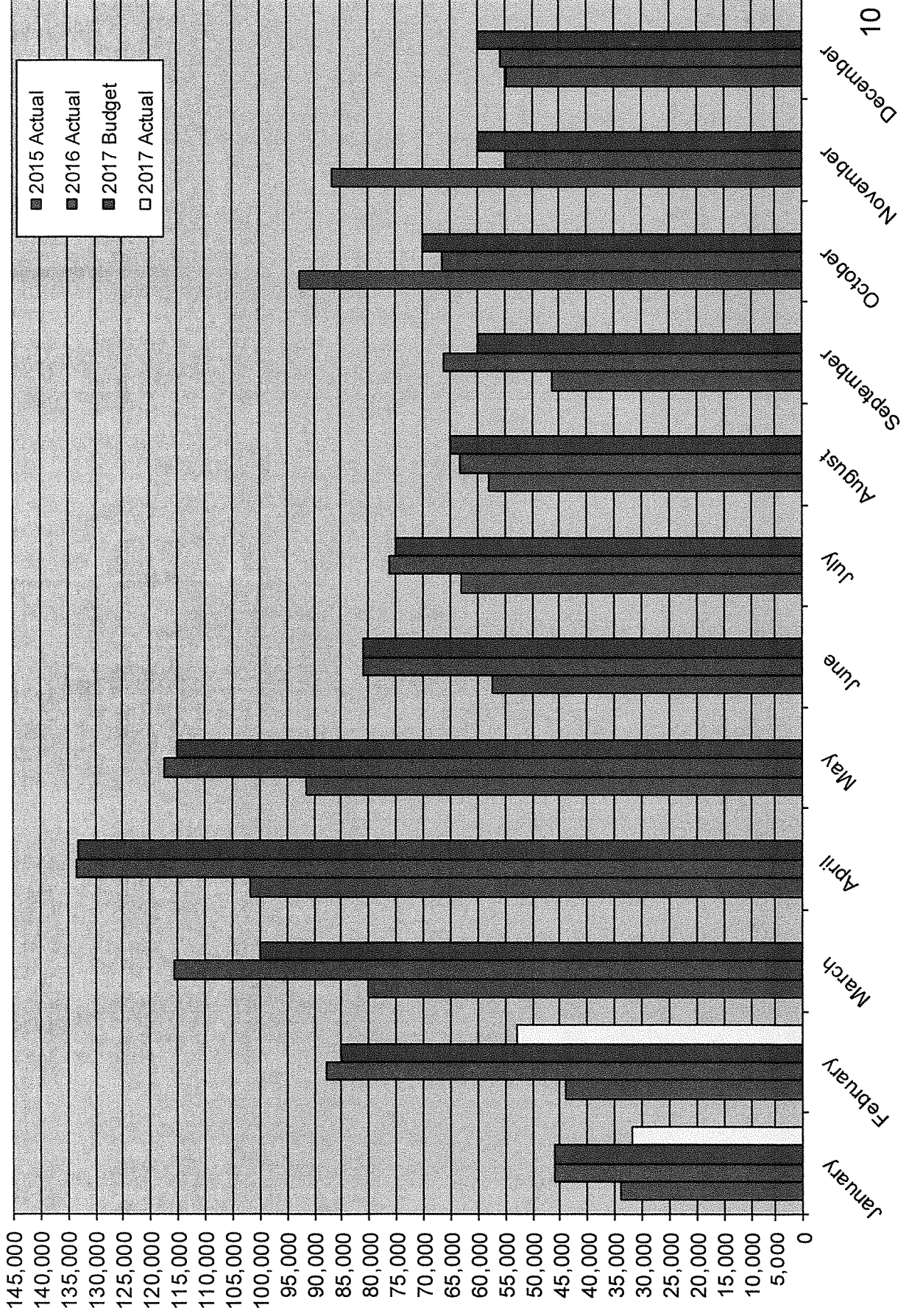
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
July	\$819,900	\$813,500	\$671,700	\$659,300	\$719,800	\$826,000	\$903,500	\$864,900	\$900,800	\$952,000
August	1,093,200	1,084,700	885,300	857,600	921,200	1,033,100	\$1,106,000	\$1,149,600	\$1,201,100	\$1,269,300
September	1,060,279	930,087	810,940	895,691	1,057,603	1,028,369	\$1,097,605	\$1,199,226	\$1,408,037	\$1,181,071
October	853,500	792,200	678,000	677,000	694,100	850,500	\$857,400	\$879,100	\$911,400	\$941,400
November	1,138,000	1,056,300	743,300	879,500	878,500	1,056,800	\$1,143,200	\$1,172,100	\$1,215,200	\$1,255,200
December	827,112	872,815	971,061	932,350	1,240,028	1,083,021	\$1,076,977	\$1,147,219	\$1,306,493	\$1,188,304
January	831,200	766,900	719,900	710,700	770,100	799,900	\$836,700	\$884,100	\$915,800	
February	1,108,200	841,000	944,000	919,900	978,600	1,086,700	\$1,101,200	\$1,178,800	\$1,221,000	
March	762,907	959,801	628,563	821,858	1,006,649	1,021,734	\$1,113,584	\$1,087,121	\$1,226,517	
April	699,000	652,000	594,300	618,400	716,100	846,500	\$788,000	\$804,100	\$819,500	
May	932,000	860,800	847,200	876,500	897,100	1,493,700	\$1,050,600	\$1,072,100	\$1,092,700	
June	1,026,580	730,781	821,511	963,040	1,191,689	1,015,391	\$1,139,360	\$1,231,366	\$1,374,748	
<b>Total</b>	<b>\$11,151,879</b>	<b>\$10,360,883</b>	<b>\$9,315,775</b>	<b>\$9,811,839</b>	<b>\$11,071,469</b>	<b>\$12,141,715</b>	<b>\$12,214,126</b>	<b>\$12,669,732</b>	<b>\$13,593,295</b>	<b>\$6,787,275</b>

Total received from inception **\$132,446,964**

Fresno's Chaffee Zoo Corporation  
Aged Receivables Report  
as of February 28, 2017

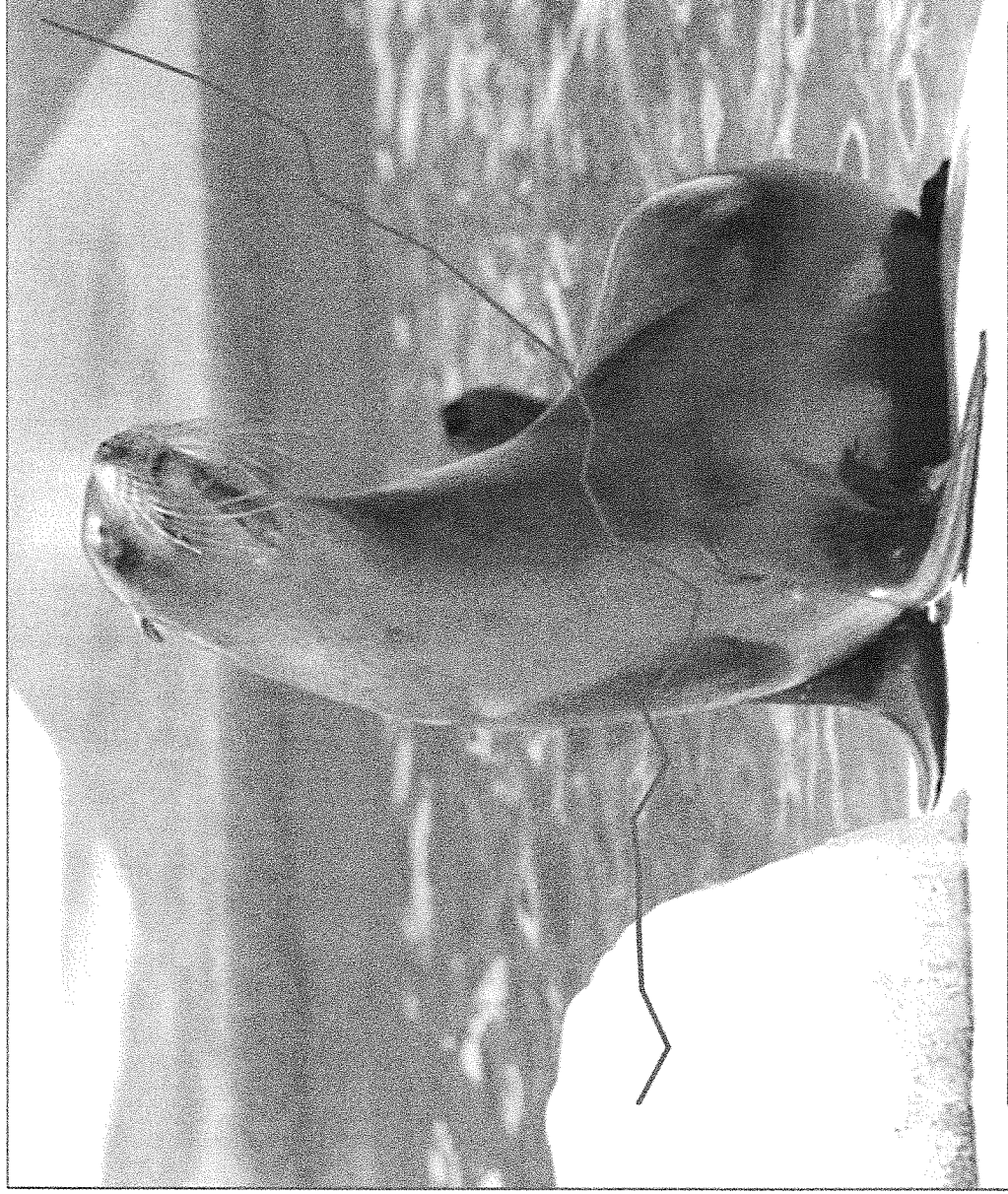
	<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90+ Days</u>	<u>Total</u>
Fresno County Zoo Authority	\$945,363				\$945,363
SSA	\$62,075				\$62,075
Sponsorships/Donations	\$2,471	\$1,900	\$11,000	\$40,000	\$55,371
School Groups	\$20,589				\$20,589
Miscellaneous	\$7,587				\$7,587
	<b>\$1,038,085</b>	<b>\$1,900</b>	<b>\$11,000</b>	<b>\$40,000</b>	<b>\$1,090,985</b>

# Fresno Chaffee Zoo Attendance Comparison 2015 - 2017



# Fresno Chaffee Zoo Attendance Totals

1,000,000  
900,000  
800,000  
700,000  
600,000  
500,000  
400,000  
300,000  
200,000  
100,000  
0



1996	359,444
1997	373,501
1998	341,498
1999	368,556
2000	371,911
2001	371,967
2002	377,174
2003	341,559
2004	368,782
2005	325,224
2006	311,247
2007	398,820
2008	429,272
2009	418,285
2010	443,251
2011	511,788
2012	580,226
2013	691,320
2014	703,325
2015	808,914
2016	964,091



## FY2017 March Financial Report

# Discussion of Financial Results

## As of March 31, 2017

- **Key Facts & Figures:**

- Self-generated revenue<sup>1</sup> of \$1,653,307 compared to budgeted revenue of \$2,178,562.
- Surplus of \$25,558<sup>2</sup> compare to budgeted surplus of \$89,479.
- Total personnel expenses are 9.7% under budget and total expenses are 14.8% under budget as of March 31, 2017.
- March 2017 attendance was 91,881 compared to budgeted attendance of 100,000, a decrease of 8.2%. March 2017 attendance was 21% behind March 2016 attendance of 115,624.
- YTD attendance of 176,244 compared to YTD budgeted attendance of 231,000, a decrease of 24%. March 2017 YTD attendance was 29% less than March 2016 YTD attendance of 249,435.

<sup>1</sup> Excludes investment income (unrealized gain/loss on investments).

<sup>2</sup> Excludes investment income (unrealized gain/loss on investments) and depreciation.

## March 2017

MTD Attendance				Increase/ Decrease
	2017	2016		
Attendance	91,881	115,624		-21%
Paid	47,806	68,537		-30%
Members	23,165	30,015		-23%
Group	13,512	10,310		31%
Other	7,398	6,762		9%
Giraffe Feeding	26,155	24,916		5%
Capture Rate	28%	22%		32%
Stingray Bay	39,554	26,632		49%
Capture Rate	43%	23%		87%
MTD Revenue				Increase/ Decrease
	2017	2016		
Admissions	\$410,237	\$563,461		-27%
Per Cap	\$4.46	\$4.87		-8%
Giraffe Feeding	\$57,432	\$50,752		13%
Per Cap	\$0.63	\$0.44		42%
Stingray Bay	\$33,546	\$38,977		-14%
Per Cap	\$0.37	\$0.34		8%
Membership	\$166,597	\$173,502		-4%
Contracted Services				Increase/ Decrease
	2017	2016		
Concessions	\$36,686	\$60,316		
Per Cap	\$0.40	\$0.52		
Gift Shop	\$25,239	\$43,401		
Per Cap	\$0.27	\$0.38		

Key:		
Equal to or ahead of 2016		
2% or less behind 2016		
More than 2% behind 2016		

YTD Attendance				Increase/ Decrease
	2017	2016		
Attendance	176,244	249,435		-29%
Paid	90,943	143,188		-36%
Members	55,543	77,946		-29%
Group	17,749	13,815		28%
Other	12,009	14,486		-17%
Giraffe Feeding	44,569	51,025		-13%
Capture Rate	25%	20%		24%
Stingray Bay	62,817	54,246		16%
Capture Rate	36%	22%		64%
YTD Revenue				Increase/ Decrease
	2017	2016		
Admissions	\$735,264	\$1,153,058		-36%
Per Cap	\$4.17	\$4.62		-10%
Giraffe Feeding	\$107,404	\$105,432		2%
Per Cap	\$0.61	\$0.42		44%
Stingray Bay	\$55,819	\$70,444		-21%
Per Cap	\$0.32	\$0.28		12%
Membership	\$361,149	\$429,179		-16%
Contracted Services				Increase/ Decrease
	2017	2016		
Concessions	\$57,138	\$81,244		
Per Cap	\$0.32	\$0.33		
Gift Shop	\$37,536	\$55,453		
Per Cap	\$0.21	\$0.22		

2016		Unaudited
		964,091
		494,728
		256,956
		97,710
		114,697
		219,994
		23%
		240,355
		25%
		\$4,099,886
		\$4.25
		\$450,838
		\$0.47
		\$298,588
		\$0.31
		\$1,323,769
		\$775,616
		\$0.80
		\$499,947
		\$0.52

Note: SSA did not have March numbers at the time March financial report was generated so concession and retail revenue is as of 2/28/17.



**Fresno's Chaffee Zoo Corporation**  
**Balance Sheet**  
March 2017

	FY17 @ 3/31/17	FY17 @ 2/28/17
<b>ASSETS</b>		
Cash	\$334,585	\$572,435
Short Term Investments	\$750,774	\$750,774
Long Term Investments	\$10,493,286	\$10,455,398
Accounts Receivable	\$1,176,313	\$1,064,752
Prepaid Expenses	\$203,372	\$194,152
Inventory	\$0	\$0
Building, Equipment, Vehicle and Furniture (net)	\$3,150,992	\$3,122,062
Exhibits	\$64,677,643	\$64,677,643
Construction in Progress	\$840,526	\$506,186
<b>TOTAL ASSETS</b>	<b><u>\$81,627,492</u></b>	<b><u>\$81,343,403</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Accounts Payable/Accrued Liabilities	\$794,291	\$803,881
Line of Credit	\$1,305,522	\$1,302,793
<b>Total Liabilities</b>	<b><u>\$2,099,813</u></b>	<b><u>\$2,106,675</u></b>
<b>Net Assets</b>		
Fund Balance-Unrestricted	\$78,106,491	\$77,820,578
Fund Balance-Temporarily Restricted	\$1,365,531	\$1,360,652
Fund Balance-Permanently Restricted	\$55,657	\$55,498
<b>Total Net Assets</b>	<b><u>\$79,527,679</u></b>	<b><u>\$79,236,728</u></b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$81,627,492</u></b>	<b><u>\$81,343,403</u></b>

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ March 31, 2017

	FY17 Budget	Current Month			Year-to-Date			FY16 Unaudited
		Month-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Variance	Year-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Variance	
REVENUE								
Self-Generated Revenue								
Admissions	\$4,303,500	\$476,083	\$410,237	(13.8)%	\$1,010,750	\$735,264	(27.3)%	\$4,099,886
Adopt an Animal	\$40,000	\$3,500	\$1,840	(47.4)%	\$20,500	\$14,985	(26.9)%	\$31,650
Board Designated for Endow	\$50,000	\$12,500	\$780	(93.8)%	\$12,500	\$1,180	(90.6)%	\$27,613
Education	\$435,600	\$40,058	\$24,944	(37.7)%	\$80,000	\$56,614	(29.2)%	\$405,903
Food Services	\$741,000	\$78,000	\$566	(99.3)%	\$175,000	\$57,704	(67.0)%	\$775,616
Gift Shop	\$503,500	\$53,000	\$0	(100.0)%	\$118,000	\$37,536	(68.2)%	\$499,947
Giraffe Feeding	\$460,000	\$53,000	\$57,432	8.4%	\$106,000	\$107,404	1.3%	\$450,838
Grants/Fundraising	\$400,650	\$30,054	\$7,769	(74.2)%	\$50,162	\$79,903	59.3%	\$313,361
Group Event/Facility Rental	\$480,000	\$20,000	\$30,587	52.9%	\$45,000	\$54,990	22.2%	\$604,641
Interest Income	\$377,500	\$15,208	\$16,318	7.3%	\$45,625	\$35,565	(22.0)%	\$327,020
Investment Income	\$0	\$0	\$21,570	0.0%	\$0	\$337,082	0.0%	\$390,063
Membership	\$1,250,000	\$163,500	\$166,597	1.9%	\$389,500	\$361,149	(7.3)%	\$1,323,499
Special Events	\$736,500	\$32,917	\$21,686	(34.1)%	\$36,750	\$47,768	30.0%	\$704,314
Stingray Exhibit	\$351,000	\$39,750	\$33,546	(15.6)%	\$77,750	\$55,819	(28.2)%	\$298,588
Other	\$69,000	\$4,875	\$3,219	(34.0)%	\$11,025	\$7,423	(32.7)%	\$61,312
Total Self-Generated Revenue	\$10,198,250	\$1,022,446	\$797,091	(22.0)%	\$2,178,562	\$1,990,389	(8.6)%	\$10,314,253
City of Fresno	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%	\$1,500,000
Measure Z-Capital Funds	\$0	\$0	\$319,415	0.0%	\$0	\$319,415	0.0%	(\$18,437)
Measure Z Operating Funds	\$4,522,000	\$378,962	\$511,546	35.0%	\$1,041,966	\$1,175,872	12.9%	\$4,190,869
TOTAL REVENUE	\$14,720,250	\$1,401,408	\$1,628,053	16.2%	\$3,220,528	\$3,485,676	8.2%	\$15,986,685

# Fresno's Chaffee Zoo Corporation

## Income Statement

@ March 31, 2017

	FY17 Budget	Current Month		Year-to-Date		Variance	Actual @ 3/31/2017	Year-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Variance	FY16 Unaudited
		Month-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Month-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017						
<b>EXPENSES</b>											
<b>OPERATING EXPENSES</b>											
<b>Personnel Expenses</b>											
Administration	\$1,027,088	\$111,437	\$92,791			(16.7)%		\$243,274	\$197,217	(18.9)%	\$787,983
Animal	\$3,329,896	\$358,672	\$355,158			(1.0)%		\$789,459	\$751,659	(4.8)%	\$3,014,559
Education	\$1,109,640	\$121,383	\$101,473			(16.4)%		\$262,544	\$206,930	(21.2)%	\$913,049
Maintenance/Horticulture	\$1,044,051	\$109,804	\$102,535			(6.6)%		\$248,284	\$229,115	(7.7)%	\$848,399
Mem/Dev/Marketing	\$775,318	\$84,950	\$80,982			(4.7)%		\$183,403	\$175,366	(4.4)%	\$716,455
Operations	\$100,129	\$10,710	\$11,091			3.6%		\$23,760	\$23,634	(0.5)%	\$89,802
Veterinary	\$403,330	\$42,782	\$43,913			2.6%		\$95,811	\$93,737	(2.2)%	\$390,983
Visitor Services	\$928,289	\$100,771	\$92,607			(8.1)%		\$219,857	\$187,666	(14.6)%	\$795,715
<b>Total Personnel Expenses</b>	<b>\$8,717,741</b>	<b>\$940,509</b>	<b>\$880,549</b>			<b>(6.4)%</b>		<b>\$2,066,392</b>	<b>\$1,865,323</b>	<b>(9.7)%</b>	<b>\$7,556,946</b>
<b>Other Expenses</b>											
Advertising	\$368,400	\$30,625	\$6,744			(78.0)%		\$90,875	\$29,240	(67.8)%	\$358,205
Animal Services	\$484,725	\$40,394	\$48,996			21.3%		\$121,181	\$96,012	(20.8)%	\$460,911
Computer/Software	\$68,530	\$3,565	\$822			(76.9)%		\$19,295	\$10,645	(44.8)%	\$54,455
Conservation	\$200,000	\$16,667	\$15,000			(10.0)%		\$50,000	\$15,000	(70.0)%	\$109,044
Contracted Services	\$681,800	\$50,829	\$48,394			(4.8)%		\$146,987	\$114,771	(21.9)%	\$698,027
Depreciation Expense	\$441,056	\$33,435	\$33,790			1.1%		\$100,306	\$101,370	1.1%	\$3,957,656
Dues	\$42,900	\$3,575	\$660			(81.5)%		\$10,725	\$40,047	273.4%	\$24,911
Equipment	\$264,430	\$18,911	\$28,272			49.5%		\$51,732	\$50,393	(2.6)%	\$238,221
Fleet	\$50,560	\$4,213	\$2,537			(39.8)%		\$12,640	\$4,007	(68.3)%	\$21,643
Food/Catering	\$302,150	\$21,258	\$8,966			(57.8)%		\$61,075	\$10,368	(83.0)%	\$325,917
Insurance	\$175,000	\$14,583	\$47,540			226.0%		\$43,750	\$75,512	72.6%	\$179,461
Miscellaneous Business	\$73,545	\$6,021	\$3,412			(43.3)%		\$17,862	\$4,961	(72.2)%	\$53,614
Office Supplies	\$32,450	\$2,704	\$2,296			(15.1)%		\$8,112	\$3,333	(58.9)%	\$33,739
Postage	\$68,545	\$8,977	\$416			(95.4)%		\$17,330	\$14,267	(17.7)%	\$61,189
Printing	\$201,317	\$18,389	\$10,583			(42.4)%		\$46,767	\$33,575	(28.2)%	\$174,398
Professional Services	\$209,500	\$17,392	\$21,854			25.7%		\$51,375	\$56,137	9.3%	\$276,499
Repairs and Replacements	\$337,050	\$27,587	\$33,005			19.6%		\$82,762	\$59,873	(27.7)%	\$266,287

## 7

	Current Month			Year-to-Date				
	FY17 Budget	Month-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Variance	Year-to-Date Budget @ 3/31/2017	Actual @ 3/31/2017	Variance	FY16 Unaudited
Service/Bank/Credit Card Fee	\$163,068	\$14,423	\$11,408	(20.9)%	\$36,267	\$44,541	22.8%	\$196,302
Signage	\$19,659	\$1,638	\$5,407	230.1%	\$4,915	\$5,938	20.8%	\$18,418
Specialized Services	\$41,800	\$3,483	\$6,857	96.9%	\$10,450	\$9,032	(13.6)%	\$50,432
Staff Development	\$194,266	\$16,189	\$8,848	(45.3)%	\$48,566	\$19,570	(59.7)%	\$116,054
Supplies	\$595,025	\$40,471	\$32,854	(18.8)%	\$114,412	\$76,109	(33.5)%	\$592,643
Telephone	\$51,550	\$4,296	\$5,768	34.3%	\$12,887	\$13,195	2.4%	\$51,231
Uniforms	\$42,800	\$3,567	\$2,352	(34.1)%	\$10,700	\$11,833	10.6%	\$36,706
Utilities	\$675,000	\$56,250	\$69,325	23.2%	\$168,750	\$137,758	(18.4)%	\$683,102
Other	\$25,575	\$1,450	\$448	(69.1)%	\$4,200	\$2,181	(48.1)%	\$25,287
Total Other Expenses	\$5,810,701	\$460,891	\$456,553	(0.9)%	\$1,343,921	\$1,039,668	(22.6)%	\$9,064,352
TOTAL OPERATING EXPENSES	\$14,528,442	\$1,401,399	\$1,337,102	(4.6)%	\$3,410,313	\$2,904,991	(14.8)%	\$16,621,298
Expansion/Nonoperating Exp.								
Expansion/Nonoperating Exp.	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%	\$1,018
Total Expansion/Nonoperating Exp.	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%	\$1,018
TOTAL EXPENSES	\$14,528,442	\$1,401,399	\$1,337,102	(4.6)%	\$3,410,313	\$2,904,991	(14.8)%	\$16,622,317
BEGINNING FUND BALANCE	\$78,946,994	\$79,236,728	\$79,236,728	0.0%	\$78,946,994	\$78,946,994	0.0%	\$79,582,625
NET SURPLUS/(DEFICIT)	\$191,808	\$8	\$290,951	3,476,018.6%	(\$189,785)	\$580,685	(406.0)%	(\$635,632)
ENDING FUND BALANCE	\$79,138,802	\$79,236,736	\$79,527,679	0.4%	\$78,757,209	\$79,527,679	1.0%	\$78,946,994

## Slide 7

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**BG1** Brian Goldman, 2/14/2017

## Measure Z Revenue Summary of Tax Proceeds

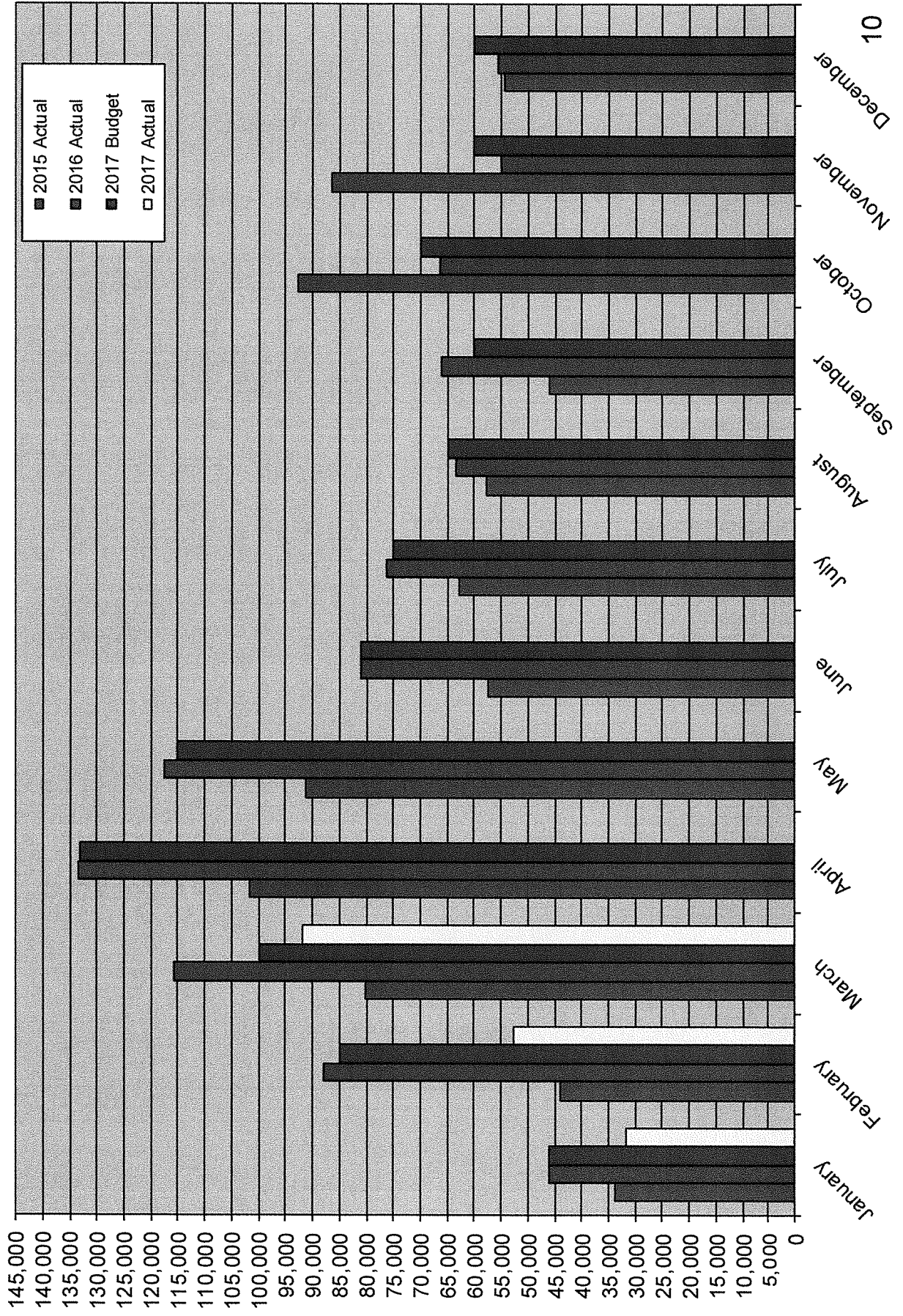
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
July	\$819,900	\$813,500	\$671,700	\$659,300	\$719,800	\$826,000	\$903,500	\$864,900	\$900,800	\$952,000
August	1,093,200	1,084,700	885,300	857,600	921,200	1,033,100	\$1,106,000	\$1,149,600	\$1,201,100	\$1,269,300
September	1,060,279	930,087	810,940	895,691	1,057,603	1,028,369	\$1,097,605	\$1,199,226	\$1,408,037	\$1,181,071
October	853,500	792,200	678,000	677,000	694,100	850,500	\$857,400	\$879,100	\$911,400	\$941,400
November	1,138,000	1,056,300	743,300	879,500	878,500	1,056,800	\$1,143,200	\$1,172,100	\$1,215,200	\$1,255,200
December	827,112	872,815	971,061	932,350	1,240,028	1,083,021	\$1,076,977	\$1,147,219	\$1,306,493	\$1,188,304
January	831,200	766,900	719,900	710,700	770,100	799,900	\$836,700	\$884,100	\$915,800	\$955,400
February	1,108,200	841,000	944,000	919,900	978,600	1,086,700	\$1,101,200	\$1,178,800	\$1,221,000	\$1,273,900
March	762,907	959,801	628,563	821,858	1,006,649	1,021,734	\$1,113,584	\$1,087,121	\$1,226,517	
April	699,000	652,000	594,300	618,400	716,100	846,500	\$788,000	\$804,100	\$819,500	
May	932,000	860,800	847,200	876,500	897,100	1,493,700	\$1,050,600	\$1,072,100	\$1,092,700	
June	1,026,580	730,781	821,511	963,040	1,191,689	1,015,391	\$1,139,360	\$1,231,366	\$1,374,748	
<b>Total</b>	<b>\$11,151,879</b>	<b>\$10,360,883</b>	<b>\$9,315,775</b>	<b>\$9,811,839</b>	<b>\$11,071,469</b>	<b>\$12,141,715</b>	<b>\$12,214,126</b>	<b>\$12,669,732</b>	<b>\$13,593,295</b>	<b>\$9,016,575</b>

Total received from inception **\$134,676,264**

**Fresno's Chaffee Zoo Corporation**  
**Aged Receivables Report**  
**as of March 31, 2017**

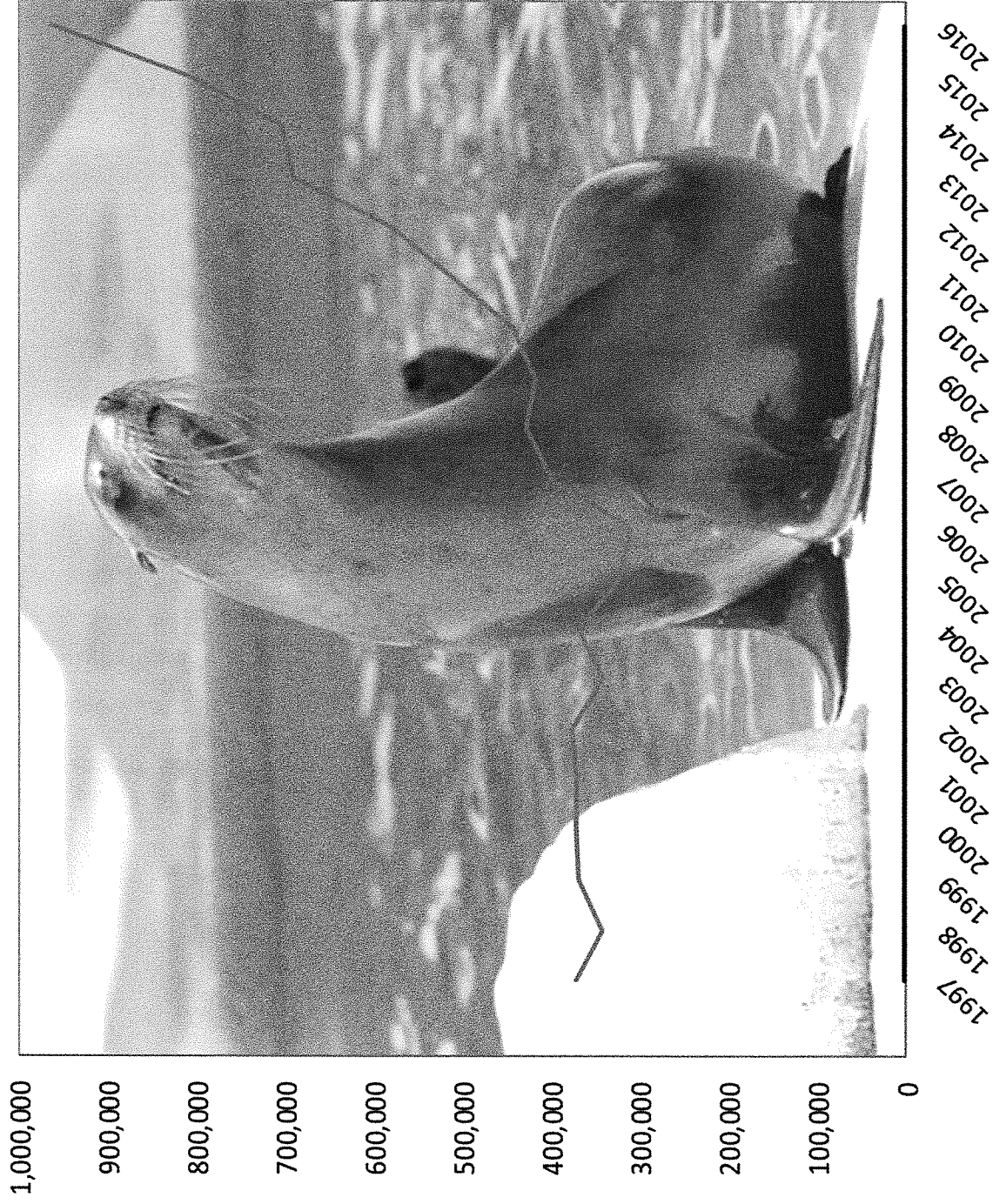
	<u><b>0-30 Days</b></u>	<u><b>31-60 Days</b></u>	<u><b>61-90 Days</b></u>	<u><b>90+ Days</b></u>	<u><b>Total</b></u>
<b>Fresno County Zoo Authority</b>	\$1,108,739				\$1,108,739
SSA	\$0				\$0
Sponsorships/Donations	\$2,700	\$2,500	\$9,000	\$22,019	\$36,219
School Groups	\$29,205				\$29,205
Miscellaneous	\$2,150				\$2,150
	<u><b>\$1,142,794</b></u>	<u><b>\$2,500</b></u>	<u><b>\$9,000</b></u>	<u><b>\$22,019</b></u>	<u><b>\$1,176,313</b></u>

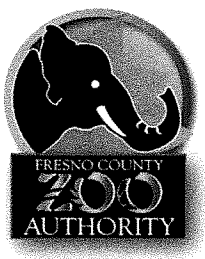
# Fresno Chaffee Zoo Attendance Comparison 2015 - 2017





# Fresno Chaffee Zoo Attendance Totals





DATE: April 26, 2017

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby  
Board Coordinator

RE: 2017 Measure Z Capital Funds Request – African River Design

---

RECOMMENDED ACTION(S):

Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$3,568,675.00 for design of African River

DISCUSSION:

African River exhibit will be a naturalistic exhibit that will include common hippos, Nile crocodiles, spotted-necked otters and African birds. The exhibit will be approximately one acre in size and will have underwater viewing of hippos.

The Fresno's Chaffee Zoo Corporation (FCZC) Selection Committee (Committee) reviewed and evaluated Statements of Qualifications from eight firms that responded to the Zoo's December 2015 Request for Qualifications. The three top ranked firms were selected to give presentations to the Committee, and Studio Hanson Roberts of Bainbridge Island, Washington, was unanimously selected as the architects for African River.

The Zoo Authority had previously approved funding of \$100,400 for the conceptual design of African River on June 26, 2016, and conceptual design is now complete.

Proposals for services for the project are found in Attachments A-E. Attachment A, pages 1 and 2, more fully describe the project, the scope of professional services and preliminary construction budget of Studio Hanson Roberts. Attachment B describes their design tasks and products for specific features and animals expected to be included in the exhibit. Soltek Pacific of San Diego is prepared to provide project management services

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BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
BRAND \_\_\_\_\_ HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ ROMAN \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

(Attachment C), and Civil Engineers Blair, Church and Flynn of Clovis propose to provide a topographic survey (Attachment D) The image on the last page shows the location of the project. A summary of the proposed expenses, including 10 percent contingency is shown in Attachment E.

The FCZC Board of Directors and Finance Committee approved this request on March 29, 2017.

ATTACHMENTS:

- A. Studio Hanson Roberts Hippo River Scope of Work and Fee Proposal (dated 1/5/17)
- B. Studio Hanson Roberts Hippo River Draft Design and Scope of Work (dated 1/6/17)
- C. Soltek Pacific Project Management Fee Proposal (dated 3/21/17)
- D. Blair, Church & Flynn Proposal (dated 2/8/17)
- E. African River Design Budget



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**Consultant Agreement Between Studio Hanson|Roberts  
& the Fresno Chaffee Zoo**

***DRAFT***

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- Part 1 – Agreement
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- Exhibit A – Concept Design - Letter of Engagement

**PART 1 - AGREEMENT**

- 1.1 AGREEMENT made as of the 5 day of January 2017
- 1.2 BETWEEN Studio Hanson|Roberts' client hereinafter identified as the Owner:
  - Fresno Chaffee Zoo
  - 894 West Belmont Avenue
  - Fresno, California
  - USA, 93728

And the Consultant:

  - Studio Hanson|Roberts
  - 250 Madrona Way, Suite 220
  - Bainbridge Island, Washington
  - USA 98110
- 1.3 OWNER'S REPRESENTATIVE  
Brian Goldman, Chief Financial Officer
- 1.4 CONSULTANT'S REPRESENTATIVE  
David Roberts, Principal, Studio Hanson|Roberts
- 1.5 PROJECT DESCRIPTION  
African Rivers Exhibit – including common hippo, Nile crocodile, African primates (a guenon species) and two aviaries – large and small - for African birds. Underwater viewing will be provided for both

common hippos and Nile crocodile. Several ungulate species will be considered to share space with the hippo grazing areas. The project will include animal exhibits, visitor paths and viewing shelters, an interpretive play area, animal holding areas and visitor amenities.

#### 1.6 SCOPE OF PROFESSIONAL SERVICES

Provide the Owner with the following professional services:

Site design, animal exhibit design, building design, interpretive design, planting design, engineering design including civil, structural, mechanical, and electrical, water filtration engineering for underwater viewing, cost control consulting.

Surveys, and geotechnical investigations and reports will be provided by the Owner.

The scope of services is based on the African River Conceptual Design Report, prepared in December 2016 and as described in Exhibit A. The project construction budget has been preliminarily defined as \$27-million with an ideal budget of \$24-million.

Exhibit A – Letter of Engagement, Schematic Design through Construction Administration, defining the Scope of Work, Tasks and Deliverables, and Project Schedule.

### PART 2 - GENERAL PROVISIONS

#### 2.1 GENERAL RESPONSIBILITIES OF THE PARTIES

##### 2.1.1 Cooperation:

The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this agreement. Both parties shall endeavor to maintain good working relationships among all members of the team.

##### 2.1.2. Complaints:

If the Owner is dissatisfied with the Consultant's work, or wishes to express a complaint, raise it as soon as possible with the Consultant's designated representative.

#### 2.2 REPORTS AND ADVICE

##### 2.2.2 Use of Advice, Plans, Drawings & Reports:

Any advice given or plan, drawing or report issued by the Consultant is provided solely for the Owner's use and benefit and only in connection with the purpose for which the Services are provided.

##### 2.2.1 Reliance on Drafts:

Do not place reliance on draft reports, plans, conclusions or advice issued by the Consultant as the same may be subject to further work, revision & other factors which may mean that such drafts are substantially different from any final report or advice issued.

#### 2.4 CONFLICT

In the event of any conflict between these terms and conditions and the Letter of Engagement, the Letter of Engagement shall prevail.

#### 2.5 LEGAL REQUIREMENTS

The Consultant shall design the Project to conform with applicable laws, codes, ordinances, rules and regulations of federal, state, and local authorities having jurisdiction.

#### 2.6 TERM OF AGREEMENT

The Consultant shall commence services on the date of the execution of this Agreement and shall terminate services upon satisfactory completion, or as otherwise stipulated in this Agreement. Time is of the essence for the Agreement. Except by the agreement of both parties to extend the agreement, this agreement will expire within four years after commencing.

### PART 3 - CONSULTANT'S RESPONSIBILITIES

#### 3.1 GENERAL RESPONSIBILITIES

- 3.1.1 The services performed by the Consultant are as enumerated in Part 4 and other relevant Parts of this Agreement.
- 3.1.2 The Consultant shall designate a representative authorized to act on behalf of the Consultant with respect to the professional services described by this Agreement.
- 3.1.3 The Consultant shall recommend to the Owner that appropriate investigations, surveys, tests, analyses, and reports be obtained as necessary for the proper execution of the Consultant's services.
- 3.1.4 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the Project Schedule.
- 3.1.5 The Consultant shall not be responsible for the acts or omissions of the Owner, its agents or employees, or other persons performing any of the professional services or Work.
- 3.1.6 The Consultant and its sub-consultants shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding.
- 3.1.7 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

#### 3.2 EVALUATION OF BUDGET AND SCOPE

- 3.2.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare and submit a preliminary estimate of the Cost of the Work. This estimate and each subsequent estimate shall be based upon a level of detail appropriate for the phase of work and discipline.
- 3.2.2 The Consultant shall cooperate with the Owner in determining the proper share of the budget to allocate for each aspect of the Work.
- 3.2.3 Re-estimate the Cost of the Work during each of the phases of the professional services. Consultant shall submit the revised estimate to the Owner, notifying the Owner if the revised estimate will cause the Owner's budget to be exceeded. Make recommendations to the Owner for appropriate revisions to the Work so that it conforms to the Owner's budget; and revise the scope of the Work designed by the Consultant as directed by the Owner.
- 3.2.4 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent the judgment as a design professional familiar with the construction industry. In providing opinions of Construction Cost, it is recognized that neither the Owner nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or tenders. The opinion of probable Construction Costs is based upon the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Consultant.
- 3.2.5 In preparing estimates for the Cost of the Work for the Project, the cost control consultant shall include contingencies for design, bidding, and price escalation.

- 3.2.6 If bids, tenders or negotiation for the portion of the Work designed by the Consultant has not commenced within 90-days of the time designated by the current Project schedule, the budget for this portion of the Work shall be adjusted to reflect the corresponding changes in prices in the construction industry.
- 3.2.7 If the budget is exceeded by the lowest bona fide bid or negotiated proposal by more than 10% the Consultant shall cooperate in revising the Project scope and quality as required to reduce the Cost of the Work, and with out additional compensation, shall modify the documents for which the Consultant is responsible, and re-bid or re-negotiate the Work.

#### PART 4 - SCOPE OF CONSULTANT'S SERVICES

##### 4.1 GENERAL

- 4.1.1 The services performed by the Consultant will be as enumerated in Part 4 Scope of Consultant's Services, Exhibit A Scope of Work, and other relevant Parts of this Agreement.
- 4.1.2 At each phase of the services, the Consultant shall make all modifications to the design of the Work as may be necessary to bring the Project in conformance with the Owner's budget.

##### ~~4.2 MASTER PLAN~~

- ~~4.2.1 The Consultant shall ascertain the requirements for the portion of the Work to be designed by the Consultant and shall confirm these to the Owner.~~
- ~~4.2.2 The Consultant shall review alternative systems with the Owner, attend necessary conferences, prepare necessary analyses, drawings and other documents, be available for general consultation, and make recommendations regarding basic systems for the portion of the Work designed by the Consultant. When needed the Consultant shall consult with public agencies or other organizations concerning Project requirements.~~

##### 4.2 CONCEPT DESIGN

- 4.2.1 The Consultant will ascertain the requirements for the portion of the Work to be designed by the Consultant and will confirm these to the Owner.
- 4.2.2 The Consultant will review various design approaches with the Owner, attend necessary conferences, prepare necessary analyses, be available for general consultation, and make recommendations regarding basic systems for the portion of the Work designed by the Consultant.
- 4.2.3 The Concept Design documents will consist of drawings, narratives, project program, and other media required to illustrate the design ideas sufficiently for the owner to understand and approve the concept design and to develop the initial estimate of the project budget.
- 4.2.4 When needed the Consultant will consult with public agencies or other organizations concerning Project requirements for zoning and other potential constraints to the project.

##### 4.3 SCHEMATIC DESIGN

- 4.3.1 The Consultant will prepare Schematic Design documents from the Concept Design studies and project program approved by the Owner.
- 4.3.2 The Schematic Design documents will consist of drawings, narratives, and other media required to illustrate the design concepts, define spatial relationships, scale, and the form of the Work designed by the Consultant.
- 4.3.3 When needed the Consultant will consult with public agencies or other organizations concerning Project requirements.
- 4.3.4 These documents will describe the Work in a manner and in such detail as may be required for the Consultant and Owner to fully understand and approve the proposed design.

##### 4.4 DESIGN DEVELOPMENT

- 4.4.1 The Consultant will prepare Design Development documents from the Schematic Design studies approved by the Owner.
- 4.4.2 The Design Development documents will consist of drawings, outline specifications and other documents to fix and describe the Work designed by the Consultant, including materials, equipment, component systems and types of construction or installation as may be appropriate.
- 4.4.3 These documents will describe the Work in a manner and in such detail as may be required for the Consultant and Owner to fully understand and approve the proposed design.
- 4.5 CONSTRUCTION DOCUMENTATION
  - 4.5.1 The Consultant shall prepare Construction Documents from the Design Development documents approved by the Owner.
  - 4.5.2 The Construction Documents shall consist of drawings, specifications, and other documents setting forth in detail the requirements for construction of the portion of the Work designed by the Consultant.
  - 4.5.3 The Consultant shall assist the Owner as necessary in connection with the Owner's responsibility for filing the documents concerning the Work designed by the Consultant required for approval of governmental authorities having jurisdiction over the project.
- 4.6 PLANNING AND BUILDING CONSENTS

The Consultant shall assist the Owner in its task of obtaining any planning and building consents, which may be required for construction.
- 4.7 BIDDING OR NEGOTIATION

The Consultant shall assist the Owner in obtaining and evaluating bids or negotiated proposals, and assist in awarding and preparing contracts for construction or installation.
- 4.8 CONTRACT ADMINISTRATION SERVICES
  - 4.8.1 The Consultant shall provide Contract Administration services commencing with the award of the initial Contract for Construction and terminating at issuance to the Owner of the final Certificate of Payment. However the Consultant shall be entitled to a Change in Services in accordance with Part 5 when Contract Administration services extend 60-days after the date of Substantial Completion.
  - 4.8.2 The Consultant shall visit the site at regular intervals as appropriate to the Contractor's operations for the Work designed by the Consultant or as otherwise established in Exhibit A Letter of Engagement:
    - (1) To become generally familiar with and to keep the Owner informed about the progress and quality of the Work,
    - (2) To endeavor to guard the Owner against defects and deficiencies in the Work,
    - (3) To determine in general if the Work is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Contract Documents.However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
  - 4.8.3 The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
  - 4.8.4 The Consultant shall report to the Owner deviations from the Contract Documents and from the Contractor's current construction schedule. However, the Consultant shall not be responsible for the Contractor's, or its Subcontractor's or their agent's, failure to perform the Work in accordance with the Contract Documents.
  - 4.8.5 The Consultant shall have access to the Work at all times and at all locations in its preparation.



- 4.8.6 Based upon the Consultant's evaluations of the Work and of the Contractor's Application for Payment, the Consultant shall assist the Owner in determining the amounts due the Contractor for the Work and shall certify such amounts to the Designer in writing.
- 4.8.7 Certification for payment by the Consultant to the Owner of the amounts due the Contractor shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject:
- (1) To an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
  - (2) To results of subsequent tests and inspections,
  - (3) To correction of minor deviations from the Contract Documents prior to completion, and,
  - (4) To specific qualifications expressed by the Consultants.
- 4.8.8 Upon written request of the Owner, the Consultant shall furnish to the Owner with reasonable promptness, in writing or in the form of drawings, interpretations of the Contract Documents prepared by the Consultant, if, in the opinion of the Owner, such interpretations are necessary for the proper execution or progress of the Work.
- 4.8.9 The Consultant shall within a reasonable time render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
- 4.8.10 The Consultant shall assist the Owner in determining whether the Owner shall reject Work, which does not conform to the Contract Documents, or whether additional testing or inspection is required.
- 4.8.11 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals pertaining to the Work, such as Shop Drawings, Product Data, and Samples; but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Following such appropriate action, the Consultant shall forward the Contractor's submittals to the Designer for final disposition. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the approved schedule of the Work, while allowing sufficient time in the Consultant's professional judgment to permit adequate review.
- 4.8.12 Review of the Contractor's Submittals pertaining to the Work is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences, or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.8.13 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Designer. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 4.8.14 The Consultant shall assist the Owner in preparing Change Orders and Construction Change Directives for the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 4.8.15 The Consultant shall assist the Owner in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion, shall review and approve, or take other appropriate action on, the Contractor's list of items to be completed or corrected, and shall forward the list to the Designer for final disposition. The Consultant shall assist the Owner in receiving from the Contractor and forwarding to the Owner, for the Owner's review and records, written warranties and

related documents required by the Contract and assembled by the Contractor with respect to the Work. If requested, the Consultant shall issue to the Owner a final certification in writing with respect to final payment for the portion of the Work designed by the Consultant.

- 4.8.16 Twelve months following the issuance of a Certificate of Substantial Completion, the Consultant shall conduct an inspection of the Work, prepare a report of all observed defective materials, equipment and workmanship that require corrective actions under any applicable warranties, and submit the same to the Contractor and the Owner.

## **PART 5 - CHANGE IN SERVICES**

### **5.1 CHANGE IN SERVICES**

- 5.1.1 Change in Services of the Consultant may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing.
- 5.1.2 The Consultant shall notify the Owner in writing prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services.
- 5.1.3 Except for a change due to the fault of the Consultant, Change in Services of the Consultant may entitle the Consultant to an adjustment in compensation.
- 5.1.4 If any of the following circumstances affect the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:
- (1) Change in the Owner's Project Budget which is due to a modification to the project Scope of Work.
  - (2) Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service,
  - (3) Enactment or revision of codes, laws, or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service,
  - (4) Decisions of the Owner not rendered in a timely manner,
  - (5) Significant changes in the project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method,
  - (6) Evaluation of the Owner's or Contractor's proposals, including the preparation or revision of Instruments of Service, and provision of other services in connection with Change Orders and Construction Change Directives,
  - (7) Providing consultation concerning replacement of Work resulting from fire or other causes during construction.
  - (8) Failure of performance on the part of the Owner, or the Owner's consultants or contractor,
  - (9) Evaluation of an extensive number of claims, submitted by the Owner's consultants, the Contractor or others in connection with the Work.
  - (10) Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto,
  - (11) Evaluation of substitutions proposed by the Owner or the Contractor after the award of the Contract for Construction,
  - (12) Preparation of design and documentation for proposal requests proposed by the Owner.
  - (13) Change in the Preliminary Project information contained in the Agreement between Owner and Consultant,
  - (14) Contract Administration Services provided 60-days after the date of Substantial Completion of the Work.

## **PART 6 – OWNER'S RESPONSIBILITIES**

### **6.1 GENERAL RESPONSIBILITIES**

- 6.1.1 The Owner shall provide available information in a timely manner regarding requirements for and limitations on the Work designed by the Consultant.
- 6.1.2 The Owner shall review the Consultant's work for compliance with the Owner's program and for overall coordination with the Project's design requirements.
- 6.1.3 The Owner shall provide authorization to proceed from each phase or milestone in the services to the subsequent phase or milestone.
- 6.1.4 The Owner shall periodically update the construction budget for the Project. The Owner shall not significantly increase or decrease the overall budget, the construction budget, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Consultant to a corresponding change in the Project scope and / or quality.
- 6.1.5 The Owner shall make final decisions in the selection of all materials, equipment, component systems and types of construction or installation of the Work.

## 6.2 OWNER'S REPRESENTATIVE

The Owner may designate a representative authorized to act on the Owner's behalf with respect to the Work. The Owner or its designated representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

## 6.3 COORDINATION OF THE WORK

The Owner shall provide copies of drawings, reports, specifications, and other necessary information to the Consultant to facilitate coordination and review with the services of the Consultant for the Project.

## 6.4 ADDITIONAL INFORMATION

If the Consultant considers it necessary for the Work the Consultant shall request that the Owner furnish the services of other consultants when such services are reasonably required by the scope of the Project, including but not limited to:

- (1) Surveys to describe the physical characteristics, legal limitations and documentation of utilities for the site of the Project, a written legal description of the Project site,
- (2) Geotechnical testing, analysis, reports and recommendations,
- (3) Structural, mechanical and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or by the Contract Documents.

The services, information, surveys and reports described in this Section will be furnished at no cost to the Consultant, who will be entitled to rely on the accuracy and completeness thereof. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omission, or inconsistencies in such services or information.

## 6.5 FAULTS OR DEFECTS

The Owner will provide prompt written notice to the Consultant if the Owner becomes aware of any fault of defect with respect to the Project designed by the Consultant including any errors, omissions or inconsistencies in the Consultant's Instruments of Service.

## 6.6 CONSULTATION WITH THE CONSULTANT

The Owner will confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of Shop Drawings, Product Data, Samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting the Work designed by the Consultant.

#### 6.7 OTHER CONSULTANTS

The Owner will advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

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### PART 7 - COST OF THE WORK

#### 7.1 DEFINITION

- 7.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Consultant.
- 7.1.2 The Cost of the Work designed by the Consultant shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Designer or Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- 7.1.3 The Cost of the Work does not include the compensation of the Consultant, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as defined in Part 6 of this Agreement.

### PART 8 - INSTRUMENTS OF SERVICE

#### 8.1 GENERAL

Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to the Project.

#### 8.2 PROJECT LICENSE

- 8.2.1 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of designing, administering, constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.
- 8.2.2 Any termination of this Agreement prior to completion of the Project shall terminate these licenses. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license(s) shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- 8.2.3 Except for the licenses granted in Section 8.2 no other license shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work.

#### 8.3 USE FOR OTHER PROJECTS

The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant.

#### 8.4 COPYRIGHT OF DOCUMENTS

- 8.4.1 Subject to clause 8.4.6 all new Intellectual Property held in any medium, whether electronic or otherwise, shall be jointly owned by the Client and the Consultant. The Client and the Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use such New Intellectual Property and each Party is free to make whatever use they wish of the New Intellectual Property without any obligation to obtain the other's consent or to account for any future benefits.
- 8.4.2 All Pre-existing Intellectual Property shall remain the property of the original owner. The Client's Intellectual Property shall remain the property of the Client. The Consultant hereby grants to the Client, or agrees to procure the grant to the Client of, an unrestricted royalty-free license to use and copy Pre-existing Intellectual Property to the extent reasonably required to enable the Client to make use of the Services or use, adapt, update or amend the Work. The Client hereby grants to the Consultant, an unrestricted royalty-free license to use and copy the Client's Intellectual Property provided to the Consultant to the extent reasonably required to enable the Consultant to provide the Services.
- 8.4.3 The Consultant confirms (save in respect of any of the Client's Intellectual Property and subject to clause 8.4) that the New Intellectual Property, the Pre-existing Intellectual Property, the Services and the Services as incorporated in the Works will not infringe any intellectual property or other rights of any third party.
- 8.4.4 The Consultant does not warrant the suitability of the New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
- 8.4.5 The Client owns, or has the right to use, Confidential Information disclosed or provided to the Consultant under this Agreement.
- 8.4.6 The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with Client.
- 8.5 CONFIDENTIALITY & PUBLICITY
- 8.5.1 Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received for the purposes of providing or receiving these services. Each party agrees that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between the parties.
- 8.5.2 Unless otherwise set out in the Letter of Engagement, the Consultant shall be entitled to disclose, advertise, and publicize these services.

## PART 9 - DISPUTE RESOLUTION

### 9.1 NEGOTIATION

The Consultant and Owner shall endeavor to make all reasonable efforts to resolve any disputes by amicable negotiation and agree to provide, without prejudice, candid and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. Any disputes concerning the Consultant's performance of this Agreement, which are not resolved by negotiation between the Consultant and Owner may then be resolved by such other legal means to resolve disputes as are determined by the parties.

### 9.2 GOVERNING LAW

- 9.2.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the services are performed.
- 9.2.2 Should any clause of this agreement be deemed unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be interpreted as if that clause did not exist.

### 9.3 CONSEQUENTIAL DAMAGES

- 9.3.1 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement.

- 9.3.2 Each of the Parties sole remedy for loss or damage caused by, related to, or arising from any act or omission of the Consultant or Owner in connection with this Agreement shall be limited to the recovery of the amount of actual, direct damages which are proven, up to but not to exceed the total compensation received by the Consultant under this Agreement.
- 9.3.3 In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

## PART 10 - TERMINATION OR SUSPENSION

### 10.1 TERMINATION FOR CAUSE

- 10.1.1 Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- 10.1.2 Upon termination each party shall upon written request from the other return to the other all property & documentation of the other that is in its possession or control except that the Consultant shall be entitled to retain a reasonable number of copies of such documents that it requires to maintain a record of its involvement in the Engagement;
- 10.1.3 In the event of such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and/or other materials.

### 10.2 FOR CONVENIENCE OF THE OWNER

- 10.2.1 The Owner may, prior to the Consultant's full performance, upon not less than five (5) working days written notice, terminate this Agreement without cause for the convenience of the Owner.
- 10.2.2 Upon such termination, all finished or unfinished documents and other materials as described in Section 10.1 shall, at the option of the Owner, become its property.
- 10.2.4 If this Agreement is terminated by the Owner as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement.

### 10.3 FOR CONVENIENCE OF THE CONSULTANT

- 10.3.1 The Consultant may terminate this Agreement at any time by not less than five (5) working days notice in writing from the Consultant to the Owner. Upon such termination, all finished or unfinished documents and other materials as described by Section 10.1 shall, at the option of the Owner, become the Owner's property. If this Agreement is terminated by the Consultant, the Consultant shall receive no compensation over and above the amount earned through the date of termination.

### 10.4 FOR REASONS BEYOND CONTROL OF PARTIES

Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

## PART 11 - MISCELLANEOUS PROVISIONS

### 11.1 ELECTRONIC COMMUNICATIONS

- 11.1.1 During the period of this agreement the parties may wish to communicate electronically with each other. However, the electronic transmission of information cannot be guaranteed to be secure or error

free & such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

- 11.1.2 Both parties agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically, but we recognize that such procedures cannot be a guarantee that transmissions will be virus free.
- 11.1.3 Accordingly, we shall each be responsible for protecting our own interests in relation to electronic communications & for ensuring that an electronic communication is not misaddressed.

## 11.2 HAZARDOUS MATERIALS OR TOXIC SUBSTANCES

- 11.1.1 Unless otherwise provided in this Agreement, the Owner and the Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous or toxic substances at the Project site.

## 11.2 ASSIGNABILITY

- 11.2.1 This Agreement will not be assigned or transferred by either party without the prior written consent of the other.

## PART 12 - FEES AND PAYMENTS TO THE CONSULTANT

### 12.1 FEES

- 12.1.1 The Consultant's Fees for all Services and Responsibilities shall not exceed the amounts listed below in this section as amended by agreement for Additional Services.
- 12.1.2 These Fees shall remain constant throughout the project unless changes are authorized as outlined in this Agreement.
- 12.1.3 The Owner, at its sole discretion may elect to authorize additional Services.
- 12.1.4 Direct costs incurred by the Consultant in performing the Services and Responsibilities described in this Agreement are included in the Consultant's Fee shown above.

### 12.2 ADDITIONAL DIRECT COSTS

- 12.2.1 Additional Direct Costs shall be approved in advance and in writing by amendment. Additional Direct Costs shall be reimbursed at Cost plus 5% when supported by proper records.

### 12.3 PAYMENT PROCEDURES

- 12.3.1 Payments will be made on submission of monthly requests for payment based upon that portion (percentage) of the Services completed at each phase of the design.
- 12.3.2 The Consultant's request for payment will clearly define the amounts of the Consultant's Fee, any approved amendments, total fee and total past payments, by phase billing of Consultant's fee, and for current phase billing of authorized additional direct costs due, if any.
- 12.3.3 Payments to the Consultant shall be made within 30-days after submission of each invoice.

### 12.4 FEE AND PAYMENT SCHEDULE

The Owner shall provide payment of the Consultant's Fee in accordance with the following schedule:

- (1) Concept Design Phase..... US\$ 100,400.00
- (2) Schematic Design Phase ..... US\$ 480,250.00
- (3) Design Development Phase..... US\$ 797,100.00
- (4) Construction Documents Phase..... US\$ 1,089,000.00
- (5) Bidding Phase..... US\$ 76,700.00
- (6) Construction, Commissioning, and Warrantee Phase ..... US\$ 690,400.00

Total Fees: \$3,233,850.00

## PART 13 - INDEMNIFICATION AND INSURANCE

### 13.1 INDEMNIFICATION

- 13.1.1 Consultant agrees to hold harmless, and indemnify the Owner, and its successors, assigns, directors, officers, and employees, from and against any and all liabilities of any kind, for bodily injury or death to any person (and including specifically bodily injury or death to any employee of Consultant or any subcontractor thereof), or damage to property of any person that arises out of or is in any way connected with the services to be performed under this Agreement, but only to the extent that such claims, suits, actions proceedings, or liabilities result from the negligent act of the Consultant.
- 13.1.2 Owner agrees to hold harmless and indemnify the Consultant, and its successors, assigns, directors, officers, and employees, from and against any and all liabilities of any kind, for bodily injury or death to any person (and including specifically bodily injury or death to any employee of Consultant or any subcontractor thereof), or damage to property of any person that arises out of or is in any way connected with the services to be performed under this Agreement, but only to the extent that such claims, suits, actions proceedings, or liabilities result from the negligent act of the Owner.

### 13.2 PROFESSIONAL LIABILITY INSURANCE

- 13.2.1 The Consultant shall maintain insurance covering claims arising out of the performance of the professional services under this agreement and caused by errors, omissions, or negligent acts for which the Consultant is liable. The consultant shall maintain this insurance in effect, if available, after the completion of professional services under this Agreement until the expiration of the applicable statutes of limitations, or such reasonable period as agreed to by the Owner and Consultant.
- 13.2.2 The Consultant shall provide a policy of professional liability insurance. Such policy must provide a minimum coverage of US\$ 1,000,000 per each occurrence.
- 13.2.3 At the request of the Owner, the Consultant shall provide evidence of the required insurance furnished by the Consultant's insurance carrier.

### 13.3 GENERAL LIABILITY INSURANCE

- 13.3.1 The Consultant shall maintain insurance covering claims for bodily injury, or death to any person, or damage to property of any person that arises out of or is in any way connected with the Work to be performed under this Agreement, but only to the extent that such claims, suits, actions proceedings, or liabilities result from the negligent act of the consultant.
- 13.3.2 The Consultant shall provide a policy of commercial general liability insurance, written on an occurrence form including all usual coverages. This policy must provide the following minimum coverage:  
Bodily Injury and Property Damage: US\$ 1,000,000 per occurrence, US\$ 2,000,000 annual aggregate.
- 13.3.3 The Consultant shall provide a policy of commercial automobile liability insurance, including coverage for owned, non-owned leased or hired vehicles with the following minimum coverage:  
US\$ 1,000,000 per accident.
- 13.3.4 At the request of the Owner, the Consultant shall provide evidence of the required insurance furnished by the Consultant's insurance carrier.

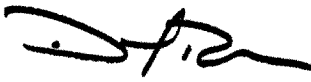


PART 14 - SIGNATURE FORM

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

THE CONSULTANT  
Studio Hanson|Roberts

THE OWNER  
Fresno Chaffee Zoo

  
By: \_\_\_\_\_ 5 January 2017  
Signature Date

David Roberts  
Principal

By: \_\_\_\_\_  
Signature Date

Scott Barton  
Executive Officer | CEO

EXHIBIT A – CONCEPT LETTER OF ENGAGEMENT: Scope of Work, Schedule, Tasks, & Deliverables

A.1.1 The letter dated 5 January 2017 is hereby made a part of this contract.

5 January 2017, updated  
(26 November 2016, original letter)

Scott Barton, CEO  
Brian Goldman, CFO  
Mike Elrod, Project Coordinator  
Fresno Chaffee Zoo  
894 W. Belmont Avenue  
Fresno, California 93728  
Re: Hippo River:

**Scope of Work and Fee Proposal**

Schematic Design through Construction Administration

Attachments:

- Project Schedule
- Scope of Work

Dear Scott, Brian, and Mike:

The following letter presents Studio Hanson|Roberts professional design services for all remaining phases of the Hippo River project. We have sharpened our 'pencils' to provide the best value to the Zoo: keeping well in mind that we want to be able to provide the thoughtful and comprehensive services that this complex and detailed design project deserves.

SHJR's services include the coordination and direction of the design team members. We have included time for coordination with the interpretive design, which will be provided by the Zoo. Themed interpretive elements such as general theming, sculptures, and parallel play areas have been included in SHJR's proposed work.

We look forward to your assistance in identifying local design team members who have worked well with the Fresno Chaffee Zoo. We look forward to discussing the merits of various project team members as we commence Schematic Design. Our tentative design team is as follows:

- Site Design – Studio Hanson|Roberts
- Exhibit Design – Studio Hanson|Roberts
- Viewing and Holding Building Design – Studio Hanson|Roberts + local Architect
- Life Support System Design – Ted Maranda Associates, Ted Maranda principal
- Water Conservation (LSS) – Natural Systems International, Michael Ogden principal
- Irrigation Design – **to be selected**
- Civil Engineering – **to be selected**
- Structural Engineering (including aviary design) – Hope-Amundson Engineering, San Diego, Mike West principal engineer
- Geotechnical Engineer – **provided by Owner**
- Mechanical Engineering – LNCA Mechanical Engineers, Gilbert Nye
- Electrical Engineering - **to be selected**
- Lighting Design – **to be selected**
- Cost Control Consultant – Oppenheim Lewis Incorporated, Scott Lewis

In the accompanying *Detailed Scope of Work*, we have outlined a design process, which brings the design team to the Zoo every 4 to 8 weeks, for periods of two to four days. These interactive working sessions will allow us to work directly with Zoo staff, and our engineering team members, making decisions and modifying the design for immediate feedback and approvals. Each phase of the design will feature three to four of these multiple-day long sessions. Between these meetings, we will be holding bi-weekly teleconferences with shared computer screens to insure team coordination.

During construction, Studio HJR will have a bi-weekly presence on site of one to three day long visits as required by the work. On alternate-weeks we can communicate via teleconferences with shared computer screens as needed.

We expect that physical and electronic models will form an important part of the design and decision making process. We have included study models - both physical and electronic - for communication with the Zoo and the consultant team in the fixed fees below. Rendered electronic walk-through / fly-through presentation models will be an additional cost beyond the fixed fees listed.

#### ***Design and Construction Schedule:***

Following our December 2016 final Concept Design meetings, we have developed a 'relaxed' project schedule which opens the exhibit at the beginning of June 2020. The project schedule has been developed to optimize the Zoo's participation and feedback into the design process. We have included eighteen months of design, several months for bidding and construction contracts, eighteen months for construction, and two months for commissioning and animal introductions.

#### ***Professional Fees:***

The following fees provide for the tasks described in the attached scope of work, include the team members described above, and all miscellaneous design services customary for a complete project. We have included all miscellaneous expenses including travel to the project site for meetings and

inspections.

These fees were developed based on the scope of work shown on the **African River Conceptual Design Report**, December 2016. The construction budget, including contingencies, is estimated to be \$27-million. The fees described below will be held constant, unless the project scope of work is increased.

#### Design Fees

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Schematic Design.....	\$ 480,250
Design Development .....	\$ 797,100
Construction Documentation .....	\$ 1,089,000
Negotiations and Bidding.....	\$ 76,700
Construction Administration.....	\$ 690,400
<b>Professional Fees Total.....</b>	<b>\$ 3,133,450</b>

(11.60% of the construction budget)

#### Models

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Physical Models and Study Electronic Models .....	included in fees above
Electronic Rendered Walk-through.....	TBD \$25,000 to \$75,000

The fees are proposed as fixed fees. All miscellaneous expenses are included in fixed fees above including travel for the meetings indicated in the scope of work.

We are looking forward to an exciting project, with a grand opening in the early summer of 2020.

Sincerely,



Becca Hanson FASLA  
Principal



David Roberts, ASLA  
Principal



06 January 2017

Fresno Chaffee Zoo – Hippo River

## Draft Design Scope of Work

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This document describes the schedule and primary work tasks for the Hippo River project. It is a narrative which provides the tasks on which the work plan is based.

### Schedule - Design Tasks & Construction

#### **1. Schematic Design – 5 Months**

- **Meetings**
  - Project Site Meetings (at FCZoo)
    - 60% review meeting 3 to 4 days
    - 100% review meeting and presentation(s)
  - Teleconferences
    - Bi-weekly coordination meetings, 2 to 3 hours each as required
- **Reports**
  - Schematic Design Report
    - Project Summary
      - Overview of project goals and objectives
      - Animal Welfare
      - Guests: circulation, capacity, amenities
      - Environmental opportunities and constraints
        - Water conservation
        - Energy conservation and operation costs
      - Operations: staffing, maintenance operations required
      - Implementation: permitting and other constraints
    - Design Program
      - Develop and update the animal and visitor requirements
    - Construction Budget
      - Summary of estimated costs
      - Detailed estimate
- **Specifications**
  - Preliminary schedule of materials, and finishes
  - Narrative description of exhibit operations and animal management systems
  - Narrative description of building mechanical systems
  - Narrative description of site and building electrical systems
  - Narrative description of water treatment systems and water conservation
- **Models**
  - Preliminary physical model of entire project – 1" = 20' 0"
  - Preliminary electronic models:
    - Hippo Plunge and viewing
    - Crocodile Pool and viewing
  - Hydraulic Pool Models at SD or wait to DD phase

Physical or electronic models of water flow and deposition of manure: with University assistance?

- **Exhibit Drawings and Schedules**

- Site:
  - Illustrative Site Plans – 1" = 20' 0", 36x48 sheets – 1
  - Circulation, Boundaries, and Setbacks - Plans – 1" = 20' 0", 36x48 sheets – 1
  - Illustrative Site Plan over Survey – 1" = 20' 0", 36x48 sheets – 1
  - Plant Massing (tree preservation) Plans – 1" = 20' 0", 36x48 sheets – 1
- Wetlands and Wetland Hippo Pool:
  - Entry, Boardwalks, & Bridges – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Lower Hippo Pool and Aviary:
  - Boardwalks, Pool, Aviary, & Grazing – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Adventure Play:
  - Play Structures and Visitor Amenities – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Crocodile Pool:
  - Pool and Beaches, Viewing Shelters, – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Hippo Plunge Pool:
  - Pool and Beaches, Viewing Shelter, Event Space, Training Boma – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Guenon Forest:
  - Exhibit Enclosure, Overhead transfers, Viewing Shelter – sections, 1/8" = 1'-0", 1, 36x48 sheets
- Holding Buildings:
  - Hippo & Bird/Ungulate Holding Floor Plan – 1/8" = 1'-0", 1, 36x48 sheets
  - Hippo & Bird/Ungulate Holding Section & Elevations – 1/8" = 1'-0", 1, 36x48 sheets
  - Crocodile Holding and Bird Holding Floor Plans – 1/8" = 1'-0", 1, 36x48 sheets
  - Crocodile Holding and Bird Holding Section and Elevations – 1/8" = 1'-0", 1, 36x48 sheets
  - Guenon Holding Floor Plan – 1/8" = 1'-0", 1, 36x48 sheets
  - Guenon Holding Section and Elevations – 1/8" = 1'-0", 1, 36x48 sheets
  - Water Treatment Equipment Building Plan - 1/8" = 1'-0", 1, 36x48 sheets
  - Water Treatment Equipment Building Section and Elevations - 1/8" = 1'-0", 1, 36x48 sheets

- **Engineering Drawings and Schedules**

- Civil:
  - Storm and Sanitary Sewerage Site Plans – 1" = 20' 0", 1, 36x48 sheets
  - Water Supply System Site Plans – 1" = 20' 0", 1, 36x48 sheets
- Electrical Systems:
  - Electrical Distribution Site Plans – 1" = 20' 0", 1, 36x48 sheets
- Mechanical Systems:
  - No plans at schematic design?
- Water Treatment Systems:
  - Diagrammatic Site Plans – 1" = 20' 0", 1, 36x48 sheets
  - Schematic equipment layout plan - 1/8" = 1'-0", 1, 36x48 sheets

## 2. Design Development – 6 Months

- **Meetings**

- Project Site Meetings (at FCZoo)
  - 40% review meeting 3 to 4 days

- 75% review meeting 3 to 4 days
- 100% review meeting and presentation(s) 3 to 4 days
- Preliminary meetings with permitting agencies?
- Teleconferences
  - Bi-weekly coordination meetings, 2 to 4 hours each as required
- **Reports**
  - Design Development Report (update and add detail to SD report)
    - Project Summary
      - Overview of project goals and objectives
      - Animal Welfare
      - Guests: circulation, capacity, amenities
      - Environmental opportunities and constraints
        - Water conservation
        - Energy conservation and operation costs
      - Operations: staffing, maintenance operations required
      - Implementation: permitting and other constraints
    - Design Program (includes schedule of accommodation)
      - Update the animal requirements
      - Update the visitor requirements
      - Update the operational requirements
    - Construction Budget
      - Summary of estimated costs
      - Detailed estimate
- **Project Manual**
  - Schedule of materials and finishes
  - Draft Project Manual – all specifications sections
  - Narrative description of exhibit operations and animal management systems
  - Narrative description of building mechanical systems
  - Narrative description of site and building electrical systems
  - Narrative description of water treatment systems and water conservation
- **Models**
  - Preliminary physical model of entire project – 1" = 10' 0"
  - Electronic simulated walk-through of entire project?
  - Hydraulic Pool Models: at DD phase?  
Physical or electronic models of water flow and deposition of manure: with University assistance?
- **Exhibit Drawings and Schedules**
  - Overall Site:
    - Context Site Plans – 1" = 20' 0", 36x48 sheets – 1
    - Illustrative Site Plans – 1" = 10' 0", 36x48 sheets – 2
    - Illustrative Site Plan over Survey - 1" = 10' 0", 36x48 sheets – 2
    - Circulation, Boundaries, and Setbacks - Plans – 1" = 20' 0", 36x48 sheets – 1
    - Plant Massing (tree preservation) Plans – 1" = 10' 0", 36x48 sheets – 2
  - Wetlands and Wetland Hippo Pool:
    - Entry, Boardwalks, & Bridges – sections and details, 1/8" = 1'-0", 1, 36x48 sheets
  - Lower Hippo Pool and Aviary:
    - Boardwalks, Pool, Aviary, & Grazing – sections and details 1/8" = 1'-0", 2, 36x48 sheets

- Adventure Play:
  - Enlarged Plan - 1/4" = 1'-0", 1, 36x48 sheets
  - Play Structures & Visitor Amenities – sections and details, 1/4" = 1'-0", 1, 36x48 sheets
- Crocodile Pool:
  - Enlarged Plan – rockwork, shelters - 1/4" = 1'-0", 1, 36x48 sheets
  - Pool and Beaches, Viewing Shelters, – sections and details, 1/4" = 1'-0", 2, 36x48 sheets
- Hippo Plunge Pool:
  - Plunge Pool Enlarged Plan – rockwork, shelters - 1/4" = 1'-0", 1, 36x48 sheets
  - Event Space Plan - 1/4" = 1'-0", 1, 36x48 sheets
  - Pool and Beaches, Viewing Shelter, Event Space, Training Boma – sections and details, 1/8" = 1'-0", 2, 36x48 sheets
- Guenon Forest:
  - Guenon Exhibit Enlarged Plan – rockwork, shelters, transfers - 1/4" = 1'-0", 1, 36x48 sheets
  - Exhibit Enclosure, Overhead transfers, Viewing Shelter – sections and details, 1/8" = 1'-0", 2, 36x48 sheets
- Viewing Shelters
  - Lower Hippo Boardwalk Shelters
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Structural Schedules and Details – various scales - 1, 36x48 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
  - Crocodile Shelter
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Structural Schedules and Details – various scales - 1, 36x48 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
  - Hippo Plunge Shelter
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Structural Schedules and Details – various scales - 1, 36x48 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
  - Guenon Shelter
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Structural Schedules and Details – various scales - 1, 36x48 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
- Aviaries
  - Lower Hippo Aviary
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Structural Schedules and Details – various scales - 1, 36x48 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
  - Crocodile Aviary
    - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets

- Structural Schedules and Details – various scales - 1, 36x48 sheets
- Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
- Guenon Enclosure
  - Foundation Plan - 1/4" = 1'-0", 1, 36x48 sheets
  - Framing Plan - 1/4" = 1'-0", 1, 36x48 sheets
  - Structural Schedules and Details – various scales - 1, 36x48 sheets
  - Mesh Connection Details, 1/4" = 1'-0", 1, 36x48 sheets
- Holding Buildings:
  - Hippo & Bird/Ungulate Holding
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 36x48 sheets
    - Foundation and Framing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Sections & Elevations – 1/4" = 1'-0", 2, 36x48 sheets
    - Wall Sections, Details, Schedules – 2, 36x48 sheets
    - Animal Barriers and Details – 2, 36x48 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Mechanical System Details and Schedules, 1, 36x48 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Plumbing System Details and Schedules, 1, 36x48 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Electrical System Details and Schedules, 1, 36x48 sheets
  - Crocodile Holding and Bird Holding
    - Floor and Roof Plans – 1/4" = 1'-0", 1, 36x48 sheets
    - Foundation and Framing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Sections and Elevations – 1/4" = 1'-0", 2, 36x48 sheets
    - Wall Sections, Details, Schedules – 2, 36x48 sheets
    - Animal Barriers and Details – 2, 36x48 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Mechanical System Details and Schedules, 1, 36x48 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Plumbing System Details and Schedules, 1, 36x48 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Electrical System Details and Schedules, 1, 36x48 sheets
  - Guenon Holding
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 36x48 sheets
    - Foundation and Framing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Sections and Elevations – 1/4" = 1'-0", 2, 36x48 sheets
    - Wall Sections, Details, Schedules – 1, 36x48 sheets
    - Animal Barriers and Details – 1, 36x48 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Mechanical System Details and Schedules, 1, 36x48 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Plumbing System Details and Schedules, 1, 36x48 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Electrical System Details and Schedules, 1, 36x48 sheets
  - Water Treatment Equipment Building
    - Floor and Roof Plan - 1/4" = 1'-0", 1, 36x48 sheets
    - Foundation and Framing Plan, 1/4" = 1'-0", 1, 36x48 sheets



- Sections and Elevations - 1/4" = 1'-0", 2, 36x48 sheets
    - Wall Sections, Details, Schedules – 2, 36x48 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Mechanical System Details and Schedules, 1, 36x48 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Plumbing System Details and Schedules, 1, 36x48 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 36x48 sheets
    - Electrical System Details and Schedules, 1, 36x48 sheets
  - **Engineering Drawings and Schedules**
    - Civil:
      - Storm and Sanitary Sewerage Site Plans – 1" = 20' 0", 1, 36x48 sheets
      - Storm and Sanitary Sewerage Profiles – 1" = 10' 0", 2, 36x48 sheets
      - Storm and Sanitary Sewerage Details and Schedules– 1/4" = 1'-0", 1, 36x48 sheets
      - Water Supply System Site Plans – 1" = 20' 0", 1, 36x48 sheets
      - Water Supply System Details and Schedules – 1/4" = 1'-0", 1, 36x48 sheets
    - Electrical Systems:
      - Electrical Distribution Site Plans – 1" = 20' 0", 1, 36x48 sheets
      - Electrical Distribution Details and Schedules – 1/4" = 1'-0", 1, 36x48 sheets
      - Site Lighting Plan - 1" = 20' 0", 1, 36x48 sheets
      - Site Lighting Details and Schedules - 1/4" = 1'-0", 1, 36x48 sheets
    - Water Treatment Systems:
      - Site Plans – 1" = 20' 0", 1, 36x48 sheets
      - Equipment Layout Plan - 1/4" = 1'-0", 1, 36x48 sheets
      - Flow Diagrams, 1, 36x48 sheets
      - Equipment and Installation Details, various scales, 2, 36x48 sheets
    - Wetland Treatment Systems:
      - Site Plans – 1" = 20' 0", 1, 36x48 sheets
      - Flow Diagrams, 1, 36x48 sheets
      - Equipment and Installation Details, various scales, 1, 36x48 sheets
- 3. Construction Documentation – 8 Months**
- **Meetings**
    - Project Site Meetings (at FCZoo)
      - 40% review meeting 3 to 4 days
      - 75% review meeting 3 to 4 days
      - 90% review meeting 3 to 4 days
      - 100% review meetings 2 to 3 days
      - Applications and meetings with permitting agencies
    - Teleconferences
      - Bi-weekly coordination meetings, 2 to 4 hours each as required
  - **Reports**
    - Design Program
      - Update the animal requirements
      - Update the visitor requirements
      - Update the operational requirements
    - Construction Budget
      - Summary of estimated costs
      - Detailed estimate
  - **Project Manual**

- Procurement and Contract for Construction
- General Conditions
- Specifications
  - Civil
  - Exhibit Design
  - Architecture
  - Mechanical Systems
  - Electrical Systems
- **Exhibit Drawings and Schedules**
  - Site Plans:
    - Context Site Plans – 1" = 20' 0", 24x36 sheets – 2
    - Site Survey Plans - 1" = 10' 0", 24x36 sheets – 6
    - Site Layout Plans – 1" = 10' 0", 24x36 sheets – 6
    - Site Grading Plans – 1" = 10' 0", 24x36 sheets – 6
    - Planting Plans – 1" = 10' 0", 24x36 sheets – 6
    - Irrigation Plans – 1" = 10' 0", 24x36 sheets – 6
  - Detailed Site Plans
    - Adventure Play Enlarged Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Crocodile Pool Enlarged Plan – rockwork, shelters - 1/4" = 1'-0", 1, 24x36 sheets
    - Plunge Pool Enlarged Plan – rockwork, shelters - 1/4" = 1'-0", 1, 24x36 sheets
    - Guenon Exhibit Enlarged Plan – rockwork, shelters, transfers - 1/4" = 1'-0", 1, 24x36 sheets
    - Training Boma Enlarged Plan – shelter, barriers - 1/4" = 1'-0", 1, 24x36 sheets
  - Paving Details - 1/4" = 1'-0", 1, 24x36 sheets
  - Boardwalk Details – various scales - 2, 24x36 sheets
  - Visitor Barriers - various scales - 2, 24x36 sheets
  - Play Equipment Details - various scales - 2, 24x36 sheets
  - Animal Barriers –
    - Hippo – cable and post fences, remotely operated gates, underwater gates and barriers, transfers - various scales - 3, 24x36 sheets
    - Crocodile – dry moats, underwater transfers, remotely operated gates, underwater gates, transfers - various scales - 2, 24x36 sheets
  - Artificial Rockwork
    - Pools - Details and Sections - various scales - 2, 24x36 sheets
    - Crocodile Pool and Shelter - Details and Sections - various scales - 2, 24x36 sheets
    - Hippo Plunge Pool and Shelter - Details and Sections - various scales - 2, 24x36 sheets
    - Guenon - Details and Sections - various scales - 2, 24x36 sheets
  - Enrichment Structures Details - various scales - 2, 24x36 sheets
  - Viewing Shelters – Architecture and Engineering
    - Lower Hippo Boardwalk Shelters
      - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
      - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
      - Structural Schedules and Details – various scales - 1, 24x36 sheets
      - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
      - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
      - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
      - Electrical & Lighting Details and Schedules, 2, 24x36 sheets
    - Crocodile Shelter

- Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
- Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
- Structural Schedules and Details – various scales - 1, 24x36 sheets
- "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
- Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
- Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
- Electrical & Lighting Details and Schedules, 2, 24x36 sheets
- Hippo Plunge Shelter
  - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Structural Schedules and Details – various scales - 1, 24x36 sheets
  - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
  - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
  - Electrical & Lighting Details and Schedules, 2, 24x36 sheets
- Guenon Shelter
  - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Structural Schedules and Details – various scales - 1, 24x36 sheets
  - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
  - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
  - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
  - Electrical & Lighting Details and Schedules, 2, 24x36 sheets
- Aviaries
  - Lower Hippo Aviary
    - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Schedules and Details – various scales - 1, 24x36 sheets
    - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical & Lighting Details and Schedules, 2, 24x36 sheets
  - Crocodile Aviary
    - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Schedules and Details – various scales - 1, 24x36 sheets
    - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical & Lighting Details and Schedules, 2, 24x36 sheets
  - Guenon Enclosure
    - Foundation Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Schedules and Details – various scales - 1, 24x36 sheets
    - "Floor" Plan - 1/4" = 1'-0", 1, 24x36 sheets
    - Mesh Connection Details, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical and Lighting Plan, 1/4" = 1'-0", 1, 24x36 sheets

- Electrical & Lighting Details and Schedules, 2, 24x36 sheets
- Holding Buildings:
  - Hippo & Bird/Ungulate Holding
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 24x36 sheets
    - Foundation Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Notes, Schedules, & Details, various scales, 2, 24X36 sheets
    - Exterior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Interior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Wall Sections, Details, Schedules – 2, 24x36 sheets
    - Door and Window Schedules & Details, 2, 24x36 sheets
    - Animal Barriers and Details – 2, 24x36 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Mechanical System Details and Schedules, 2, 24x36 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Plumbing System Details and Schedules, 2, 24x36 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical System Details and Schedules, 2, 24x36 sheets
  - Crocodile Holding and Bird Holding
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 24x36 sheets
    - Foundation Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Notes, Schedules, & Details, various scales, 2, 24X36 sheets
    - Exterior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Interior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Wall Sections, Details, Schedules – 2, 24x36 sheets
    - Door and Window Schedules & Details, 2, 24x36 sheets
    - Animal Barriers and Details – 2, 24x36 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Mechanical System Details and Schedules, 2, 24x36 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Plumbing System Details and Schedules, 2, 24x36 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical System Details and Schedules, 2, 24x36 sheets
  - Guenon Holding
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 24x36 sheets
    - Reflected Ceiling Plan – 1/4" = 1'-0", 1, 24x36 sheets
    - Foundation Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Notes, Schedules, & Details, various scales, 2, 24X36 sheets
    - Exterior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Interior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Wall Sections, Details, Schedules – 2, 24x36 sheets
    - Door and Window Schedules & Details, 2, 24x36 sheets
    - Animal Barriers and Details – 2, 24x36 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Mechanical System Details and Schedules, 2, 24x36 sheets

- Plumbing Plan, 1/4" = 1'-0", 1, 24x36 sheets
  - Plumbing System Details and Schedules, 2, 24x36 sheets
  - Electrical Plan, 1/4" = 1'-0", 1, 24x36 sheets
  - Electrical System Details and Schedules, 2, 24x36 sheets
  - Water Treatment Equipment Building
    - Floor and Roof Plan – 1/4" = 1'-0", 1, 24x36 sheets
    - Foundation Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Framing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Structural Notes, Schedules, & Details, various scales, 2, 24x36 sheets
    - Exterior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Interior Elevations – 1/4" = 1'-0", 2, 24x36 sheets
    - Wall Sections, Details, Schedules – 2, 24x36 sheets
    - Door and Window Schedules & Details, 1, 24x36 sheets
    - Mechanical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Mechanical System Details and Schedules, 2, 24x36 sheets
    - Plumbing Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Plumbing System Details and Schedules, 2, 24x36 sheets
    - Electrical Plan, 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical System Details and Schedules, 2, 24x36 sheets
  - **Engineering Drawings and Schedules**
    - Civil:
      - Storm and Sanitary Sewerage Site Plans – 1" = 20' 0", 1, 24x36 sheets
      - Storm and Sanitary Sewerage Profiles – 1" = 10' 0", 2, 24x36 sheets
      - Storm and Sanitary Sewerage Details and Schedules – 1/4" = 1'-0", 3, 24x36 sheets
      - Water Supply System Site Plans – 1" = 20' 0", 1, 24x36 sheets
      - Water Supply System Details and Schedules – 1/4" = 1'-0", 1, 24x36 sheets
    - Electrical Systems:
      - Electrical Distribution Site Plans – 1" = 20' 0", 1, 24x36 sheets
      - Electrical Distribution Details and Schedules – 1/4" = 1'-0", 1, 24x36 sheets
      - Site Lighting Plan - 1" = 20' 0", 1, 24x36 sheets
      - Site Lighting Details and Schedules - 1/4" = 1'-0", 1, 24x36 sheets
    - Water Treatment Systems:
      - Site Plans – 1" = 20' 0", 1, 24x36 sheets
      - Equipment Layout Plan - 1/4" = 1'-0", 1, 24x36 sheets
      - Flow Diagrams, 1, 24x36 sheets
      - Equipment and Installation Details, various scales, 2, 24x36 sheets
    - Wetland Treatment Systems:
      - Site Plans – 1" = 20' 0", 1, 24x36 sheets
      - Flow Diagrams, 1, 24x36 sheets
      - Equipment and Installation Details, various scales, 1, 24x36 sheets
- 4. Bidding/Negotiation/Contract – 10 weeks**
- **Issue Final Construction Documents**
    - Issue final construction drawings and technical specifications, revised to include adjustments made by permit requirements, bid assessment, or value management
  - **Meetings**
    - Attend bid review meeting in Fresno, 2 to 3 days,
      - Bid Assessment with Zoo, PM, and Contractor

- Value management review, 2 to 3 hours each
    - Teleconferences
      - Coordination meetings as required, 1 to 3 hours each
  - **Selection Process**
    - Attend pre-bid meeting
    - Assist the Owner in evaluating the bid submittals
- 5. Construction Administration – 78 weeks, 18 months**
- **Meetings**
    - Attend the construction contract pre-commencement meeting
    - Attend biweekly site meeting, 1 to 3 day visit
    - Attend final defects and completion meetings as required.
  - **Construction Monitoring and Observation (CM3 level)**
    - RFI's
      - Provide written responses to Requests for Information
    - Supplemental Instructions:
      - Provide supplemental instructions, sketches, and drawings
    - Submittal Reviews:
      - Review and approve or reject materials and systems submittals and mockups
      - Review shop drawings and annotate with required modifications
    - Change Orders:
      - Review change order requests and assist the project manager / owner in approvals
  - **Project Closeout**
    - Review the defects register provided by the contractor and suggest corrective actions
    - Review project record (as-built) drawings and operational manuals submitted by the contractor
    - Make final construction observation visits as required to document the completion of the project
    - Assist the Project Manager with the final resolutions of the contractor's accounts

Fresno Chaffee Zoo Corporation  
894 W. Belmont Ave  
Fresno, CA 93728  
(559) 498-5919 office  
[SBarton@fresnochaffeezoo.org](mailto:SBarton@fresnochaffeezoo.org)

3-21-17

Reference: Request for Budget Proposal  
Africa River Exhibit

Dear Mr. Barton:

Soltek Pacific Construction Company (Soltek Pacific) is pleased to submit a proposal for project management services for the Africa River Exhibit project located at Fresno Chaffee Zoo.

The following describes our overall approach to the management of the design activities involved, and working knowledge of the project.

### **Scope and Deliverables**

---

#### **Design Phase Services**

- ◆ The project manager will provide project updates to FCZ Executive team members including the following;
  - Attend design meetings and provide meeting minutes
  - Participate in bi-weekly design conference calls with Architect and Consultants
  - Manage the design process including accountability of schedule, open items, etc.
  - Provide information as necessary for design work such as verifying field dimensions and locations of existing utilities, and answering questions from Architect
  - Review the design documents during each phase while providing valuable constructability insight and value engineering
  - Assist FCZ Director and Architectural team with selection of finishes
  - Assist Architect and compile bid documents

### **Fees, Conditions and Schedule**

---

Soltek Pacific Construction company will provide professional project management services suited to the project. The rates for these resources are as follows:

Construction Project Manager:	\$125.00 per hour
Project Manager:	\$110.00 per hour
Administrative Assistant:	\$45.00 per hour

Description	Estimated Hours	Rate	Estimated Cost
Construction Project Manager	780	\$125	\$97,500.00
Project Manager	0	\$110	\$00.00
Administrative Assistant	0	\$45	<u>\$00.00</u>
Total Costs			\$97,500.00

NOTE: This price represents an estimate based upon information gathered and a scheduled duration for the design work alone of 16 months. If lesser hours are expended, a lower overall cost will be billed. If additional hours are required, authorization would be sought prior to exceeding the number of hours estimated.

Our team is ready to proceed with management services upon acceptance of the listed costs. I will remain the point of contact for FCZ including addressing any questions that you might have upon review of this document.

Sincerely,

Ronald L. Hicks  
Vice President  
Soltek Pacific Construction

Cc: Mike Elrod, CM, Soltek Pacific Construction  
Brian Goldman, CFO, Fresno Chaffee Zoo Corporation



David Roberts, Principal  
Studio Hansen Roberts  
250 Madrona Way N.E. #220  
Bainbridge Island, WA 98110

February 8, 2017  
File No. 217-0111

**Subject: Professional Services Proposal  
Fresno Chaffee Zoo - African River Exhibit: Topographic Survey**

Dear David:

In accordance with the discussions I've had with Chris Cain and Mike Elrod, I'm submitting this proposal for a topographic survey of the proposed project area. I understand that our proposal will be forwarded to the Owner.

#### **Project Understanding**

Studio Hanson Roberts has been retained by the Fresno Chaffee Zoo to design a new exhibit, the "African River", and in order to prepare the construction drawings it is desirable to have a current topographic survey of the project area to use as the base map. This survey will also document the locations of the immediately adjacent improvements that were recently completed for the African Adventure Exhibit.

Based on the conceptual diagrams included in your December 2016 Conceptual Design Report, I've outlined the proposed survey limits as indicated on attached Exhibit B. Please review the limits shown and advise us if you are aware of any revisions that need to be made.

#### **Scope of Services**

The specific services we propose to provide are summarized as follows:

##### **I. Topographic Survey**

- A. Spot elevations along grade break lines, ridges, swales and other ground surface features as required for producing a digital ground surface model and elevation contour lines to accurately represent the existing ground surface
- B. Spot elevations on roadways at 25 foot intervals, including grades and locations of curbs, gutters and edges of pavement
- C. Plotted location and grade of structures, fencing, walls, paving, walkways and other above ground improvements.
- D. Utility information. The following information will be shown based on record information provided to us by the Owner, and on observed surface evidence.
  - 1. Location and size of water and gas mains and services.


2. Location of fire hydrants within and nearby the project area, together with the size of the main serving each hydrant.
  3. Location of electrical, cable television, site lighting, and communications systems.
  4. Location, size, depth, and direction of flow of sanitary sewers and storm drains within the project area; location of drain inlets, manholes, cleanouts and inverts of pipe at each within the project area, and in streets immediately adjacent.
  5. Location of pump station facilities, including where accessible, top of structure, bottom of structure and flowline elevations for incoming and exiting pipelines
- E. Location of trees with trunk diameter two inches and over; locate within one foot tolerance, label trunk size and show drip line graphically.
- F. Prepare an AutoCAD drawing of the topographical survey, complete with utility information, for use as a basis for preparation of the construction documents. Unless directed otherwise, we will present the survey drawing at a scale of 1"= 20'.

#### **Services Outside of Scope**

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Environmental studies and investigations
2. Boundary surveys or property corner surveys as required for preparation of record of survey maps
3. Underground utility locating services such as potholing and use of ground penetrating radar
4. Construction staking
5. Payment of fees
6. Preparation of legal descriptions

#### **Professional Services Fee**

Blair, Church & Flynn proposes to provide the professional surveying services described in the above Scope of Services section for a lump sum amount of \$13,300. 

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

#### **Schedule**

Blair, Church & Flynn is prepared to start survey efforts for this project within 2 weeks of acceptance of this proposal and the execution of a Professional Services Agreement or receipt of

**Blair,  
Church  
& Flynn**

a Purchase Order. Once we begin work we can have the survey completed within two to three weeks.

**Closing Remarks**

Our firm's reputation for service, quality, attention to detail and value explains why clients have continually retained our services after nearly sixty years. We are confident that we will be able to meet your needs and exceed your expectations. Thank you for taking the time to consider Blair, Church & Flynn as possible partners in your efforts to continue improving our community. Please contact me at your earliest convenience to discuss how we will proceed.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeffrey D. Brians, P.E.  
Principal

Attachments



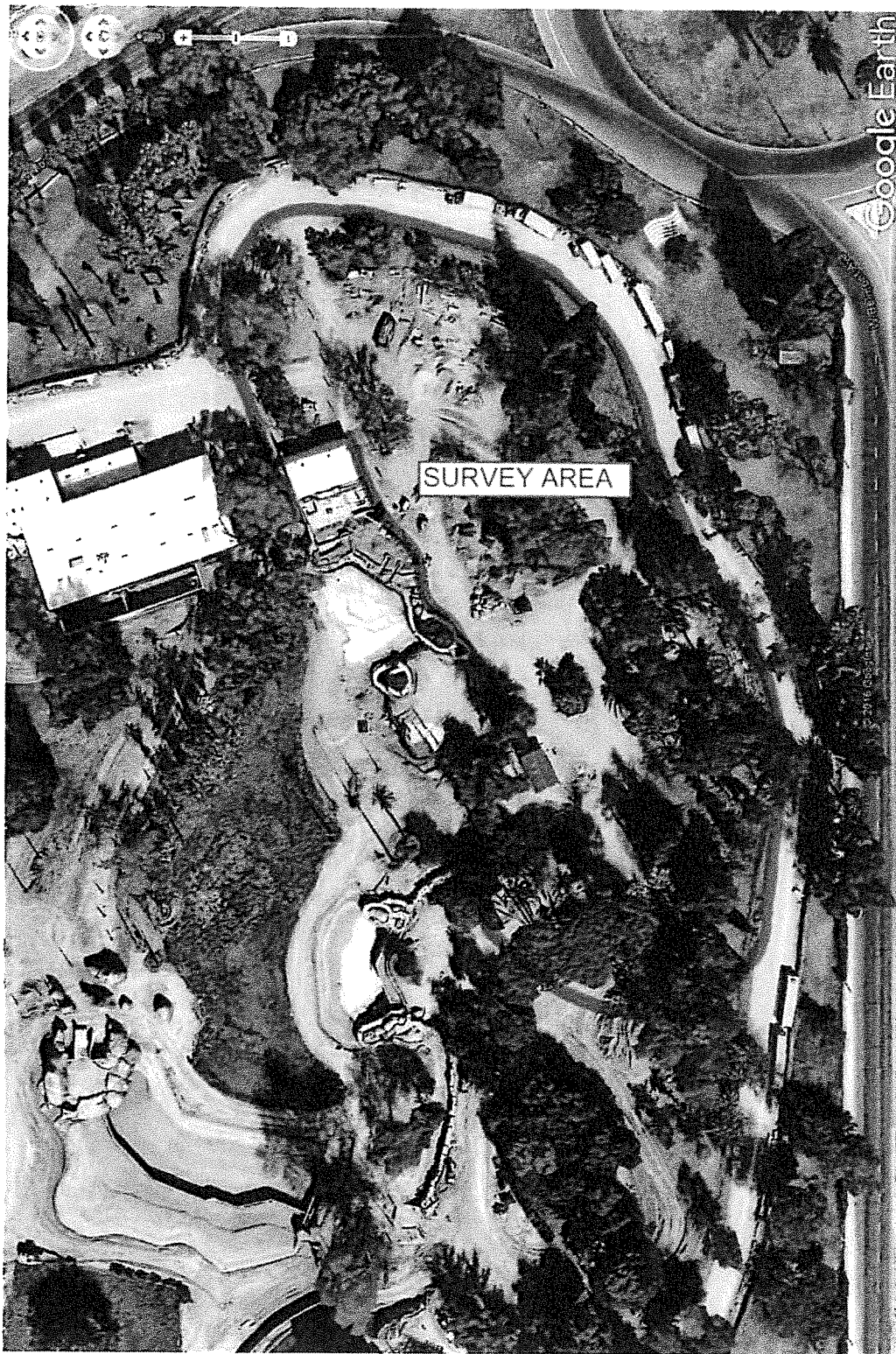
**Exhibit A: Professional Services Fee Schedule**

General Consulting Prevailing Wage 2017

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal.....	\$165.00/Hour
Program Manager .....	\$160.00/Hour
Professional Engineer 3 .....	\$155.00/Hour
Professional Engineer 2 .....	\$147.00/Hour
Professional Engineer 1 .....	\$137.00/Hour
Assistant Engineer 3 .....	\$110.00/Hour
Assistant Engineer 2 .....	\$105.00/Hour
Assistant Engineer 1 .....	\$100.00/Hour
Professional Land Surveyor 2 .....	\$145.00/Hour
Professional Land Surveyor 1 .....	\$130.00/Hour
Assistant Land Surveyor .....	\$105.00/Hour
Land Services Technician .....	\$95.00/Hour
Professional Landscape Architect.....	\$115.00/Hour
Landscape Designer .....	\$90.00/Hour
Design Technician .....	\$105.00/Hour
CAD Technician 3 .....	\$95.00/Hour
CAD Technician 2 .....	\$85.00/Hour
CAD Technician 1 .....	\$70.00/Hour
Senior Environmental Consultant .....	\$150.00/Hour
Environmental Consultant .....	\$120.00/Hour
Environmental Assistant 2 .....	\$105.00/Hour
Environmental Assistant 1 .....	\$95.00/Hour
Environmental, Health & Safety Officer.....	\$90.00/Hour
Construction Manager .....	\$120.00/Hour
Construction Inspector .....	100.00/Hour
Construction Administrator .....	\$85.00/Hour
Staff Analyst.....	\$90.00/Hour
Administrative Assistant .....	\$65.00/Hour
Engineering Aide.....	\$55.00/Hour
Survey Party Mobilization .....	\$80.00/Hour
1-Man Survey Party .....	\$150.00/Hour
2-Man Survey Party .....	\$250.00/Hour
3-Man Survey Party .....	\$350.00/Hour
LiDAR Scanner .....	\$200.00/Hour
Equipment Rental and Associated Expense .....	Cost x 1.10
Materials, Printing, Subconsultant Procurement .....	Cost x 1.10
Mileage.....	@ Current IRS Rate

Blair,  
Church  
& Flynn

EXHIBIT B



217-0111 Chaffee Zoo - African River Exhibit

**Fresno's Chaffee Zoo Corporation  
African River Design**

	Cost
Studio Hanson Roberts proposal (dated 1/5/17)	\$ 3,133,450
Soltek Pacific Project Management Fees (dated 3/20/17)	\$ 97,500
Blair Church & Flynn Proposal (dated 2/8/17)	\$ 13,300
Contingency (10%)	\$ 324,425
<b>TOTAL</b>	<b>\$ 3,568,675</b>



DATE: April 26, 2017

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby  
Board Coordinator

RE: 2017 Measure Z Capital Request – Animal Nutrition Center Design

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**RECOMMENDED ACTION:**

Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$888,955.56 for design of the Animal Nutrition Center.

**DISCUSSION:**

The Animal Nutrition Center (called a "Commissary" in attachments) is proposed as a two-story building with freight elevator and basement for bulk storage. It will include a large walk-in refrigerator and freezer, dry storage, a large kitchen, laundry capability, a work area, and a break area with facilities for staff. The second floor will have much-needed office space for staff, and a studio apartment for occasions when staff must be available overnight to attend an ill or injured animal, or a birth.

Proposals for services for the project are found in Attachments A-E. In October 2016, Paul Halajian Architects of Clovis prepared the Scope of Work and Fee Proposal (Attachment A) for Programming and Pre-Design Phase for both the Animal Nutrition center and the Program Animal Holding Facility (See Agenda Item 9). For the Schematic Design Phase through Construction Administration, their February 1, 2017 proposal (Attachment B) lists local engineers and consultants with whom they expect to work and a more detailed description of the project, schedule and fees. BSK Associates, a local consulting engineering and analytical testing firm, has proposed to provide special inspection and materials testing services (Attachment C). Soltek Pacific of San Diego is prepared to provide project management services (Attachment D). Bernheim+Dean, sustainable building consultants of San Francisco, proposed a feasibility study for Zero Net Energy design of the building (Attachment E). A summary of the proposed budget,

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BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
BRAND \_\_\_\_\_ HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ ROMAN \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

including a Storm Water Pollution Prevention Plan and 10 percent contingency is shown in Attachment F.

In following with the education mission of the zoo, there will be a component allowing for behind-the-scenes tours for the general public and donors.

The FCZC Board of Directors and Finance Committee approved this request on March 29, 2017.

**ATTACHMENTS:**

- A. Paul Halajian Architects-Scope of Work and Fee Proposal (dated 10/10/16)
- B. Paul Halajian Architects-Scope of Work and Fee Proposal (dated 2/1/17)
- C. BSK Associates Proposal (dated 3/17/17)
- D. Soltek Pacific Project Management Proposal (dated 3/21/17)
- E. Bernheim + Dean, Inc. Feasibility Study Proposal (dated 2/28/17)
- F. Commissary Design Budget





PAUL HALAJIAN  
ARCHITECTS

SCOPE OF WORK AND FEE PROPOSAL

CLIENT: Fresno's Chaffee Zoo  
894 W. Belmont Avenue  
Fresno, CA 93728

ATTENTION: Mr. Scott Barton  
Executive Director

PROJECT: **Commissary Building**  
Schematic Design Phase through Construction Administration

DATE February 1, 2017

COPY: Mr. Mike Elrod, Soltek Pacific

PHA Job No. 2016-18

Dear Scott:

We have completed the Programming / Concept Design Phase of the Chaffee Zoo Commissary project and per your request, have prepared the following Scope of Work and Fee Proposal.

We have brought together a Design Team composed of the regions' most talented and experienced engineers and consultants, many of whom have designed projects for Fresno's Chaffee Zoo and as a result are familiar with the Zoo and its infrastructure. The following is a list of the members of the Design Team and their respective discipline:

- |                                       |                        |            |
|---------------------------------------|------------------------|------------|
| • PAUL HALAJIAN ARCHITECTS            | Architecture           | Clovis, CA |
| • PARRISH HANSEN STRUCTURAL ENGINEERS | Structural Engineering | Clovis, CA |
| • MECHANICAL DESIGN CONCEPTS          | Mechanical Engineering | Fresno, CA |
| • HARDIN DAVIDSON ENGINEERING         | Electrical Engineering | Clovis, CA |
| • ALAN MOK ENGINEERING                | Civil Engineering      | Fresno, CA |
| • ROBERT BORO                         | Landscape Architecture | Fresno, CA |

There are six remaining Phases of project development; 1.Schematic Design Phase, 2.Design Development Phase, 3.Construction Documents Phase, 4.Approval Phase, 5.Bidding Phase, and 6.Construction Administration Phase. What follows is an outline of the proposed Scope, Assumptions, Schedule and Fee for the project.

**SCOPE**

The following proposal outlines the total Scope of Work and Fee for all phases of project development based on the Concept Design and Program effort. It is understood that the Construction Delivery Method has not been determined and that both traditional Design/Bid/Build and Construction Management at Risk are being considered. The Commissary has been envisioned and programmed as follows:

**Ground Floor**

The Ground floor will house the Commissary and staff Break Area separated by an open breezeway. The Commissary will contain Kitchen, Washroom, Dish Wash Area, Live Prey Room, Receiving, Dry Storage, Freezer, Thaw Room, Cooler, Pantry, Storage, Staff Toilet, Laundry, an Office and other building core/support spaces. The Staff Break Area will consist of a large Break Room and Kitchen with food warming capabilities, Laundry, Changing areas, Locker Room, Showers and multiple accommodation Toilet Rooms.

**Second Floor**

The Second Floor will serve administrative function and include single occupant Offices, open Work Area, a small Reception Area, a Work Room and staff Toilets. Additionally, a studio Apartment with separate entrance will be provided.

T: 559.297.7900  
F: 559.297.7950

389 Clovis Ave., Ste. 200  
Clovis, California 93612-1185

[www.halajianarch.com](http://www.halajianarch.com)



**PAUL HALAJIAN  
ARCHITECTS**

- b. The scope of services rendered by PHA is limited to Programming and Conceptual Design as indicated above. Engineering Services shall not be initiated in this Scope of Work but shall be provided in the Phase of work.
- c. Should work not identified herein be requested by Fresno's Chaffee Zoo, PHA shall prepare an Additional Services Request for authorization prior to commencement of additional work.
- d. Presentation quality graphic material is not included in the Scope of Work.

#### **SCHEDULE**

From the date of authorization, the following durations for each component of Work are anticipated subject to Zoo staff availability.

Programming	4 weeks – approx.
Diagramming and Conceptual Design	<u>4 weeks – approx.</u>
	8 weeks – approx.

#### **DELIVERABLES**

- I. Written Program document for the Animal Holding Facility
- II. Written Program document for the Commissary
- III. Adjacency Diagrams for the Animal Holding Facility
- IV. Adjacency Diagrams for the Commissary
- V. Conceptual Floor Plan for the Animal Holding Facility
- VI. Conceptual Floor Plan for the Commissary
- VII. Conceptual Site Plan for the Animal Holding Facility
- VIII. Conceptual Site Plan for the Commissary

#### **FEE**

Our fee for Services is a lump sum of \$17,640. Fee shall be billed monthly based on the percent of work complete. The Programming and Predesign Phase fee for the Animal Holding Facility is \$7,140 and for the Commissary is \$10,500. Please refer to the attached Fee Calculation Spreadsheet for a breakdown of the Fee as proposed.

Should this Scope of Work and Fee Proposal meet with your approval, please sign in the space provided below and return a copy to my attention. If you have any questions or wish to discuss this further, please feel free to contact me at your convenience. We are looking forward to launching this important project and working with Fresno's Chaffee Zoo.

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely:

PAUL HALAJIAN ARCHITECTS

  
Paul N. Halajian, AIA – LEED AP  
Principal

[illegible][illegible]

120	\$ 17,640
-----	-----------



**PAUL HALAJIAN  
ARCHITECTS**

T: 559.297.7900  
F: 559.297.7950

389 Clovis Ave., Ste. 200  
Clovis, California 93612-1185

[www.halajianarch.com](http://www.halajianarch.com)

#### **SCOPE OF WORK AND FEE PROPOSAL**

DATE: October 10, 2016 – Revised October 19, 2016

TO: Mr. Brian Goldman - CFO  
Fresno's Chaffee Zoo  
894 W. Belmont Avenue  
Fresno, CA 93728

PROJECT: Fresno's Chaffee Zoo  
Animal Holding Facility and Commissary  
Programming and Pre-Design Phase

PHA PROJECT NO. 2016-18

CC: Mr. Scott Barton  
Mr. Mike Elrod

Dear Scott:

Per your request, we have prepared the following Scope of Work and Fee Proposal for PAUL HALAJIAN ARCHITECTS (PHA) to provide Programming and Pre-Design Phase services for the above captioned projects.

We have visited the Zoo and have a general understanding of the requirements and the challenges presented by the respective building programs and selected sites. Our goal for this proposed Programming and Pre-Design Phase of work is to assist you and your staff in quantifying the physical requirements for each building. Once the programmatic requirements have been firmly established, we will then develop options that depict ways in which the buildings might be configured on the respective sites.

The following outline presents our proposed Scope of Work, Assumptions, Schedule, Deliverables and Fee for the project.

#### **SCOPE OF WORK**

Our understanding of the Scope of Work is as follows:

1. Meet with staff to collect programmatic data that outlines the requirements for each individual space, desired finishes, required features and necessary infrastructure for both the Animal Holding Facility and the Commissary.
2. Generate diagrams that depict potential relationships and adjacencies of the individual spaces required for both the Animal Holding Facility and the Commissary. Diagrams will address indoor as well as programmatic outdoor requirements.
3. Refine diagrams into Conceptual Design level Floor Plans for both the Animal Holding Facility and the Commissary.
4. Generate Conceptual Site Plans indicating the desired Conceptual Floor Plan configuration for both the Animal Holding Facility and the Commissary on the respective site locations identified that take into account existing utility infrastructure, adjacent structures, landscape material and other site constraints.

#### **ASSUMPTIONS**

- a. No work related to the identification of, abatement of, or proper handling of hazardous materials on site or in the building is included in the Scope of Work.



**PAUL HALAJIAN  
ARCHITECTS**

## Basement

Bulk storage will be provided in a partial Basement served by stairs and freight elevator.

The following descriptions outline the Work to be performed in each respective Phase of Work.

### 1. SCHEMATIC DESIGN PHASE

During the Schematic Design Phase, the Design Team (Architect, Engineers and Consultants) will further refine the Program, Site Plan and Floor Plan. Additionally, Exterior Elevations, Building Sections and Roof Plans will be prepared. Outline Specifications will be drafted for all materials envisioned on the project and compiled into the Project Manual. The following outline presents a brief description of the work effort of each member of the team for this Phase.

#### Architecture

The Concept Design and Program will be further developed to ensure that all system requirements are properly documented and communicated to the overall Design Team. Schematic level Site Plan, Floor Plans, Building Sections, Exterior Elevations, and Roof Plan will be developed as well as outline specifications for all materials and systems. The Architect will coordinate the efforts of the Design Team and Zoo.

#### Structural Engineering

The structural system will be described by preparation of a Foundation Plan, and Framing Plans that identify major structural elements such the lateral restraint and framing systems to be used. Outline specifications will be prepared for all steel, concrete and other structural elements.

#### Mechanical Engineering

An appropriate HVAC system will be identified and documented. A Variable Air Volume system is being considered, however during this Phase analysis will be performed to verify the life cycle cost effectiveness of this assumption. Other systems may be found to be more cost effective, and if so they will be thoroughly evaluated. An outline specification will be prepared to describe the system. Main plumbing lines will be sized, fixtures identified and fire sprinkler main lines will located on Plumbing Plans.

#### Electrical Engineering

Electrical drawings for power, lighting fire alarm, and data (does not include active electronics) will be developed to indicate points of connection, power distribution, lighting and outlet layouts. A single-line diagram will be developed to show sizing of main switch gear, meters, and breakers. Input on standards will be solicited from the Zoo's facilities staff for compatibility.

#### Civil Engineering

Site Utility Plans, Site Grading and Drainage Plans will be developed to a preliminary level of detail. Points of connection will be established and existing grades that do not meet current ADA requirements will be identified for remediation.

#### Landscape Architecture

Meetings will be conducted with the Architect, Landscape Architect and the Zoo to program the outdoor spaces and discuss how the new building and related open spaces will relate to the overall Zoo landscape and Masterplan concept. Preliminary Landscape plans shall be prepared that document appropriate plant material, development of walkways, and other outdoor spaces.

### 2. DESIGN DEVELOPMENT PHASE

Based on the Zoo's approval of the Schematic Design Documents, and on the Zoo's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Team shall prepare Design Development Documents for the Zoo's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The following outline presents a brief description of the work product of each member of the team for this Phase.

#### Architecture

The Schematic Design will be further developed to ensure that all system requirements are properly documented and communicated to the overall Design Team. Site Plan, Floor Plans, Building Sections, Exterior



**PAUL HALAJIAN  
ARCHITECTS**

Elevations, and Roof Plan will be developed further and Interior Elevations, Door, Window and Finish Schedules and Details will be developed to describe the overall design of the building. Specifications will be prepared in three part CSI format.

#### Structural Engineering

The Foundation Plan and Framing Plans will indicate sizes of structural members. Other drawings and details will be prepared to establish the overall structural system. Calculations will be prepared and lateral analysis will be performed to establish the load path. Coordination for support of non-primary load elements will occur. Specifications will be prepared in three part CSI format.

#### Mechanical Engineering

Assuming that a Variable Air Volume system will be used, the Mechanical Engineer will further develop the plumbing and mechanical plans to include sizing and location of roof mounted equipment, location of VVH boxes, identification of heating and cooling zones, and rough layouts of duct routs, hydronic pipe routes, sizing and location of fire sprinkler mains. Energy modelling will be performed and the results will be used to design a highly efficient and cost effective thermal envelop. Specifications will be prepared in three part CSI format.

#### Electrical Engineering

Electrical drawings will be developed further to indicate incorporation of specialty systems such as freezer and refrigerator, lighting loads, size and location of transformers and sub-panels, and provision for future solar array. Lighting fixtures, emergency egress, site-lighting, will be selected and specified for pricing. Specifications will be prepared in three part CSI format.

#### Civil Engineering

Civil drawings will be updated and coordinated with other disciplines. Cut and fill calculations will be performed and grading and drainage plans will be drafted.

#### Landscape Architecture

Schematic level documents will be developed further to accommodate any design changes that might impact the landscape design. Specifications will be prepared in three part CSI format.

### **3. CONSTRUCTION DOCUMENTS PHASE**

Based on the Zoo's approval of the Design Development Documents, and on the Zoo's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Team shall prepare Construction Documents for the Zoo's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The following outline presents a brief description of the work product of each member of the team for this Phase.

#### Architecture

The final Construction Documents will include Site Plans, Floor Plans, Building Sections, Wall Sections, Exterior Elevations, Details, Schedules, and Interior Elevations. PHA will provide overall review and coordination of the project as a whole so that the work of each respective discipline is properly integrated with the work of other related disciplines. Final Specifications will be prepared in three part CSI format and include General Conditions and Supplementary Conditions.

#### Structural Engineering

The Structural Engineer will furnish final calculations and computer modelling that will serve as the basis for the Foundation Plan, Framing Plans, Sections and Details in compliance with the 2016 California Building Code. Additionally, they will provide engineering services necessary for proper support and attachment of complementary components of the facility including architectural features, mechanical and electrical components. Final Specifications will be prepared in three part CSI format.

#### Mechanical Engineering

The Mechanical Engineer will prepare final HVAC plans that depict all duct routing, duct sizing, air volume requirements, register locations, identification of all mechanical equipment locations and Title-24 Calculations. Plumbing plans will show all pipe sizing and routing, plumbing fixture locations and points of connection. Final Specifications will be prepared in three part CSI format. Code required Commissioning is included in the Scope of Work.



**PAUL HALAJIAN  
ARCHITECTS**

#### Electrical Engineering

Final electrical drawings will include Site Electrical Plans, Power Plans, and Lighting Plans, Data Plans (does not include active electronics), Single Line Diagrams and Title-24 calculations for lighting. Provision will be made for future photovoltaic panels. Final Specifications will be prepared in three part CSI format.

#### Civil Engineering

Civil Engineering plans will address site demolition, layout of concrete paving, and walks, seat and planter walls, curbs and gutters, mow strips, parking lot modifications, fencing, concrete block walls, parking lot signage, site grading and drainage, site utilities to within 5 feet of the building including: gas, sewer, domestic water, fire water systems.

#### **4. APPROVALS PHASE**

The plans will be submitted to City of Fresno for plan check. A list of plan check comments will be issued and the various members of the Design Team will revise their plans and specifications accordingly. An appointment will be scheduled to review all corrections with the plan reviewer. When all correction items have been addressed to the satisfaction of the plan reviewer, permits can be issued and construction may begin.

#### **5. BIDDING AND NEGOTIATION PHASE**

Assuming traditional Design/Bid/Build, PHA shall assist the Zoo with issuance of the Construction Documents for competitive bidding to a select list of Bidders. The Design Team will assist in this Phase by addressing questions from bidders, evaluation of substitution requests, and preparation of addenda that may involve revision of plans and/or specifications.

#### **6. CONSTRUCTION ADMINISTRATION PHASE**

Members of the Design Team shall participate in a weekly on-site Team Meeting to include a representative of the Zoo, and the Contractor. The purpose of these meetings is to discuss ongoing construction operations, project related issues, schedule, status of submittals, and responses to contractor initiated Requests for Information (RFI's), potential changes, unforeseen conditions, and contractor's progress payments. Commissioning is included in the Scope of Work and at appropriate intervals the Mechanical Engineer will conduct Commissioning activities and provide necessary documentation. As the project nears completion, the architect will review the completed work and issue a Punch List outlining all corrective work required prior to issuance of a Notice of Completion and release of final payment.

#### ASSUMPTIONS

- The following services are excluded from the Scope of Work: LEED or sustainable strategies including Zero Net Energy design, paging systems, emergency communications systems, assessment of ground borne vibration, construction noise analysis, noise ordinance analysis, additional acoustic testing, environmental studies and investigations, preparation of a Storm Water Pollution Prevention Plan, design assistance related to relocation of franchise utilities, construction staking, design of off-site facilities required by Masterplan improvements
- Geotechnical Report and site surveying of topographical conditions or site boundaries are not included in the Scope of Work and are to be provided to the Design Team by the Zoo.
- Fire Sprinkler System design will be provided by performance specification and is assumed to be permitted as a design/build deferred approval item.
- Tasks or consulting services not indicated herein are not included in the Scope of Work but can be added upon request. Additional work shall commence upon formal execution of a PHA issued Additional Service Proposal.
- No work related to the identification of, abatement of, or proper handling of hazardous materials is included in the Scope of Work. The Zoo shall retain appropriate licensed professionals to evaluate whether or not hazardous materials are present and advise the Zoo on removal/handling procedures.
- Cost Estimating is not included in the Scope of Work. Should CM@R be identified as the Construction Delivery Method, it is assumed that the CM@R shall provide Cost Estimating Services. Should traditional Design/Bid/Build be identified as the Construction Delivery Method, PHA shall retain a Cost Estimator and provide those services as an Additional Service upon formal authorization to do so.
- Reimbursable expenses are not included in the fee. Expenses will be billed with no added mark-up. Expenses include printing and plotting costs, field trip travel costs to visit other facilities outside of the greater Fresno Area.



**PAUL HALAJIAN  
ARCHITECTS**

- Up to (3) renderings shall be provided at no additional cost. Animation is not included but can be provided as an Additional Service. Physical models are not included in this Scope of Work but can be provided as an Additional Service.
- It is assumed that the Scope of Work as outlined herein shall be executed for Commissary and Animal Holding Building concurrently but treated as separate projects for contractual / billing purposes. See separate Scope of Work and Fee Proposal for the Animal Holding Building.

#### **SCHEDULE**

The following is an estimate of the duration of each Phase of Work as outlined above:

1. Schematic Design Phase	2 months
2. Design Development Phase	2 months
3. Construction Documents Phase	4 Months
4. Approvals Phase	2 Months (estimate)
5. Bidding Phase	2 Months
6. Construction Administration Phase	<u>12 Months</u> (estimate)

#### **FEE**

The Total Fee for the Scope of Work as outlined above is based on the following assumptions:

Building Area per Concept Design	24,130 sf
Probable Construction Budget (site and building)	\$310.80 /sf (approx)
Total Construction Budget	\$7,500,000 (approx)
Fee as a percent of Probable Construction Budget	8.0%

The Total Fee for Design Services as outlined above is a **Lump Sum of \$600,000.** Work shall be billed monthly based on the percent of work completed during the billing period. The Fee for the Scope of Work by Phase as outlined above is broken down as follows:

1. Schematic Design Phase	\$94,270
2. Design Development Phase	\$60,230
3. Construction Documents Phase	\$256,000
4. Approvals Phase	\$29,800
5. Bidding Phase	\$11,900
6. Construction Administration Phase	\$147,800

Should this Scope of Work and Fee Proposal meet with your approval, please sign in the space provided below and return a copy. Should you have any questions, please feel free to contact me at your convenience. We look forward to continuing our work on this important project that will improve the infrastructure of Fresno's Chaffee Zoo as you continue the remarkable ongoing transformation of one of Fresno's most important civic amenities.

Sincerely:  
PAUL HALAJIAN ARCHITECTS

Paul N. Halajian, AIA – LEED AP  
Principal

Authorized by:

Date:



Sent via email: [melrod@soltekpacific.com](mailto:melrod@soltekpacific.com)

March 17, 2017

BSK Proposal CF17-15017

Fresno Chaffee Zoo  
c/o Mr. Mike Elrod  
Soltek Pacific Construction  
1080 Holland Avenue  
Clovis, California 93612

**SUBJECT:      Proposal for Special Inspection and Materials Testing  
                 Fresno Chaffee Zoo Commissary  
                 894 W. Belmont Avenue  
                 Fresno, California 93728**

Dear Mr. Goldman:

We are pleased to submit this proposal to provide Special Inspection and Materials Testing for the Fresno Chaffee Zoo Commissary project in Fresno, California. **This is a rough estimate based only on architectural drawings and verbal information provided by Soltek Pacific Construction. A more detailed and accurate proposal may be provided once structural plans and specifications are provided to us.**

#### SCOPE OF SERVICES

Our scope of services for this project includes:

- soils observations and compaction testing
- reinforced concrete inspections
- concrete sampling and testing
- post installed anchor inspections
- proof load testing
- shop and field welding inspections
- high strength bolting inspections and testing
- masonry inspections

We understand that Fresno Chaffee Zoo will be constructing two new commissary buildings.

## FEES

We will charge our services on a **time and materials basis** in accordance with the hourly rates listed in the Cost Estimate below. The hours listed in our Cost Estimate are only estimates, as we cannot account for delays of which we have no control, such as, but not limited to: retest and reinspections, contractor's schedule, contractor's means and methods, or number of workers on contractor's crew. We will separate retests, reinspections, standby, cancellations, and extra work on the monthly invoices as these will increase the total billing beyond what we estimated. We understand that this project will be subject to prevailing wage requirements. Travel time and mileage will be billed on a "portal-to-portal" basis from BSK-Fresno, with an on-site minimum of 2-hours, and 1-hour increments thereafter. Invoices will be submitted on monthly intervals based on the work completed during the invoice period. Any testing requested beyond that noted on the Cost Estimate will be charged in accordance with the 2016 BSK Fee Schedule rates. To accommodate construction schedules, BSK may subcontract special inspectors. Inspections performed by subcontract providers will be billed as specified for BSK employees, herein, and at the rates included in the Cost Estimate. BSK has a \$1,000 project minimum. If the total charges incurred for a project is less than \$1,000, the total billing will be \$1,000.



### Cost Estimate

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
<b>Earthwork Construction</b>					
Engineering Technician for Soils Observations	22	8	176	\$93.00	\$16,368.00
Compaction Testing Technician	17	4	68	\$93.00	\$6,324.00
<b>Concrete Construction</b>					
Reinforcing Steel Placement Inspection	12	4	48	\$93.00	\$4,464.00
Concrete Placement Observation & Sampling	12	8	96	\$93.00	\$8,928.00
Sample Pickup and Delivery	12	2	24	\$93.00	\$2,232.00
<b>Masonry Construction</b>					
CMU Block, Reinforcing Steel Placement Inspection	15	8	120	\$93.00	\$11,160.00
Grout Placement	5	4	20	\$93.00	\$1,860.00
Sample Pickup and Delivery	5	2	10	\$93.00	\$930.00
<b>High Strength Bolting</b>					
Procedure and Skidmore Verification	3	2	6	\$93.00	\$558.00
Bolting Observation and Inspection	8	6	48	\$93.00	\$4,464.00
<b>Post Installed Anchors</b>					
Post Installed Ancor Placement Observation	6	4	24	\$93.00	\$2,232.00
Proof Load Testing	6	4	24	\$93.00	\$2,232.00
<b>Welding Observations</b>					
Shop Welding	22	8	176	\$93.00	\$16,368.00
Shop Welding	17	4	68	\$93.00	\$6,324.00
Field Welding	22	4	88	\$93.00	\$8,184.00
	<b>TRIPS</b>	<b>HRS/TRIP</b>	<b>HOURS</b>	<b>RATE</b>	<b>EXTENSION</b>
<b>Mobilization / Travel</b>	184	1	184	\$93.00	\$17,112.00
	<b>TRIPS</b>	<b>MI/TRIP</b>	<b>MILES</b>	<b>RATE</b>	<b>EXTENSION</b>
<b>Mileage</b>	184	21	3864	\$0.88	\$3,400.32
<b>FIELD SERVICES ESTIMATE</b>					<b>\$113,140.32</b>

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Concrete Compressive Strength Test (Set of 4)	1 Set / 100 CY	16	\$120.00	\$1,920.00
CMU Block Compression, SG, and Abs	1 Set / Type	1	\$90.00	\$90.00
Grout Compressive Strength Tests (Set of 3)	1 set / day	3	\$105.00	\$315.00
Mortar Compressive Strength Tests (Set of 3)	1 set / day	6	\$100.00	\$600.00
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$225.00	\$225.00
Compaction Curves - Site Soils (4" Mold)	1 per material	4	\$210.00	\$840.00
<b>LABORATORY TESTING ESTIMATE</b>				<b>\$3,990.00</b>

PROJECT MANAGEMENT & ADMINISTRATION	HOURS	RATE	EXTENSION
Registered Engineer (Review, support and reporting)	8	\$175.00	\$1,400.00
Project Manager (Field Oversight, Daily Report Review)	30	\$155.00	\$4,650.00
Administration (Data Processing, Report Prep., Field Coordination)		7%	\$7,961.10
<b>ADMINISTRATION ESTIMATE</b>			<b>\$14,011.10</b>
<b>TOTAL BUDGET ESTIMATE</b>			<b>\$131,141.42</b>

We based our Cost Estimate on the following assumptions:

- All field work will occur during normal business hours Monday through Friday;
- 8-hour work days (including travel time);
- Overtime will be charged at 1.5 times the hourly rate (for working 8 to 12 hours in one day);
- Shops and batch plants (if any) are local to Bakersfield, Fresno, or the Jobsite;
- Welding inspections are at a single shop for a single shift;



- Safe and adequate access to perform testing and inspections is to be provided by the shop, contractor, or client

It is our practice to notify you if it appears that our fees will exceed this estimation; although, due to the timing and nature of our services, this may not always be possible. BSK will make every effort to respond to the needs of your project. However, to provide better service, we ask that you schedule inspection and testing services at least 48 hours in advance. To avoid show-up charges, please cancel requests for service at least two working hours in advance of our arrival time.

#### GENERAL CONDITIONS AND LIMITATIONS

We have included a copy of the Agreement for Construction Materials Testing Services with this proposal and our General Conditions for Construction Materials Engineering and Testing Services.

We provide material testing and inspection services to help verify that the work is in conformance with the project documents. These services shall not be construed as acceptance of the work or relieve the contractor in any way from its obligations and responsibilities as outlined in the applicable construction documents. We assume no responsibility for the safety of others on the jobsite or the means and methods of construction.

We will perform our services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. If changes occur in the design of the project, please notify us in writing.

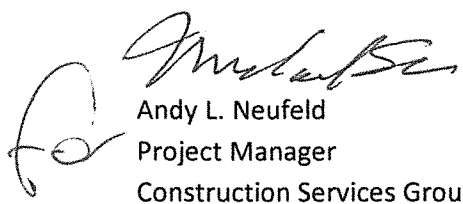



## AUTHORIZATION

If our proposal and general conditions are acceptable, please sign our agreement and return to us. We will countersign the agreement and return a copy to you.

We appreciate the opportunity to work with you on this project. If you have any questions, or require additional information or services, please contact the undersigned at (559) 497-2868.

Sincerely,  
**BSK Associates**

  
Andy L. Neufeld  
Project Manager  
Construction Services Group

  
On Man Lau  
South Valley Regional Manager  
GE 2644

AN/MC/cc



Enclosures:     Agreement for Construction and Materials Testing Services  
                      General Conditions for Construction and Materials Testing Services



## AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

**THIS AGREEMENT**, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2017, is by and between Fresno Chaffee Zoo ("Client") and BSK Associates ("Consultant").

**THE PROJECT** is generally described as Fresno Chaffee Zoo Commissary at 894 W. Belmont Avenue, Fresno, California 93728.

**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- General Conditions for Construction and Materials Testing Services;
- Consultant's Scope of Services presented in BSK's proposal CF17-15017, dated March 17, 2017.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	Client	Consultant
Signature:	_____	_____
Print Name:	_____	Michael Collins
Title:	_____	Construction Services Group Manager
Company:	Fresno Chaffee Zoo	BSK Associates
Address:	894 W. Belmont Avenue	550 West Locust Avenue
	Fresno, California 93728	Fresno, California 93650
Date:	_____	_____



# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

## 1. DEFINITIONS

**1.1 Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

**1.2 Day(s).** Calendar day(s) unless otherwise stated.

**1.3 Hazardous Materials.** Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.4 Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

**1.5 Services.** The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

**1.6 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.7 Work.** The labor, materials, equipment and services of Contractor.

## 2. SCOPE OF SERVICES

**2.1 Services Provided; Independent Contractor.** Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.

**2.2 Authority of Company.** Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

**2.3 Referenced Standards.** Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

**2.4 Variation of Material Characteristics and Conditions.** Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

**2.5 Changes in Scope.** Client may request changes in the SCOPE OF SERVICES in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

**2.6 Excluded Services.** Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorize or instructed Company not to perform.

## 3. PAYMENTS TO COMPANY

**3.1 Basic Services.** Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

**3.2 Additional Services.** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3 Estimate of Fees.** Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

**3.4 Rates.** Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

**3.5 Prevailing Wages.** Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**3.6 Payment Timing; Late Charge.** Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

**3.7 Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

#### 4. PERFORMANCE STANDARD

**4.1 Professional Standards.** Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2 Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

**4.3 Sample Disposal.** Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

**4.4 Buried Utilities & Structures; Property Restoration.** If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

#### 5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

#### 6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1 Access.** Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

**6.2 Representative.** Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

**6.3 Information.** Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

**6.4 Project Information.** Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which



the Project is located and the Client and/or Owner's interest therein.

## 7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

## 8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

## 9. ALLOCATION OF RISK

**9.1 Limitation of Remedy.** The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

**9.2 Indemnification of Client.** Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

**9.3 Indemnification of Company.** Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.

**9.4 No Personal Liability.** Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.

**9.5 Consequential Damages.** Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**9.6 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

## 10. INSURANCE

**10.1 Company's Insurance.** If reasonably available, Company will maintain the following coverages:

**10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;**

**10.1.2 Commercial General Liability Insurance** with a combined single limit of \$1,000,000;

**10.1.3 Automobile Liability Insurance**, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

**10.1.4 Professional Liability Insurance** in amounts of at least \$1,000,000 per claim and annual aggregate.

**10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

**10.3 Certificates of Insurance.** Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

## **11. OWNERSHIP AND USE OF DOCUMENTS**

**11.1 Company Documents.** Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

**11.2 Client Documents.** All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

**11.3 Use of Documents.** Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

**11.3.1 Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**11.3.2 Use by Company.** Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

**11.4 Electronic Media.** Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**11.5 Unauthorized Use.** No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

## **12. SUSPENSION & DELAY; TERMINATION**

**12.1 Suspension & Delay.** Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

**12.2 Termination for Convenience.** Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

**12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**12.4 Payment on Termination.** Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

**12.5 Force Majeure.** In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

## **13. DISPUTES**

**13.1 Mediation.** All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**13.2 Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

**13.3 Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## 14. MISCELLANEOUS

**14.1 Assignment and Subcontracts.** During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

**14.2 Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**14.3 Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**14.4 Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**14.5 Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**14.6 Waiver.** The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

**14.7 Precedence.** These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

**14.8 Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

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***End of General Conditions***

Fresno Chaffee Zoo Corporation  
894 W. Belmont Ave  
Fresno, CA 93728  
(559) 498-5919 office  
[SBarton@fresnochaffeezoo.org](mailto:SBarton@fresnochaffeezoo.org)

3-21-17

Reference: Request for Budget Proposal  
Commissary Building project

Dear Mr. Barton:

Soltek Pacific Construction Company (Soltek Pacific) is pleased to submit a proposal for project management services for the Commissary building project located at Fresno Chaffee Zoo. The location of the structure is located on Delno Avenue at the South end of the Zoo. This structure has multiple functions such as; food preparation and dietary for animals, storage of both cold and dry goods, storage of crates and other items for Keepers, and much needed offices including conference room.

The following describes our overall approach to the management of the design activities involved, and working knowledge of the project.

### **Scope and Deliverables**

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#### **Design Phase Services**

- ◆ The project manager will provide project updates to FCZ Executive team members including the following;
  - Attend design meetings and provide meeting minutes
  - Manage the design process including accountability of schedule, open items, etc.
  - Provide information as necessary for design work such as verifying field dimensions and locations of existing utilities, and answering questions from Architect
  - Review the design documents while providing valuable constructability insight and value engineering
  - Assist FCZ Director and Architectural team with selection of finishes
  - Assist Architect and compile bid documents

### **Fees, Conditions and Schedule**

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Soltek Pacific Construction company will provide professional project management services suited to the project. The rates for these resources are as follows:

Construction Project Manager:	\$125.00 per hour
Project Manager:	\$110.00 per hour
Administrative Assistant:	\$45.00 per hour

<u>Description</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Estimated Cost</u>
Construction Project Manager	200	\$125	\$25,000.00
Project Manager	0	\$110	\$00.00
Administrative Assistant	0	\$45	<u>\$00.00</u>
Total Costs			\$25,000.00

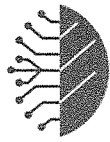
NOTE: This price represents an estimate based upon information gathered and a scheduled duration for the project of 7 months. If lesser hours are expended, a lower overall cost will be billed. If additional hours are required, authorization would be sought prior to exceeding the number of hours estimated.

Our team is ready to proceed with management services upon acceptance of the listed costs. I will remain the point of contact for FCZ including addressing any questions that you might have upon review of this document.

Sincerely,

Ronald L. Hicks  
Vice President  
Soltek Pacific Construction

Cc: Mike Elrod, CM, Soltek Pacific Construction  
Brian Goldman, CFO, Fresno Chaffee Zoo Corporation



24 March 2017

Paul Halajian, AIA, Principal  
Paul Halajian Architects  
389 Clovis Avenue, Suite 200  
Clovis, CA 93612

RE: ZNE Feasibility Study for Fresno Zoo Commissary Building

Paul,

Thanks for the opportunity to work with you on this feasibility study for the zero-net-energy (ZNE) design of the new Commissary Building for the Fresno Zoo.

We're glad to assist you in the evaluation of the appropriate design strategies to minimize the energy demand for the Fresno climate and for the building's program of spaces and use, and to determine the rough size of the solar photovoltaic system corresponding to offsetting that annual demand. To assist your client in the evaluation of whether to proceed with the ZNE design as a project goal, we carry out a basic financial analysis comparing a base building design (characteristics to be determined) to the ZNE design.

The work of the study would be done in two steps: an extension of the Pre-Schematic phase that you are currently engaged in, followed by a more detailed evaluation in the Schematic Design phase if the client decides to continue with the ZNE design at the end of the Pre-Schematic phase. The study will provide enough information and analysis at that point to allow an informed decision by the client about whether and how to proceed.

The ZNE design process is an integrated one, so the degree of involvement of our team after the first step depends very much on the solution approach and how we assist the design team using the experiences we can apply from previous ZNE buildings. For that reason, this scope description only describes Step 1, the Pre-Schematic Phase. Step 2, if it is implemented for continuing with the ZNE design, will be determined at that time when the ZNE design approach is established and our assistive role is determined by you and the client.

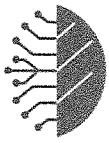
The purpose of the Step 1 scope is to give you and the client enough information to make a Go/No-Go decision about a ZNE design approach versus base design (presumably a code-compliant approach). Since it is early in the design process, this information will necessarily be based in part by reasonable assumptions about the design. Specifically, we'll carry out the following work plan to get to the Go/No-Go decision point:

1. Information Gathering

You will send us programmatic information, a list of special equipment (freezer, refrigerators, etc.), hours of operation of the building, number of occupants and schedule of occupancy, number and type of computer equipment including servers, any unusual plug loads (water bottle machines, for example). We will collect climate data and analyze per possible design strategies. Preliminary "shoebox model" of building with possible design strategies (to bracket energy performance), with approximate PV system size.

2. Half-Day Workshop on Design Strategies

Meet with design team and discuss possible ZNE design strategies. To be covered: Base Building design features, ZNE options for envelope, natural ventilation mixed mode, HVAC, daylighting versus electric lighting. Review plug load (special equipment, etc.). Take-away: Base Building and preliminary ZNE Building Descriptions.



## Bernheim + Dean, Inc.

Sustainable Building Consultants

### 3. Analysis of Selected ZNE Design Strategies

Develop "shoebox model" of building with selected ZNE design strategies. Determine corresponding PV system size and roof area fit. Develop "shoebox model" of Base Building. Carry out financial analysis and determine ROI and difference in first cost. (Cost estimating of differences in design between Base and ZNE Buildings by design team cost estimator.)

### 4. Go/No-Go Report

Summarize the results of #3 in a report, including related assessments and explanatory comments. This report to provide client with basis for Go/No-Go decision.

The time schedule required for this study is approximately six weeks. The total lump sum fee proposed is \$19,500.

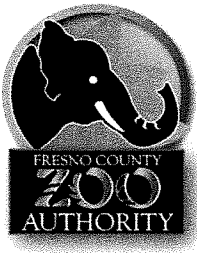
We look forward to helping you and the client pursue this goal of a landmark ZNE facility for Fresno.

Edward Dean, FAIA  
Principal

**Fresno's Chaffee Zoo Corporation  
Animal Nutrition Center Design Budget**

<b>Commissary Building</b>	<b>Costs</b>	<b>Total</b>
PH Conceptual Design Proposal (10/10/16)	\$ 10,500.00	
PH Design Proposal thru Construction (2/1/17)	\$ 600,000.00	
Soltek Pacific Proposal (dated 3/21/17)	\$ 25,000.00	
BSK Proposal (dated 3/17/17)	\$ 131,141.42	
Commissioning (bldg. over 10k sf)	\$ 18,000.00	
NZE - review of Building	\$ 21,000.00	
Storm Water Pollution Prevention Plan	\$ 2,500.00	
Contingency (10%)	\$ 80,814.14	
<b>TOTAL</b>		<b>\$ 888,955.56</b>





DATE: April 26, 2017

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby  
Board Coordinator

RE: 2017 Measure Z Capital Request – Design of Orangutan Exhibit Enhancements

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**RECOMMENDED ACTION:**

Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$110,066.00 for design of Orangutan Exhibit enhancements.

**DISCUSSION:**

Studio Hanson Roberts has provided a proposal to zoo staff to design enhancements to the Orangutan Exhibit that will benefit the general public, staff and the orangutans (Attachment A). The proposal includes extending the mesh enclosure, adding glass panels, extending the upper level deck and roof to provide shelter for the orangutans, radiant heat and air cooling for their comfort, and additional improvements such as an artificial tree and rockwork, and keeper access doors.

Proposals for services for the project are found in Attachments A-C. A March 20, 2017 Scope of Work and Fee Proposal (Attachment A) provides a more detailed description of the project and fees, with the assumption that the design work will occur during the same period as the African River design, which would allow saving on additional Studio Hanson Roberts travel expenses from Bainbridge Island, WA. Soltek Pacific is prepared to provide project management services (Attachment B). A summary of the proposed budget, including 10 percent contingency is shown in Attachment C.

The FCZC Board of Directors and Finance Committee approved this request on March 29, 2017.

**ATTACHMENTS:**

- A. Studio Hanson Roberts-Scope of Work and Fee Proposal (dated 3/20/17)
- B. Soltek Pacific Project Management Proposal (dated 3/21/17)
- C. Design Budget

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BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
BRAND \_\_\_\_\_ HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ ROMAN \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_



20 March 2017

Brian Goldman, CFO  
Mike Elrod, Project Coordinator  
Fresno Chaffee Zoo  
894 W. Belmont Avenue  
Fresno, California 93728

Re: Orangutan Visitor Shelter Improvements

Brian and Mike,

We enjoyed our recent meetings with the Zoo staff to explore the potential improvements to the orang-utan viewing shelter and the adjacent portions of their mesh enclosure. We should be able to translate most, if not all, of the suggestions directly into construction documents to guide the desired construction this winter.

We understand that the Zoo will provide the project management to lead the selection of contractor(s) and oversee the construction process. Studio Hanson|Roberts' role will be to develop the construction documents and work with the selected fabricators and contractors to interpret the design documents during contractor selection and construction.

The following proposal describes the scope of work and fees to implement the design concepts we agreed upon during our meetings, specifically including the following:

- Extend the mesh enclosure of the Orangutan viewing shelter. This will include the necessary structural engineering.
- Add glass viewing panels to the ground level and upper level. These panels will be engineered by the glass supplier/fabricator appropriately for contact by both visitors and the orang-utans. The viewing shelter itself may require some changes in structure to support the weight of the glass.
- Extend the upper level deck and the roof overhang to provide shelter for the orangs at the glass. These modifications will require the most extensive structural modifications
- Add keeper access doors – mesh and solid - at the upper level deck for access to the deck for training and cleaning. We will work with the animal care staff to assure that we have the doors and hardware designed appropriately.
- Add heating and cooling for the orang-utans at the ground level and upper levels. A combination of cool air from the existing heat pump, and various forms of radiant heat.
- Provide additional mesh separation between visitors and the orang mesh enclosure to prevent feeding by visitors.

- Provide a new doorway exiting the lower level to create a continuous loop pathway through the lower level.
- Design an artificial tree, to be located adjacent to the shelter, that provides resting areas, shelter, and access to varying types of enrichment provided by keepers.

### **Structural Engineering:**

We have contacted Structcon, the original structural engineers for the Orang viewing shelter and mesh enclosure. We have asked them to provide a scope of work and associated fees for the alterations in the viewing shelter and to the mesh enclosure. We will include their work in our proposal to assist in coordination of our work efforts. Structcon's proposal is attached to this letter.

### **Mechanical and Electrical Engineering:**

We have contacted Patton AC, a local Fresno design-build firm that furnished and installed the heat pump in the Orang shelter. They are interested in assisting the Zoo to modify the heat pump to provide cool air for the orangs in the shelter space(s). Patton AC's design-build approach seems to us to be an appropriate approach for both altering the heat pump, as well as providing the various sources of radiant heat in the orang shelter that we discussed. Patton AC has the capabilities to provide any of the common radiant heat sources – ceramic panels overhead, electric cables embedded in artificial rockwork, or hydronic tubes embedded in artificial rockwork.

As a design-build contract, Patton AC would most likely be contracted either directly to the general contractor, or to the Zoo.

### **Artificial Orang Rainforest Tree:**

During our meetings, we discussed creating an artificial tree which would provide a locus of activity and shelter for the orangs, close to visitors, yet just far enough away to provide a comfortable distance for them. We will also explore methods that might be employed to deliver food items to various locations in the tree. We have included time for the design of this tree, in close collaboration with Zoo staff.

Because of the specialized nature of the artificial tree, we would like to have Cost of Wisconsin involved during the design to advise us on the constructability of various design approaches. Cost can also provide the eventual fabrication and installation of the tree.

### **Professional Fees:**

The following work efforts and fees are based on the tasks discussed above.

#### **1. Concept Development (completed)**

• Project Management and Quality Control.....	\$ 1,210
• Meetings and Teleconference .....	\$ 1,260
• Model Development.....	\$ 4,880
• <del>Detailed Sections</del> (this task has been included in the work below) .....	<del>\$ 5,210</del>
Concept Development Subtotal ....	\$ 7,350

#### **2. Construction Documents**

• Project Management.....	\$ 4,780
• Quality Control .....	\$ 2,550
• Meetings – 50%, 90%, 100%.....	\$ 3,280
• Estimated Construction Costs.....	\$ 4,040
• Permits.....	\$ 1,710

- Site Design.....\$ 7,960
- Exhibit Design .....\$ 14,060
- Viewing Shelter Design.....\$ 15,720
- Expenses .....\$ 1,125
- Structural Design (\$9,000 plus 5%).....\$ 9,450

Construction Document Subtotal ..\$ 64,675

**3. Bidding and/or Negotiation – Time and Materials, to be billed hourly**

- Project Management, Quality Control.....\$ 440
- Pre-bid Conference.....\$ 600
- Bid Process Assistance .....\$ 900
- Addenda.....\$ 1,350
- Bid Evaluation .....\$ 600
- Structural (\$1000 + 5%).....\$ 1,050
- Expense .....\$ 80

Bidding / Negotiation Subtotal.....\$5,020 (Estimated)

**4. Construction Administration – Time and Materials, to be billed hourly**

- Project Management.....\$ 1,950
- Quality Control .....\$ 720
- Supplemental Instructions.....\$ 3,420
- RFI Responses – 12 RFIs.....\$ 2,460
- Shop Drawing and Submittal Review – 8 submittals .....\$ 2,380
- Construction Observation Trips – 4, 8 hour trips .....\$ 4,160
- Structural Observation (\$2,500 + 5%) .....\$ 2,625
- Expenses .....\$ 300

Construction Admin Subtotal.....\$18,015 (Estimated)

**Total Fees.....\$95,060 (including  
estimated T&M)**

The Fees are proposed as fixed fees with the exception of items #3: Bidding and Negotiation, and #4: Construction Administration which will be billed as ***Time and Materials***. All miscellaneous expenses are included with the exception of travel expenses. Travel expenses are assumed to be provided by simultaneous work on the Hippo design.

If the work described in this letter does not occur simultaneously with the Hippo exhibit design, travel expenses will be invoiced at cost plus 2.5%.

We are looking forward to continuing our relationship with the Zoo.

Sincerely,



David L Roberts, ASLA  
Principal



Keith Robert McClintock, ASLA  
Principal



Fresno Chaffee Zoo Corporation  
894 W. Belmont Ave  
Fresno, CA 93728  
(559) 498-5919 office  
[SBarton@fresnochaffeezoo.org](mailto:SBarton@fresnochaffeezoo.org)

3-21-17

Reference: Request for Budget Proposal  
Orang Exhibit Improvements project

Dear Mr. Barton:

Soltek Pacific Construction Company (Soltek Pacific) is pleased to submit a proposal for project management services for the Orang Exhibit building and site improvements project located at Fresno Chaffee Zoo.

The following describes our overall approach to the management of the construction activities involved, and working knowledge of the project.

### Scope and Deliverables

#### Design Phase Services

- ♦ The project manager will provide project updates to FCZ Executive team members including the following;
  - Attend design meetings and provide meeting minutes
  - Manage the design process including accountability of schedule, open items, etc.
  - Provide information as necessary for design work, and answer questions from Architect
  - Review the design documents while providing valuable constructability insight and value engineering
  - Assist Architect and compile bid documents

### Fees, Conditions and Schedule

Soltek Pacific Construction company will provide professional project management services suited to the project. The rates for these resources are as follows:

Construction Project Manager: \$125.00 per hour

Project Manager: \$110.00 per hour

Administrative Assistant: \$45.00 per hour

Description	Estimated Hours	Rate	Estimated Cost
Construction Project Manager	40	\$125	\$5,000.00
Project Manager	0	\$110	\$00.00
Administrative Assistant	0	\$45	<u>\$00.00</u>
			Total Costs \$5,000.00

NOTE: This price represents an estimate based upon information gathered and a scheduled design time for the project of 3 months. If lesser hours are expended, a lower overall cost will be



billed. If additional hours are required, authorization would be sought prior to exceeding the number of hours estimated.

Our team is ready to proceed with management services upon acceptance of the listed costs. I will remain the point of contact for FCZ including addressing any questions that you might have upon review of this document.

Sincerely,

Ronald L. Hicks  
Vice President  
Soltek Pacific Construction

Cc: Mike Elrod, CM, Soltek Pacific Construction  
Brian Goldman, CFO, Fresno Chaffee Zoo Corporation

Fresno's Chaffee Zoo Corporation  
Orang Exhibit Design

	Cost
Studio Hanson Roberts proposal (dated 1/5/17)	\$ 95,060
Soltek Pacific Project Management Fees (dated 3/20/17)	\$ 5,000
Contingency (10%)	\$ 10,006
<b>TOTAL</b>	<b>\$ 110,066</b>



DATE: April 26, 2017

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby  
Board Coordinator

RE: 2017 Measure Z Capital Request – Water Play Area Construction

---

**RECOMMENDED ACTION:**

Approve Fresno's Chaffee Zoo Corporation request for FY 2017 Measure Z Capital funds totaling \$3,063,804.58 for construction of Water Play Area.

**DISCUSSION:**

The Water Play Area project will be a 16,800 square foot exhibit adjacent to Dino Dig consisting of a real-world realistic wilderness environment that will include a 70-foot flowing creek, a 20-foot lookout tower, a nine-foot waterfall, play and rest areas, shower/changing area, night lighting, speakers and fencing.

In May 2013, your Board approved \$100,000 for design of Water Play Area, which was completed in 2014. However, the project was put on hold due to the severe drought in the Central Valley. On January 25, 2017, your Board approved \$188,521.40 for infrastructure work for the project.

On March 15, 2017, bids (Attachment A) were received from two local firms; Zumwalt Construction and J. I. Garcia Construction, for \$2,715,000 and \$2,899,000, respectively, and the contract was subsequently awarded to the low bidder, Zumwalt (Attachment B). Section 8, Paragraphs 2 and 4 of the contract provide for partial payments of 95% for work in progress, and a final payment including retention after the acceptance of the project as complete. The final payment will require the Zoo Authority's approval.

Proposals for services and a Guaranteed Maximum Price Agreement for the project are found in Attachments C-G. Robert Boro of Fresno proposes to provide landscape

---

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
BRAND \_\_\_\_\_ HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ ROMAN \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_



architectural services (Attachment C), and BSK and Associates, inspection and materials testing (Attachment D), and Soltek Pacific is prepared to provide project management services (Attachment E). A summary of the proposed budget, including 10 percent contingency is shown in Attachment F.

The FCZC Board of Directors and Finance Committee approved this request on March 29, 2017.

**ATTACHMENTS:**

- A. Zumwalt Construction and J. I. Garcia Construction bid proposals
- B. Zumwalt Construction agreement
- C. Robert Boro proposal (dated 2/28/17)
- D. BSK proposal (dated 3/21/17)
- E. Soltek Pacific proposal (dated 3/15/17)
- F. Water Play Area Project budget
- G. Zumwalt Guaranteed Maximum Price agreement

PROPOSER: ZUMWALT CONSTRUCTION, INC.

Proposals will be received *until* 11:00:00 A.M. Pacific Standard time on the 15<sup>th</sup> day of March 2017, and will be opened the same day in the main administrative office of Fresno Chaffee Zoo Corporation (FCZC). After opening of bids, the proposers will be notified of who the apparent lowest proposer is at the time of opening. The Bid Opening by FCZC does NOT Guarantee that lowest proposer will be selected to enter into contract negotiations. FCZC representative shall further review each and every bid proposal following the opening to confirm lowest responsive and qualified bidder, and if deemed so will start the contract negotiation process with that company within 5 working days of the bid proposal date of 15<sup>th</sup> March 2017.

TO: FCZC Corporation  
894 W Belmont Ave  
Fresno, CA 93728

Ladies and Gentlemen:

The undersigned having examined the Referenced Documents, Specifications, and Drawings entitled

**Children's Water Play Area Project Phase II**

As stated in FCZC's Notice Inviting Bidders dated 2-15-17, Project No 310410, City Permit No. 14-1406/07/08/09, Contract Documents including General Conditions, Shotcrete Allowance listed, and having visited the site and examined all conditions affecting the work, hereby proposes and agrees to furnish all operations necessary to complete the entire work, as required by said Contract Documents including General Conditions for the stipulated sum of

*seven hundred fifteen thousand*  
TWO MILLION, ~~NINE HUNDRED SEVENTY THOUSAND~~ (\$ ~~2,970,000~~ *2,715,00*) TOTAL DOLLARS.

Four hundred thirty thousand dollars and 00/100 (\$430,000.00) shall be the Shotcrete Trade Contractor Allowance Dollars based upon Cost of Wisconsin's proposal dated March 3, 2017, and **included** in the Total dollars amount listed above.

The undersigned agrees, if awarded the Contract, to execute and construct the entire project complete and ready for use by the Public, as certified by City with Certificate of Occupancy issuance, and as recorded at the County Recorder's office by August 28, 2017 after receipt of notice to proceed with work, expected approximately on May 8, 2017. If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish necessary bonds (100% performance and 100% payment, etc.), within five days (5) days from the date of selection notification from the FCZC so to do, and begin work no later than May 8, 2017.

**PROPOSER:** J.I. Garcia Construction, Inc.

Proposals will be received *until* 11:00:00 A.M. Pacific Standard time on the 15<sup>th</sup> day of March 2017, and will be opened the same day in the main administrative office of Fresno Chaffee Zoo Corporation (FCZC). After opening of bids, the proposers will be notified of who the apparent lowest proposer is at the time of opening. The Bid Opening by FCZC does NOT Guarantee that lowest proposer will be selected to enter into contract negotiations. FCZC representative shall further review each and every bid proposal following the opening to confirm lowest responsive and qualified bidder, and if deemed so will start the contract negotiation process with that company within 5 working days of the bid proposal date of 15<sup>th</sup> March 2017.

TO: FCZC Corporation  
894 W Belmont Ave  
Fresno, CA 93728

Ladies and Gentlemen:

The undersigned having examined the Referenced Documents, Specifications, and Drawings entitled

**Children's Water Play Area Project Phase II**

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\_\_\_\_\_ (\$2,899,000<sup>00</sup>) TOTAL DOLLARS.

Four hundred thirty thousand dollars and 00/100 (\$430,000.00) shall be the Shotcrete Trade Contractor Allowance Dollars based upon Cost of Wisconsin's proposal dated March 3, 2017, and **included** in the Total dollars amount listed above.

The undersigned agrees, if awarded the Contract, to execute and construct the entire project complete and ready for use by the Public, as certified by City with Certificate of Occupancy issuance, and as recorded at the County Recorder's office by August 28, 2017 after receipt of notice to proceed with work, expected approximately on May 8, 2017. If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish necessary bonds (100% performance and 100% payment, etc.), within five days (5) days from the date of selection notification from the FCZC so to do, and begin work no later than May 8, 2017.

Attachment B



**General Conditions**

REV Date: 11-7-2016

Children's Water Play Area  
(Permit Nos. 14-1406/07/08/09)

at the

Fresno Chaffee Zoo

Project No. 130410

Located at

894 West Belmont Avenue

Fresno, California, 93728

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## Attachment B

### Article 1 DEFINITIONS

**Addendum** - A document issued by the PM during the bidding period that modifies or supersedes portions of the Contract Documents.

**Architect** - The person or organization, including the authorized representatives thereof, commissioned by the Owner to design the project. For projects on which an engineer or landscape architect is commissioned instead of an architect, the term "Architect" shall mean the design professional so commissioned for the project.

**Bid Date** - The day on which bid proposals for a project are opened.

**Bidder** - Any individual or business entity acting directly or through an authorized representative that submits a proposal for the work.

**Change Order** - A written agreement entered into after the award of the Contract that alters or amends the executed Contract.

**Cost Request Bulletin** – Request from the Owner to price a specific change. Work described in the Cost Request Bulletin shall not be performed until authorized by the PM.

**Construction Schedule** – The Contractor's time use plan for completing the Work within the Contract Time.

**Contract** - The Contract Documents which collectively represent the entire agreement between the Owner and the Contractor, and which supersede any prior negotiations, representations, or agreements either written or oral.

**Contract Documents** - The Bid Proposal Form, Notice to Contractors, bonds, insurance certificates, plans, specifications, addenda, Agreement, Contract General Conditions, Supplementary General Conditions, Special Conditions, and change orders.

**Contract Time** – The period of time, set out in calendar days, established in the Contract Documents within which the Work must be completed. The Contract Time may be adjusted by time extensions through Change Orders.

**Contractor** - The individual or business entity that has entered into this Contract with the Owner, and has been previously Approved through Fresno Chaffee Zoo Corporations annual prequalification procedure.

**Change Directive** - A written communication to the Contractor by the PM. The Change Directive may reject work, issue coordination communications, direct additional work or work under dispute.

**Owner** – The Fresno Chaffee Zoo Corporation

**Plans** - The drawings which include elevations, sections, details, material and equipment schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the work.

**Prevailing Wages** - The general prevailing rate of wages identified by the Director of the Department of Industrial Relations of the State of California pursuant to section 1770 of the Labor Code.

**Progress Schedule** – The periodically updated Construction Schedule that reflects the actual progress of the work and impacts on the work thereby maintaining a current projected date of completion. Impacts on the work include, but are not limited to, anticipated delays, re-sequencing of tasks, and Change Orders.

**Project** - The total work required by the Contract.

**Project Manager (PM)** - The person delegated by the Owner to manage the construction project, and authorized to approve give direction to the Contractor making changes to the Contract.

**Site** - The area specified in the Contract for the project and the area made available for the Contractor's operation.

**Specifications** - The instructions and requirements which complement the plans and which describe the manner of performing the work or the quantities, qualities and types of materials to be furnished.

## Attachment B

**Subcontractor** - Any individual or business entity that contracts with Contractor to furnish either labor and materials or equipment, or labor only.

**Superintendent** - The representative of the Contractor at the construction site, who is authorized to receive instructions from the PM, and who is authorized to direct the performance of the work on behalf of the Contractor.

**Supplier or Vendor** - Any individual or business entity that contracts with the Contractor to provide materials or equipment.

**Work** - That which is to be constructed or done under the Contract, including the furnishing of all labor, materials, and equipment.



## Attachment B

### Article 2 BIDDING

#### 2.1. Contractor's License

No Bidder may bid on work for which it is not properly licensed. The Owner shall disregard any bid received from a Bidder who is not properly licensed (Business and Professions Code, section 7028.15). Nor will the Owner award a contract to a Bidder who does not possess the appropriate contractor's license, which is that specified in the Notice to Contractors. Joint venture Bidders must individually possess a current license when submitting the bid and the joint venture must possess a joint venture license at the time of award.

#### 2.2. Necessity for Careful Examination of Site, Plans, and Specifications

The Bidder shall carefully examine the site and the plans and specifications for the project and shall investigate and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles to be encountered, rights of way and easements at or near the site, the work to be performed, materials to be furnished and as to the requirements of the proposal, plans, and specifications for the project. Bidder certifies that Bidder has complied with the requirements of this provision by the submission of its bid.

Any failure by the Bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to properly estimate the difficulty or cost to perform the work. Such examination does not require independent underground soils borings unless required elsewhere.

#### 2.3. Clarification During Bidding

The Bidder shall examine the plans and specifications in preparing the bid and shall report to the PM any omissions, discrepancies, or apparent errors found in the plans and specifications. Before the date of bid opening, the Bidder shall submit a written request for clarification to the PM who may give such clarification in the form of an addendum to all Bidders if time permits. Otherwise, in estimating the cost of the project, the Bidder shall consider that any conflicts shall be governed by Article 5.1, Interpretation of Contract Requirements.

Bidders are advised that the time for submitting a proposed product as "an equal" is no later than 7 calendar days after the award of contract. Refer to Article 5.4.3, Alternatives or Equals.

Only the PM, in consultation with the Architect and/or Engineer, is authorized to answer questions or prepare addenda relative to the project. Information obtained verbally from any source has no contractual authority, may not be relied upon, and shall have no standing in any event that may occur.

#### 2.4. Bidding Documents

##### 2.4.1. Bid Proposal Forms

The bid shall be presented only on the standard 'Subcontractor Listing' Bid Proposal form provided in the bid documents. The bid shall be a guaranteed lump-sum amount for work completed as required by the Contract Documents and shall include license fees, sales tax, cost of insurance, and any other cost incidental to the work. The bid shall be executed by the Bidder, or authorized representative of the Bidder, and shall include the Bidder's name, address, and license number. The PM shall reject any proposal submitted that is not signed by the Bidder or by the Bidder's duly authorized representative. The PM shall reject any proposal submitted by a Bidder that has not been prequalified through Fresno Chaffee Zoo's annual prequalification process. The bid shall be irrevocable for a period of 30 days after the date of the bid opening.

##### 2.4.2. Listing of Proposed Subcontractors

Each proposal shall have listed therein on the form provided by FCZ the name and location of the place of business of each subcontractor under proposed subcontract to the Contractor, which will perform work or labor or render services for the Contractor in excess of one-half of one percent of the Contractor's total bid. The proposal shall also state the portion of work or labor or rendition of services that each such subcontractor will do. If no subcontractor is listed or if more than one subcontractor is listed for the same portion of work the Bidder must be qualified to do the work and perform this work themselves. Within 24 hours after the deadline established for the receipt of bids, the apparent lowest and second lowest Bidders must submit a completed Expanded List of Subcontractors form, which contains more detailed information, such as complete subcontractor names and addresses, telephone numbers, license numbers, etc.

##### 2.4.3. Bidder's Security

All bids shall be presented under sealed cover and have enclosed an amount equal to at least 10 percent of the total amount bid, including alternatives (if additive), as bid security. The bid security may be a cashier's check, or certified check made payable to the Owner, or a bidder's bond. No bid shall be considered unless

## Attachment B

one of these forms of bid security is enclosed therewith. If the bid security is a bond, a corporation authorized as an admitted surety to issue surety bonds in California, shall execute that bond.

### **2.5. Bid Proposals**

#### **2.5.1. Submission of Proposals**

Bidders shall submit bid proposals to the office indicated on the bid proposal. It is the Bidder's responsibility to see that its bid is received in the proper time. Delays in timely receipt of the bid caused by the United States mail system, independent carriers, acts of God, electronic communication failures, or any other cause shall not excuse late receipt of a bid. The PM shall return unopened any bid received after the time specified in the Notice to Contractors or in any addendum.

#### **2.5.2. Withdrawal of Proposals**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids but only by a written request from the Bidder or its authorized representative filed with the PM. A request to withdraw a bid proposal orally, or by use of telegram or telephone is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. This paragraph does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids.

#### **2.5.3. Public Opening of Proposals**

Proposals will be publicly opened and read at the time and place stated in the Notice to Contractors. Bidders or their agents are invited to be present.

#### **2.5.4. Rejection of Irregular Proposals**

Proposals may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If the bid amount is changed after the amount has been once inserted, the change shall be initialed.

#### **2.5.5. Power of Attorney or Agent**

When an agent signs the proposal, a power of attorney shall either be on file with the PM before the opening of bids or be submitted with the proposal. Failure to submit a power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a general partner of a partnership.

#### **2.5.6. Waiver of Irregularities**

The Owner reserves the right to waive minor irregularities in proposals submitted.

### **2.6. Competitive Bidding**

If more than one proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work.

All Bidders are hereby notified that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract may render void any Contract awarded under such circumstances. The Bidder, by act of submitting a bid, certifies that in the preparation of the bid, no bid was received by the Bidder from a bid depository, which depository, as to any portion of the work, prohibits, or imposes sanctions for, the obtaining by the Bidder, or the submission to the Bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the Owner to pursue any remedy authorized by law and shall include the right at the option of Owner of declaring any Contract made as a result thereof to be void.

### **2.7. Mistake in Bid**

A Bidder shall not be relieved of a bid without consent of the PM nor shall any change be made in a bid because of mistakes.

### **2.8. Failure to Be a Responsible Bidder**

In order to be considered for award of a Contract a Bidder must be a responsible Bidder, and have been previously prequalified through annual prequalification process. To be responsible, the Bidder, in the judgment of the Owner, must be sufficiently trustworthy and possessed of the requisite quality, fitness, capacity and experience to satisfactorily perform the work.

## Article 3 AWARD AND EXECUTION OF CONTRACT

## Attachment B

### **3.1. Award of Contract**

If the Owner deems the acceptance of the lowest responsible bid or bids is not in the best interests of the Owner, the PM may reject all bids. If the Contract is awarded, it shall be to the lowest responsible Bidder. Such award shall be made within thirty calendar days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the PM may award the Contract to the second lowest responsible Bidder. Such award shall be made within forty-five calendar days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the PM may award the Contract to the third lowest responsible Bidder. Such award shall be made within sixty calendar days after the opening of the proposals.

### **3.2. Return of Bidder's Security**

The Owner may withhold Bidder's security of the second and third lowest responsible Bidders until the Contract has been finally executed. The cashier's checks and certified checks submitted by all other unsuccessful Bidders shall be returned to them within ten (10) calendar days after the Contract is awarded, and their Bidder's bonds shall be of no further effect.

### **3.3. Contract Bonds**

The successful Bidder shall furnish in two duplicate counterparts, two surety bonds in the form prescribed by the PM. Each shall be in an amount equal to 100 percent of the awarded Contract price and executed by an admitted surety insurer licensed in the State of California. One of the surety bonds shall guarantee faithful performance of the Contract by the Contractor and the other shall secure payment of laborers, mechanics, and/or material suppliers employed on the project. Such bonds are subject to the approval of the PM. Contract bonds shall remain in full force and effect during the term of the Contract including the one-year guarantee period, unless a longer bond period is stipulated in the Contract Documents.

All alterations, extensions of time, extra and additional work, and other changes authorized by any part of the Contract, including determinations made under Article 7.1 Claims, shall be made without securing the consent of the surety or sureties on the Contract bonds.

Riders or modifications of any kind on Bidders bonds, performance bonds and payment bonds are not acceptable and may result in Bidder's disqualification as nonresponsive.

### **3.4. Execution of Contract**

Within seven calendars days of receiving the Contract from the PM the Contractor will sign and return the Contract, with the requisite bonds and insurance certificates to the PM.

When the Contract has been fully executed, the PM will issue to the Contractor a Notice to Proceed. The Contractor may not begin work before receiving the PM's written Notice to Proceed. Any work performed by the Contractor before receipt of the Notice to Proceed shall be considered as having been done at the Contractor's own risk.

### **3.5. Failure or Refusal to Execute Contract**

Failure or refusal by the Bidder to execute the Contract within the time set in Article 3.4 shall be just cause for the rescission of the award and the forfeiture of the Bidder's security. Failure or refusal to file acceptable bonds within the time set in Article 3.4 constitutes a failure or refusal to execute the Contract. If the successful Bidder fails or refuses to execute the Contract, the PM may award the Contract as set forth in Article 3.1, Award of Contract. On the failure or refusal of the second or third lowest responsible Bidder to execute the Contract, Bidder's security in each case shall be forfeited.

## Attachment B

### Article 4 CONDUCT OF THE WORK

#### 4.1. Work Restrictions

The Fresno Chaffee Zoo is a family environment and some construction areas will be viewable by our guests. To ensure a great, family friendly experience for our guests:

- Shirts must be worn at all times;
- Shirts and hats should not have any inappropriate or controversial language;
- We are a no smoking facility; if necessary, an off-exhibit smoking area will be determined;
- Construction employees must follow security guidelines, keeping gates closed and not accessing areas of the zoo not related to the construction process;
- When sharing space with zoo guests (moving materials, vehicles, etc.), guests have the right-of-way.

The Contractor is required to enforce these requirements at all times and if any suppliers, subcontractors, employees, and/or field engineers are found to be in violation of these requirements they shall be removed from the site immediately.

The Fresno Chaffee Zoo's hours of operation are from 9:00 am until 4:00 pm. No loud or disruptive work will be allowed at the site while the Zoo is open to the public. Examples of loud and disruptive work include but are not limited to:

- Demolition work
- Excavation by mechanical means
- Placement of concrete
- Operating power actuated anchoring equipment
- Drilling with a rotary hammer

The Owner will be the final authority deciding whether or not a particular activity is disruptive.

Pedestrian pathways around the construction Site must remain open at all times when the Zoo is open to guests. No obstruction of these pathways will be allowed including power cords, hoses, parked vehicles or equipment. All deliveries must be performed between 5:00 pm and 7:00 am.

The Contractor shall cooperate with the Zoo to minimize interference with the daily operation of the Zoo and to facilitate unrestricted management of the Zoo events. Preparation for events may restrict the Contractor's access to the work in advance and on the date of the event. Contractor shall confirm the schedule of events on a weekly basis.

The Contractor is responsible for site security and safety throughout the duration of the contract until Final Acceptance by the Owner.

The Contractor shall clean up its work daily and at other times when directed by the PM. At all times while finish work is underway floors shall be kept broom clean. Upon completion of the work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

In the event the Contractor does not maintain the project or the site clear of debris and rubbish in a manner acceptable to the Owner the Owner will cause the project or site to be properly cleaned and will withhold the expense incurred from payments due the Contractor.

#### 4.2. Laws to be Observed--Generally

The Contractor shall observe all state and federal laws that affect the work under this Contract. The Contractor shall hold harmless, defend and indemnify the Owner against any claim(s) arising from the violation of any law, whether by itself or its agents, employees or subcontractors. If a conflict arises between the provisions of this Contract and a law, the Contractor shall immediately notify the Owner in writing. "Law" as used in this paragraph includes statutes and regulations adopted pursuant to statute, as well as executive orders, authoritative interpretations, and other rules and directives issued by legally constituted authority. The Contractor's work under this Contract shall comply with the building codes identified in the Contract Documents.

During the performance of the Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Owner shall require to ascertain compliance with this clause.

### **4.3. Prevailing Wage**

The Work under this Contract is publicly funded through Fresno County Measure Z and must be performed in accordance with the requirements of Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on publicly funded projects. The prevailing wage rates set forth are the minimum that must be paid by the Contractor on this project. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the Owner due to the inability of the Contractor to hire labor at minimum rates, nor for the necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the PM immediately, and the PM will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work for each craft needed in execution of the Contract.

The Contractor and subcontractors shall keep an accurate payroll record on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division). The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division, and the printouts are verified in the manner specified herein. Payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public work. Each payroll record shall contain verification by written declaration under penalty of perjury that the information contained in the payroll record is true and correct.

The Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a certified copy shall be made available upon request to the employee or his or her authorized representative and the Owner. Upon receipt of written notice from the PM and within ten days of that receipt, the Contractor shall file with the requesting entity a certified copy of the payroll records. Should the Contractor or subcontractor fail to comply within the ten-day period, the Contractor or subcontractor shall forfeit \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment due to the failure of a subcontractor to comply with this section.

### **4.4. Workers' Compensation**

The Contractor shall be required to secure payment of Workers' Compensation to its employees in accordance with Labor Code section 3700 and shall file with the PM prior to performing the work the certification required in Labor Code section 1861 (refer also to Article 4.8, Contractor's Insurance).

### **4.5. Occupational Safety and Health**

The Contractor shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 *et seq.*) and all rules, regulations, and orders adopted pursuant thereto. The Contractor shall comply with all the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code section 6300 *et seq.*) and all rules, regulations and orders adopted pursuant thereto. These laws provide for job safety and health protection for workers.

The Contractor shall obtain copies of such safety orders as are applicable to the type of work to be performed and shall be governed by their requirements in all construction operations. The Contractor shall fully inform each subcontractor and materials supplier as to the requirements of the applicable safety orders.

### **4.6. Environmental Requirements**

#### **4.6.1. Air and Water Pollution Control**

The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the work performed under the Contract, including any air pollution control rules,

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regulations, ordinances and statutes adopted under the authority of section 11017 of the Government Code. Contractor must be eligible to perform work in California, and is deemed eligible if not found to be in violation of any order, resolution, or regulation relating to air or water pollution adopted in accordance with Government Code section 4477.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project, shall comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises.

A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable AQMD rules. Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust (see also Article 4.10.3).

Trucks hauling dirt from the site shall be covered in accordance with applicable state and local requirements. To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided.

### 4.6.2. Sound Control Requirements

The Contractor shall comply with all sound control and noise level rules, regulations and ordinances which apply to the work. In the absence of any such rules, regulations and ordinances, the Contractor shall conduct its work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to the PM's requests to reduce noise levels.

Each internal combustion engine, used for any purpose on the project or related to the project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without a muffler. Construction equipment shall be fitted with modern emission control devices and shall be kept in proper tune.

Loading and unloading of construction materials will be scheduled so as to minimize disruptions to the Owner's activities. Construction activities will be scheduled to minimize disruption to the Owner and to Fresno Chaffee Zoo guests.

### 4.6.3. Environmental Clearances

The Contractor shall provide to state and federal agencies all information necessary for environmental clearances and other authorizations necessary for this project. The Contractor shall comply with the provisions, including giving notices during construction when so required. The Contractor shall not be compensated for the delays in obtaining environmental clearances and authorizations; however, an appropriate extension of time will be granted in accordance with the provisions in Article 4.16.7, Adjustment of Contract Time Due to Reasons Beyond Owner's Control, if the Contractor demonstrates to the satisfaction of the PM that it has made every reasonable effort to obtain the requisite clearance or authorizations, and cannot obtain it in a timely manner.

### 4.6.4. Archaeological Finds

If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected work and notify the PM, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary.

If the Contractor discovers human remains, the Contractor shall notify the PM who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the PM shall contact the appropriate tribal representatives to oversee removal of the remains.

## 4.7. Substitution of Subcontractors

The Contractor shall not substitute any subcontractor in place of a subcontractor listed in its bid proposal except as authorized by the PM.

### 4.7.1. Bond Requirements

The Contractor must clearly advertise the specific bond requirements for the project, including the requirement of a bond, the kind of a bond, and the amount of the bond, in order to be eligible to substitute a

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subcontractor.

### 4.7.2. Subcontractor Status Report

When requested by the PM, the Contractor shall submit a Subcontractor Status Report that will be compared with the Expanded List of Subcontractors. If any subcontracts are still outstanding at the time of submittal, a follow-up request will be made. If any listed firms have been substituted without approval by the PM or if subcontractors are added and perform work in excess of one-half of one percent of base Contract, penalties in the amount of 10% of the amount of the subcontract involved will be assessed and deducted from the contract amount.

### 4.8. Delegation of Performance and Assignment of Money Earned

The performance of all or any part of this Contract may not be delegated without the written consent of the PM. Consent will not be given to any proposed delegation that would relieve the Contractor or its surety of their responsibilities under the Contract.

The Contractor may assign moneys due or to become due under the Contract, only upon written consent of the PM. Assignments of moneys earned by the Contractor shall be subject to proper retention in favor of the Owner and to all deductions provided for in the Contract and such moneys shall be subject to being used by the Owner for the completion of the work in the event the Contractor is in default.

### 4.9. Contractor's Insurance

The Contractor shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the PM.

#### 4.9.1. Policies and Coverage.

The Contractor shall obtain and maintain the following policies and coverage:

Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

Worker's Compensation including Employers Liability Insurance as required by law.

#### 4.9.2. Verification of Coverage

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the PM as evidence of the insurance coverage. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty (30) days written notice to the PM. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete. The Owner reserves the right to require the Contractor to furnish complete, certified copies of all required insurance policies.

#### 4.9.3. Insurance Provisions

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.9. The insurance policies shall contain, or be endorsed to contain, the following provisions.

For general and automobile liability policies, the Owner, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, their officers, employees, representatives, volunteers, and agents are to be cover as additional insureds.

For any claims related to the work, the Contractor's insurance coverage shall be primary insurance as respects the Owner, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

The Owner, their officers, employees, representatives, volunteers, and agents shall not by reason of their

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inclusion as additional insured incur liability to the insurance carriers for payment of premiums for such insurance.

### 4.9.4. Amount of Insurance

For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following:

Comprehensive or Commercial Form General Liability Insurance--Limits of Liability shall be \$2,000,000 General Aggregate and \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

Business Automobile Liability Insurance-Limits of Liability; \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

### 4.9.5. Acceptability of Insurers

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the Owner.

### 4.9.6. Subcontractor's Insurance

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's work. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

### 4.9.7. Miscellaneous.

Any deductible under any policy of insurance required in this Article shall be Contractor's liability.

Acceptance of certificates of insurance by the Owner shall not limit the Contractor's liability under the Contract.

In the event the Contractor does not comply with these insurance requirements, the Owner may, at its option, provide insurance coverage to protect the Owner. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.

If the Owner is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Owner for all such damages.

The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.

## 4.10. Indemnification

Nothing in these indemnification provisions shall be deemed to alter the insurance provisions in Article 4.8.

The Contractor shall hold harmless, defend, and indemnify the Owner, and the officers, employees, representatives and agents of each of them, from and against all claims, damages and losses arising out of, resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the Owner arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.

The Contractor shall hold harmless, defend, and indemnify the Owner, and its officers, employees, representatives and agents from and against all claims, damages and losses arising out of, resulting from, or relating to the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Article 4.9.1, following. Such obligation shall, however, apply in proportion to and to the extent that any such losses result from the negligent acts or omissions by an employee of the Contractor, a subcontractor, or a person indirectly employed by the Contractor or a subcontractor, or anyone for whose acts either may be liable.

In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a subcontractor, or indirectly employed by either of them, or anyone for whose acts either may be liable, the



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indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The Contractor shall hold harmless, defend, and indemnify the Owner, and its officers, employees, representatives and agents from and against all claims, damages and losses resulting from any claim of damage made by any separate contractor of the Owner against the Owner arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.

The Contractor shall hold harmless, defend, and indemnify the separate contractors of the Owner, and its officers, employees, representatives and agents from and against all claims, damages and losses arising out of the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable. The Owner shall cause a reciprocal indemnification provision in favor of the Contractor to be included in its contracts with separate contractors of the Owner. Liability for any negligent act or omission or willful misconduct shall be apportioned pursuant to the applicable law of the State of California.

### **4.11. Contractor's Responsibility for the Work**

The Contractor shall be responsible for all work performed under this Contract, and no subcontractor will be recognized as such. For purposes of assessing responsibility to the Contractor, all persons engaged in the work shall be considered employees of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the work under its control.

The Contractor shall create report of construction activities occurring each day, and include a listing of all subcontractors of all tiers and the numbers of workers for each that are on site each day, briefly describing the Work the subcontractors are performing. Each subcontractor shall create report of construction activities occurring each day, and include a listing of all subcontractors of all tiers and the numbers of workers for each that are on site each day, briefly describing the Work the subcontractors are performing. Contractor and every subcontractor shall submit these reports to the PM weekly. At the end of the Project the Contractor shall submit to the PM a complete listing of all subcontractors, suppliers and other businesses that performed Work on the Project.

The PM nor the Owner will arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the project.

#### **4.11.1. Quality Control**

The Contractor shall be fully responsible for the quality of materials and workers' skill in the project. The Contractor shall not rely upon the inspection and testing provided by the Owner other than those special inspections and tests performed by the Owner's selected laboratories for which there are written reports.

#### **4.11.2. Burden for Damage**

From the issuance of the official notice to proceed until the formal acceptance of the project by the Owner, the Contractor shall have the charge and care of and shall bear the risk of damage to the project and materials and equipment for the project.

The Contractor, at its own expense, shall promptly rebuild, repair, restore, and make good all such damage to any portion or to all of the project and materials therefore before the acceptance of the project by the Owner except for such damage as is proximately caused by acts of the federal government or public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

If the Contractor damages any property belonging to the Owner, the Owner may, in addition to other remedies available to the Owner, retain from the money due to the Contractor an amount sufficient to ensure repair of the damage or an amount to contribute toward repair of the damage.

The Owner, nor the officers, employees, representatives, nor agents of each of them shall be responsible for

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any damage to the project and materials and equipment for the project.

### 4.11.3. Protection of Facilities

From the issuance of the official Notice to Proceed until the formal acceptance of the project by the Owner, the Contractor shall protect the Site and Work from theft, acts of malicious mischief, vandalism and unauthorized entry. During all hours that Work is not prosecuted, Contractor shall furnish such watchman's services as necessary to safeguard materials and equipment in storage on the Project site, including Work in place or in process of fabrication, against theft, acts of malicious mischief, vandalism and other losses or damages. The Contractor shall be liable for any loss or damage that result from its failure to protect the Site and the Work.

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to Owner. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Air Quality Management District (AQMD) rules (see also Article 4.5.1, Air and Water Pollution Control).

### 4.11.4. Safety

The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work or permanently installed as part of the project. The Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety. Unless the Contractor designates other employees, its superintendent shall have the duty of prevention of accidents. The Contractor shall institute a safety program that includes all trades on the site.

Renovation, expansion, or remodel work of any existing building may expose workers to lead-containing materials such as paint, flashings, and pipe joints. The Contractor shall comply with all applicable laws addressing such exposure, including the Cal/OSHA Lead in Construction Standards (Title 8, California Code of Regulations, section 1532.1).

The PM may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying the observance of all local, state, and federal workplace safety guidelines. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Explosives shall not be used without first obtaining written permission from the PM and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. Storage of explosives on the project site is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

In the event of an accident, the Contractor shall make available to the PM copies of its accident report to its insurance carrier. The Contractor shall determine the cause of the accident and immediately correct any equipment, procedure, or condition contributing to the accident.

### 4.11.5. Utilities

Contractor is responsible to notify all Utility companies (811/USA DIG hotline, etc.) within industry standard timelines prior to commencing any underground work activities onsite, and shall furnish all such evidence including ticket numbers in writing to PM. If the Contractor discovers utility facilities not identified in the Contract Documents, the Contractor shall immediately notify the PM and the utility involved, in writing, of such discovery. When the Contractor is required by the plans and specifications to locate, remove and/or relocate utility facilities not identified in the Contract Documents with reasonable accuracy, it shall be compensated for any reasonable actual added cost incurred. The Contractor shall also be compensated for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Contractor to exercise reasonable care. All such compensation to the Contractor shall be based on an actual cost plus Contractor and subcontractor mark-up, as identified in

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Article 6.3, Allowable Costs Upon Change Orders, except that both the Contractor and subcontractor mark-up shall be reduced by six (6) percent each, where the damage results from the failure of the Contractor or subcontractor to exercise reasonable care. The Owner or the public utility, where it is the owner of the utility facilities, shall have the sole discretion to perform repairs or relocation work, or permit the Contractor to do such repairs or relocation work at a reasonable price, where such work is required to facilitate the project. The Contractor shall not be assessed liquidated damages for delay in the completion of the project which is caused by failure of the Owner or the owner of the utility to provide for removal or relocation of such unidentified utility facilities.

With the exception of the identification of main or trunk line utility facilities in the Contract Documents, the foregoing provisions shall not apply to, and Owner shall have no obligation to indicate, the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

Except as expressly provided in above, the Contractor shall be responsible at its own cost for all work, expense, or special precautions caused by the existence or proximity of utilities encountered at the site or in the performance of the project work including, without limitation, repair of any damage that may result including any damage resulting from hand or exploratory excavation. The Contractor is cautioned that the utilities encountered at the site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such cables, special precautions are to be observed by the Contractor at its own cost and shall include the following; all cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and appropriate warning signs, barricades, and safety devices shall be erected.

The Contractor shall provide as-built drawings of all utilities encountered and constructed to the PM, indicating the size, horizontal location, and vertical location based on the project benchmark or a stable datum.

#### 4.11.6. Hazardous Materials

The Contractor is prohibited from installing any asbestos-containing materials or products in any work to be performed under this Contract. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by project completion, the warranty period, or other provisions of this Contract.

The Contractor is prohibited from installing any lead-containing materials or products, including paint, in any work to be performed under this Contract. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by project completion, the warranty period, or other provisions of this Contract.

#### 4.12. Payments by Contractor

In accordance with section 7108.5 of the Business and Professions Code, the Contractor agrees to promptly pay all subcontractors within ten (10) days of receipt of each progress payment, unless otherwise agreed in writing by all parties, the respective amounts allowed Contractor on account of the work performed by its subcontractors, to the extent of each such subcontractor's interest therein.

The Contractor shall pay and shall require its subcontractors to pay each employee engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

#### 4.13. Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.

The Contractor shall secure all permits and licenses required for any operations required under this Contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the United States, the State, the county, the city, a public utility, telephone company, special district, or quasi-governmental entity. It is the responsibility of the Contractor to ascertain the necessity of such permits and licenses in preparing its bid and include in its bid the cost thereof as well as adjustments for any delays that may be caused by securing permits and licenses.

City of Fresno Building, Plumbing, Mechanical and Electrical permit fees will be paid for by the Owner.

#### 4.14. Patented or Copyrighted Materials

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The Contractor shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices, or processes used on or incorporated in the project and agrees to save harmless, defend, and indemnify the Owner, and the officers, employees, representatives and agents of each of them from all suits, actions, or claims for, or on account of, the use of any patented or copyrighted materials, equipment, devices, or processes.

### **4.15. Property Rights in Materials and Equipment**

Nothing in the Contract shall be construed as vesting in the Contractor any property right in the materials or equipment after the project is complete. All such materials or equipment shall become the property of Owner upon completion of the project, and the Contractor warrants that all such property shall pass to Owner free and clear of all liens, claims, security interests, or encumbrances.

### **4.16. Taxes**

The Contractor shall pay all taxes imposed by law which are levied or become payable as a result of the Contractor's performance under this Contract.

### **4.17. Contract Time**

#### **4.17.1. Time of the Essence**

All time limits specified in this Contract are of the essence of the Contract.

#### **4.17.2. Starting and Completion Date**

The PM shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor agrees to complete the work on the date specified for completion of the Contractor's performance in the Contract unless such time is adjusted, in writing, by change order by the Owner. The Contractor may complete the work before the completion date if it will not interfere with the Owner or their other contractors engaged in related or adjacent work. The work shall be regarded as completed on the recordation/acceptance date noted on the Owner's Notice of Completion filed with the County of Fresno. This date shall be used as the date the guarantee period begins as defined in Article 8.5, Guarantee.

#### **4.17.3. Adjustment of Contract Time Due to Acts of God, etc.**

The Contractor shall not be assessed with liquidated damages, nor the cost of engineering and inspection during any delay in the completion of the project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, discovery of archaeological or paleontological artifacts, and unusual action of the elements; provided that the Contractor shall notify the PM in writing of the causes of delay within 24 hours from the beginning of any such delay. The PM shall determine the facts with regard to the delay and the reasonable period of time by which the date of completion should be extended by reason thereof, if any. The PM's findings thereon shall be final and conclusive.

There shall be no compensation to the Contractor for costs associated with this kind of delay.

The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions that immediately result there from which cause a cessation in the progress of the work which will delay the time for completion of the Contract.

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time for completion of the Contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

#### **4.17.4. Adjustment of Contract Time Due to Acts of the Owner**

If the Contractor is delayed in completing the Work by reason of any act of the Owner not provided by the Contract, or by reason of changes made pursuant to Article 6.1 the time for completion of the Contract may be extended for a period commensurate with the delay. The Contractor shall notify the PM in writing of the causes of the delay within seven days from the beginning of the delay. The causes of delay shall be subject to the same determinations as stated in Article 4.16.3, Adjustment of Contract Time Due to Acts of God, etc.

#### **4.17.5. Contractor to Fully Prosecute Work**

No extension of time will be granted for any of the causes for which extensions are granted unless the Contractor demonstrates to the satisfaction of the Owner that the Contractor has made every reasonable effort to fully prosecute the work and complete the work within the Contract Time.

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### 4.17.6. Owner's Adjustment of Contract Time

Even though the Contractor has no right to an extension of time for completion, the Owner may extend the time at the request of the Contractor if they determine it to be in the best interest of the Owner. If the time is extended, the Owner may, in lieu of assessing liquidated damages, charge the Contractor, its successors, heirs, assigns, or sureties, and deduct from the final payment for the work all or any part, as they may deem proper, the value of the lost use of the completed project, and of the actual cost to the Owner of engineering, inspection, project management, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension.

### 4.17.7. Adjustment of Contract Time Due to Reasons Beyond the Owner's Control

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond their control, the Contractor shall not be entitled to make or assert any claim for damage by reason for said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate the Contractor for time lost by such delay. Any such determinations will be set forth in writing.

### 4.17.8. Liquidated Damages

Attention is directed to Article 7.2, Delay in Completion – Liquidated Damages.

### 4.18. Schedule

The Contractor will provide a Construction Progress Schedule within seven calendar days after the issuance of the Notice to Proceed by Owner. This schedule shall use the critical path method of scheduling and be updated prior to approval of any progress payments. The Contractor will provide the construction schedule in Microsoft Project, P6 or another similar scheduling software program upon approval by PM. If different scheduling software is used the contractor must provide a license for the Owners use.

The Contractor's Construction Schedule shall show the sequence, duration in calendar days, and interdependence of activities required for the complete performance of all work. The Contractor's Construction Schedule shall begin with the date of issuance of the Notice to Proceed, and conclude with the date of final completion including punch list work activities and training time period. Schedule to reflect Owners critical dates and milestones as discussed in preconstruction meetings.

The Construction Progress Schedule will be reviewed by the Project Manager and returned to the Contractor marked reviewed or with comments within 3 calendar days. All comments must be addressed by the Contractor and resubmitted for final review within 3 calendar days.

Monthly schedule updates will be submitted as a prerequisite for the acceptance of each payment application.

### 4.19. Labor Force and Superintendent

At all times the Contractor shall provide sufficient labor to properly prosecute the work and to ensure completion of each part in accordance with the schedule and within the Contract Time. The Contractor shall employ competent workers who are skilled in the type of work required and whose workmanship is of the best, regardless of the quality of material. If, in the judgment of the PM, any person is incompetent or disorderly, the Contractor shall promptly remove such person from the project and shall not re-employ such person thereon.

The Contractor shall retain a competent on-site superintendent to represent the Contractor and to direct the project at all times while any work under this Contract is underway. The Contractor shall not replace a Superintendent without advanced written approval from the PM. If, in the judgment of the PM, the Superintendent is incompetent, unqualified, poorly performing or disorderly, the Contractor shall promptly remove such person from the project and shall not re-employ such person thereon. In this event the PM shall approve the replacement Superintendent.

The Superintendent shall prepare a daily report that includes worker count, work in progress, etc., and shall provide them to the PM on a weekly basis.

The Contractor shall make certain that all subcontractors employed are properly licensed and are in good standing with the California Department of Industrial Relations.

### 4.20. Limitation of Construction Operations

The Contractor shall limit the area and nature of the construction operations to that which is authorized in the plans or specifications or approved by the PM.

### 4.21. Coordination with Other Work

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The Owner reserve the right to do other work in connection with the project or adjacent thereto by Contract or otherwise, and the Contractor shall at all times conduct the work so as to impose no hardship on the Owner or others engaged in the Owner's work nor to cause any unreasonable delay or hindrance thereto. Where two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause delay or additional expense to the other.

The Contractor shall be responsible to others engaged in the related or adjacent work for all damage to work, to persons and to property, and for loss caused by failure to complete the work within the specified time for completion. The Contractor shall coordinate its work with the work of others so that no discrepancies shall result in the project.

### **4.22. Drawings Reflecting Actual Construction**

During the course of construction, the Contractor shall maintain drawings kept up each day to show the project as it is actually constructed. Every sheet of the plans and specifications that differs from the actual construction shall be marked and sheets so changed shall be noted on the title sheets of the plans and specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The altered Contract drawings shall be sufficiently detailed so that future work on the project or in adjacent areas may be conducted with a minimum of difficulty. As-Builts shall be reviewed by Contractor and PM prior to any monthly progress payment. Before the completion of the project, and before release of the final retention payments, the red lined "as-built" drawings and specifications shall be transmitted to the PM for review and approval. Both a full size hard copy set and electronic version shall be provided to Owner prior to the release of final payment.

### **4.23. Access for Inspection**

The Contractor shall at all times permit the Owner or their authorized personnel to visit and inspect the work and shall maintain proper facilities and provide safe access for such inspection. Work requiring testing, inspection or verification shall not be covered up without such test, inspection, or approval.

### **4.24. Cleanup of Project and Site**

The Contractor shall clean up its work at frequent intervals and shall clean up its work at other times when directed by the Architect, Engineer, or the PM. At all times while finish work is underway, floors shall be kept broom clean. Upon completion of the work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

When two or more contractors are engaged in work at or near the site, each shall be responsible for cleanup and removal of its own rubbish, equipment, and any waste materials not previously disposed.

In the event the Contractor does not maintain the project or the site clear of debris and rubbish in a manner acceptable to the PM, the PM may cause the project or site to be properly cleaned and may withhold the expense incurred from payments due the Contractor.

## Article 5 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

### **5.1. Interpretation of Contract Requirements**

Correlation. Contract Documents shall be interpreted as being complementary, requiring a complete project. Any requirement occurring in any one of the Contract Documents is as binding as though occurring in all Contract Documents. Generally, the specifications address quality, types of materials and Contract conditions while the Plans show placement, sizes, and fabrication details of materials.

In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- Addenda shall govern over all other Contract Documents, and subsequent addenda shall govern over prior addenda only to the extent modified.
- Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the Specifications shall modify the Contract General Conditions.
- In case of conflict between Plans and Specifications, the Specifications shall govern.

Conflicts within the Plans:

- Material and equipment schedules, when identified as such, shall govern over all other portions of the Plans.
- Specific notes shall govern over all other notes and all other portions of the Plans except the material and equipment schedules described above.
- Larger scale drawings shall govern over smaller scale drawings.
- Figured or numerical dimensions shall govern over dimensions obtained by scaling.

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- In the event provisions of codes, safety orders Contract Documents, referenced manufacturers' specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

In the event of omissions in the Contract Documents, the following shall apply:

- If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component that is incidental, even though its cost or importance may be substantial.
- The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

### **5.2. Issuance of Interpretations, Clarifications, Additional Instructions**

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents or have any question concerning interpretation or clarification of the Contract Documents, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the work affected. The written request shall be given to the PM with copies to the Architect and/or Engineer.

The PM, in consultation with the Architect and/or Engineer, shall issue in writing the interpretation, clarification, or additional detailed instructions requested.

Should the Contractor proceed with the work affected before receipt of the interpretation, clarification, or instructions from the PM, the Contractor shall replace or adjust any work not in conformance with the interpretation, clarification, or instructions and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute work beyond the scope of the Contract, the Contractor must submit written notice thereof to the PM within seven calendar days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of work thereon. The Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts through submission of a Time Impact analysis.

If, in the judgment of the PM, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra work authorized by the PM by Change Directive, with a change order to follow. If the PM, in consultation with the Architect and/or Engineer, decides that the claim is not justified, the PM shall give the Contractor a written order that the claim is not justified and direct the Contractor to perform such work.

The Contractor must proceed with the work upon receipt from the PM of a written order to do so, in accordance with the Architect's and/or Engineer's interpretation of the Contract requirements. If the Contractor objects to the order, the Contractor must notify the PM in writing of its objection and the reasons therefore, within seven days of receipt of the order. The Contractor shall have the right to have this claim later determined by the PM pursuant to this Article 7.1, Claims. When performing disputed work, the Contractor shall prepare time and materials records for each day, and the PM will verify these records at the conclusion of each day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless it gives the written notices required to the PM within seven calendar days as specified above.

### **5.3. Product and Reference Standards**

#### **5.3.1 Product Designation**

When the Contract references descriptive catalog designations, including the manufacturer's name, product brand name, or model number, such designations shall be considered as those found in industry publications of current issue at the date specified in the Notice to Contractors.

#### **5.3.2 Reference Standards**

When the Contract references standards of the federal government, trade societies, or trade associations by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current and most recently published edition at the date specified in the Notice to Contractors shall be considered a part of this Contract.

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### **5.4. Shop Drawings, Samples, Alternatives or Equals, Substitutions**

#### **5.4.1. Submittal Procedure**

The Contractor shall review and approve all shop drawings. "Shop drawings" include drawings, diagrams, illustrations, material and equipment schedules, performance charts, brochures and catalogs and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work. The Contractor shall promptly review and mark the shop drawing approved and submit to the PM, so as not to cause a delay in the work, together with samples as required by the Contract and shall also submit any offers of alternatives or substitutions. At least six copies of shop drawings shall be submitted. All such submittals shall be sent to the party given in the instructions to the Contractor at the job start meeting. A letter shall accompany the submitted items which shall contain a list of all matters submitted and shall identify all deviations in the shop drawings and samples from the requirements of the Contract. Failure by the Contractor to identify all deviations may render any action taken on the materials submitted to be void. Whether to void such action shall be in the discretion of the PM. By submitting the approved shop drawings and samples, the Contractor represents that the data contained therein have been verified with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the Contract. If it is found the Contractor is just simply passing along the documents without fulfilling their responsibilities of review, than any costs associated with review by Owner's team that should have been caught by Contractor prior to submission will be the responsibility of the Contractor to pay. Excessive re-submittals as defined as more than 2 resubmissions by Contractor, will require payment to Owners team including PM for additional review time. Rates for such review based upon size of submittal(s), etc. to be predetermined and accepted by Contractor prior to review occurring by team. Any delays as a direct result of Owner's team being excessively involved with submittals review will not be deemed a delay to the project, and Contractor will not be provided any additional time.

#### **5.4.2. Samples**

Samples are physical examples furnished by the Contractor to illustrate materials, equipment, color, texture, or workmanship, and to establish standards by which the work will be judged.

#### **5.4.3. Alternatives or Equals**

For convenience in designation on the plans or in the specifications, certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Bidder complies with the following requirements:

The Bidder shall submit its proposal to the PM for an alternative as an "equal" in writing no later than 7 calendar days after the award of the Contract. In exceptional cases the Owner may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The Bidder is responsible for timely submittal of its proposed "or equal."

No proposal will be considered unless accompanied by complete information necessary to permit determination of the equality of the offered materials or equipment. Samples shall be provided when requested by the PM.

The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the Bidder. Where the material is specified by capacity or performance, the burden of proof shall be on the Bidder to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified. The Bidder shall furnish at its own expense all information necessary for a determination as to whether the minimum capacities or performance requirements will be met.

The PM shall be the judge of such matters. If the PM rejects the use of any alternative materials or equipment, then one of the products designated by brand name shall be furnished.

If changes or delays are required for proper installation or fit of alternative materials, articles, or equipment, or because of deviations from Contract Documents, such changes or delays shall be made at the Contractor's expense without recourse for reimbursement from the Owner.

#### **5.4.4. Substitutions**

If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, it must comply with these provisions of Article 5.4, but, in addition, the Contractor must submit any cost impact. By submitting a substitute, the Contractor waives any rights to claim a delay



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due to the processing of this substitution. The time for submittal of a substitution of an unequal product shall be restricted to 7 calendar days after the effective date on the Notice to Proceed unless the PM allows a longer or shorter period in writing. The Owner is not obligated to review or accept substitutions.

### **5.5. Quality of Materials, Articles and Equipment**

Materials, articles and equipment furnished by the Contractor for incorporation into the work shall be new. When the Contract requires that materials, articles or equipment be furnished, but the quality or kind thereof is not specified, the Contractor shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment which are specified.

### **5.6. Testing Materials, Articles, Equipment and Work**

Materials, articles, equipment or other work requiring tests are specified in the Contract. Materials, articles and equipment requiring tests shall be delivered to the site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the PM where and when materials, articles, equipment and work are ready for testing. Should any such materials, articles, equipment or work be covered without testing and approval, if required, they shall be uncovered at the Contractor's expense.

### **5.7. Rejection**

Should any portion of the work done or any materials, articles or equipment delivered fail to comply with the requirements of the Contract, such work, materials, articles or equipment shall be rejected in writing and shall immediately be made satisfactory to the Owner, by the Contractor, at no additional expense to the Owner. Any materials, articles or equipment that are rejected shall immediately be removed from the premises at the Contractor's expense. The PM may retain one and one-fourth times the cost of the rejected materials, articles, equipment, and work from any payments due the Contractor until it is made acceptable to the PM. The PM may back charge the Contractor for design costs incurred in the correction of Contractor's rejected work.

### **5.8. Responsibility of Quality**

The testing and inspection provided by the Owner shall not relieve the Contractor of its responsibility for the quality of materials and workmanship provided by the Contractor, and the Contractor shall make good all defective work discovered during or after completion of the project.

## Article 6 CHANGES IN THE WORK

### **6.1. Change Orders**

The Owner reserves the right to issue written change orders, through the PM, directing changes in the Contract at any time prior to the Notice of Completion without voiding the Contract, and the Contractor shall promptly comply with such order. Any delay to the completion time of the project or additional expenses incurred due to the Contractor's delay in promptly carrying out Change Directives will be borne by the Contractor. The Contractor may request changes in the work, but shall not act on the changes until authorized by the PM. The PM may reject unauthorized changes whether the expense is greater or lesser. Any change made without the PM's authorization shall be the responsibility of the Contractor and shall be replaced with the original requirements of the contract documents at the Contractor's expense.

On the basis set forth herein, the Contract price shall be adjusted for any change order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in Article 8.2, Partial Payments, shall be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the PM in writing, the Contractor shall take all necessary steps to halt such other work in the area of the change that might be affected by the ultimate change. Changed work shall be performed in accordance with the original Contract requirements except as modified by the change order. Except as herein provided, the Contractor shall have no claim for any other compensation due to changes in the work.

### **6.2. Proposed Change Orders**

The PM will issue to the Contractor a Cost Request Bulletin (CRB) or a Change Directive (CD) for a proposed change describing the intended change and shall require the Contractor to respond with a proposed amount to be added to or subtracted from the Contract price due to the change supported by a detailed estimate of cost (hereinafter called a change order request (COR). Upon request by the PM, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. Any request for adjustment in time of final completion of the project that is directly attributable to the changed work shall also be included, with substantiating detailed explanation, by the Contractor in its response to the CRB. Failure to request adjustment of time

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on the change order request shall waive any right to subsequently claim an adjustment of the time for final completion based on the changed work. The Contractor shall submit the COR with detailed estimates and any time extension request thereon to the PM within seven calendar days after issuance of the CRB or CD. If not submitted within the required seven calendar days, and the Contractor has not obtained the PM's permission for a delay in submission, the PM may order the Contractor in writing to begin the work immediately, in accordance with Article 6.4 or Article 6.6, and the Contract price shall be adjusted in accordance with the PM's estimate of cost, unless the Contractor within seven days following completion of the changed work presents proof convincing to the PM that the PM's estimate was in error. The Contractor must keep and submit time and materials records verified daily by the PM to substantiate its costs and to furnish such proof.

When the PM and the Contractor agree on the amount to be added to or deducted from the Contract price and the time to be added to or deducted from the completion date the Contractor shall proceed with the changed work. When the PM and the Contractor agree to the adjustment in the Contractor's compensation for the performance of changed work, but fail to agree to the time adjustment for such work, the Contractor shall proceed with the work at the agreed price, reserving the right to further pursue its claim for a time adjustment. Any costs incurred to acquire information relative to a proposed change order shall not be borne by the Owner.

### **6.3. Allowable Costs Upon Change Orders**

The only costs (estimated or actual) allowable due to changed work, and the manner in which such costs are computed shall be in accordance with the following eight provisions. In submitting a change order request, the Contractor affirms that the cost is submitted in good faith, that the cost is accurate and is in accordance with the provisions of the Contract requirements, and the Contractor submits the costs recognizing the significant civil penalties and damages which follow from making a false claim or presenting a false claim to the Owner. Direct cost is defined as the actual cost of work before the application of any mark-ups for overhead and profit. In addition to items identified in the following provisions, direct cost items may include: hoisting, clean-up (both periodic and final), trash removal, traffic control, and dust control.

#### **6.3.1. Labor**

Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed work, (but not site management such as field office estimating, clerical, purchasing, as-builts, change order coordination, or warranty). Costs include payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, liability insurance premium on labor only, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes.

No labor cost will be recognized at a rate in excess of the prevailing wages that are being paid by the Contractor for similar work on the project, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the PM the necessity for use of such higher classifications of workers. The Contractors and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification utilized on a proposed change on the Hourly Labor Rate Worksheet. The Owner may verify wage and burden per Article 4.2, Prevailing Wage. The unit cost of labor shall be an accurate accounting of actual costs being paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

#### **6.3.2. Materials**

Contractor's costs are allowed for the cost of the materials directly required for the performance of the changed work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the Owner. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the current wholesale price for such materials. Cost for consumed materials may be charged on a reasonably estimated basis, but may not be a percentage of labor.

If, in the opinion of the PM, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The Owner reserves the right to furnish such materials as they deem advisable, and the Contractor shall have no claim for costs or profits on material furnished by the Owner.

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### 6.3.3. Equipment

Contractor's costs are allowed for the actual cost of the use of equipment directly required in the performance of the changed work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed work. Individual pieces of equipment having a replacement value of \$200.00 or less shall be considered to be small tools or small equipment, and no payment therefore will be made unless it has been rented specifically for the changed work. Consumed equipment or tools, such as paint brushes, rollers, drill bits, etc. may be charged on an actual or reasonably estimated cost basis and are not to be charged as a percentage.

For equipment owned, furnished, or rented by the Contractor, none of which will be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

The amount to be paid to the Contractor including mark-up for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel (unless the Contractor has demonstrated that mark-up does not cover consumed fuel cost), power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to the Contractor incidental to the use of such equipment. Equipment operators shall be paid for as provided in Article 6.3.1, above.

### 6.3.4. Mark-ups on Change Orders

The mark-ups allowed on the direct cost of changed work include all incidental overhead support costs and profit. Such incidental overhead support costs include: estimating and purchasing; indirect supervision and project management; home office overhead; site overhead including facilities and utilities; change order coordination; as-built drawings; warranties; bonds; course of construction and liability insurance (however, per Article 6.3.1, the cost of liability insurance premium for labor only is allowed as a cost for labor); and small tools. Any incidental overhead support cost not expressly identified herein shall be included in the Contractor's mark-up. No mark-up on mark-up is permitted. If the subcontractor is owned, partially owned, or has a shared profit arrangement with the Contractor, any mark-up otherwise applicable to a change shall be reduced in proportion with the shared profits.

### 6.3.5. Work by Subcontractors and Vendors

For any portion of the changed work that is to be performed by a subcontractor (any tier), the Contractor shall furnish to the PM a detailed estimate prepared and signed by subcontractor of the cost to subcontractor for performing the changed work. At the option of the PM, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds, and any other costs not specifically allowed by Article 6.3.1, 6.3.2 and 6.3.3 shall not exceed fifteen (15) percent on the first \$50,000 of the direct cost; thereafter, ten (10) percent on the balance beyond \$50,000. The maximum allowable mark-up of a first tier subcontractor on any subsequent tiers shall be seven (7) percent. The aggregate mark-ups allowed by multiple tiered subcontractors shall not exceed twenty-six (26) percent of the direct cost on the first \$50,000; thereafter, twenty-one (21) percent on the balance beyond \$50,000. Estimates of the amount to be deleted from subcontractor's portion of the work shall be gross value of the deducted work plus at least six percent for overhead, bonds, insurance, and related savings added to the direct value of the deleted work. For changed work to be furnished by a vendor, the Contractor shall furnish upon demand of the PM, a lump sum estimate of the cost of the items including taxes and cartage to the Contractor prepared by the vendor. No vendor mark-up for overhead, profit, layout, supervision or bonds will be allowed for changed work furnished by a vendor.

### 6.3.6. General Contractor Mark-up for Added Work

When changed/added work is performed by a subcontractor, the Contractor may add no more than ten (10) percent mark-up to the subcontractor's total direct cost estimate (excluding the subcontractor's mark-up) for such work on the first \$50,000; thereafter, the mark-up is seven (7) percent on the balance beyond \$50,000. The Contractor's ten percent mark-up in this case is for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs not specifically allowed by Article 6.3.1, 6.3.2 and 6.3.3. Also refer to Article 4.10.5, Utilities, for special mark-up on repair of utilities. The Contractor may add up to

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fifteen (15) percent to its direct cost when self-performing the changed work on the first \$50,000, and ten (10) percent thereafter on the balance beyond \$50,000.

### 6.3.7. Credit for Deleted Work

Where an entire item or section of work is deleted from the Contract, the entire subcontract value or bid value shall be considered the appropriate deduction less the value of work performed, and shall have at least six percent mark-up added thereto for the Contractor's saved overhead, bonds, insurance, and taxes. If the subcontract value or bid value is not identifiable, then the amount to be deducted from the Contract amount shall be the estimated value of the deducted work plus at least six percent for saved overhead, bonds, and insurance. The value submitted on the schedule of values shall be used to calculate the credit amount, and may not be further marked up if it includes the value for general conditions (overhead, bonds, insurance, etc.).

For a proposed change order that involves both added and omitted work, the Contractor shall separately calculate its total added costs and its total deducted costs, and shall then sum its total added and deducted costs, resulting in the Contractor's net cost for the change order. The Contractor shall then apply the mark-up to this net cost. Similarly, the Contractor shall separately calculate each subcontractor's total added costs and total deducted costs, and shall then sum each subcontractor's total added and deducted costs, resulting in each subcontractor's net cost for the change order. If the resulting net costs for each subcontractor will increase the Contract price, then the Contractor shall apply separate mark-ups for added work as specified in Article 6.3.5. If the resulting net costs for each subcontractor will decrease the Contract price, then the Contractor shall apply separate mark-ups for deleted work as specified in Article 6.3.7.

For example:

Contractor - net cost is \$30,000, Contractor's mark-up is 15%, or \$4,500.

Subcontractor A - net cost is \$20,000, Contractor's mark-up is 10%, or \$2,000.

Subcontractor B - net cost is <\$10,000>, Contractor's mark-up is six percent, or <\$600>.

The Contractor's total mark-up for this example change order is \$5,900.

### 6.3.8. Market Values

Cost for added work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the PM that it investigated all possible means of obtaining work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes work from the Contract, the computation of the amount thereof shall be the values which prevailed at the time bids for the work were opened, if the work is contained in a subcontract agreement or purchase order executed at or near the time bids were opened.

## 6.4. Failure to Agree as to Cost

### 6.4.1. For Added Work

Notwithstanding the failure of the PM and the Contractor to agree as to the cost of the proposed change order, the Contractor, upon written directive from the PM, shall proceed immediately with the changed work. A Construction Directive or other signed correspondence from the PM shall be used for this written order. At the start of each day's work on the change, the Contractor shall notify the PM in writing as to the size of the labor force to be used for the changed work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's work, the Contractor shall furnish to the PM a detailed summary of all labor, materials, and equipment employed in the changed work. The PM will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the PM and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed work. Subsequent adjustments, however, may be made based on later audits by the PM. When changed work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the work containing a detailed statement of labor, material, and equipment used in the work. This latter summary shall be signed by the Contractor who shall certify thereon under penalty of perjury that the information is true, and the costs are as allowed in this Article. If changed work is to be paid on the basis of time and materials, a credit for deleted Contract work shall be included. Mark-up shall be as covered in Article 6.3.4 through 6.3.7.

The Contractor shall maintain and furnish on demand of the PM itemized statements of cost from all vendors and subcontractors who perform changed work or furnish materials and equipment for such work. All

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statements must be signed by the vendors and the subcontractors.

### 6.4.2. For Deleted Work

When a proposed change order contains a deletion of any work, and the PM and the Contractor are unable to agree upon the cost thereof, the PM's estimate shall be deducted from the Contract price and may be withheld from any payment due the Contractor until the Contractor presents proof convincing to the PM that the PM's estimate was in error. The amount to be deducted, other than deletion of an entire item as addressed in Article 6.3.7, shall be the costs to the Contractor for labor, materials, and equipment which would have been used on the deleted work together with the credit mark-up. The guidelines set forth in Article 6.3, shall be used in computing the amounts involved for changes other than deletion of an entire item.

### 6.5. Allowable Time Extensions

For any change in the work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire work is delayed due solely to performance of the changed work. However, no extension of time shall be granted for a change in the work unless the Contractor demonstrates to the satisfaction of the PM that the work is on the critical path and submits an updated CPM schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional work called for by the change within the time originally allotted for the Contract. The updated schedule will be submitted on the same electronic format as required by Article 4.15.

### 6.6. Emergency Changes

Changes in the work agreed by the PM to be necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the PM are kinds of emergency changes which may be authorized by the PM in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the PM.

If agreement is reached as to compensation and/or time adjustment for the purpose of any emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.3 relating to ordinary changes. If agreement is not reached as to compensation and/or time adjustment at the time of commencing the emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment and/or time extension, as provided in Article 6.5, is agreed upon, or the changed work is completed.

### 6.7. Audit Rights

The contracting parties shall be subject to examination and audit by the Owner (or designee) at any time during construction and for a period of three (3) years after final payment of the Contract. Such examination and audit shall include access to the Contractor and the subcontractor records as delineated in the following:

The Contractor's records which shall include but not be limited to accounting records (hard copy, as well as computer); emails; written policies and procedures; subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the PM to substantiate charges related to this Contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction to adequately permit evaluation and verification of (a) the Contractor's compliance with Contract requirements and (b) compliance with provisions for pricing change orders, payments or claims submitted by the Contractor or any of his payees. The Contractor is required to have as part of the records the following reports: a detailed cost ledger reflecting total charges against the project which present an itemization by invoice and labor costs by cost codes; a summary report identifying total project costs by cost codes; and a subcontractor history report including each subcontract amount and change orders issued thereto.

## Attachment B

## Article 7 CLAIMS AND DAMAGES

### 7.1. Claims

#### 7.1.1. Claim and Dispute Submittals

Any dispute related to this Contract or its breach that is not resolved by agreement shall be promptly submitted in accordance with this Article, with adequate supporting data. Adequate supporting data shall include, but is not limited to a statement of the reasons for the asserted entitlement, the certified payrolls, invoice(s) for material and equipment rental, and an itemized breakdown of any adjustment sought.

At the time of submission of any claim, the Contractor shall certify as follows:

SUBMISSION UNDER PENALTY OF PERJURY

"I, (insert full name), am the (insert title--must be an Officer) of (insert name of firm), and I declare under penalty of perjury under the laws of the State of California and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; that the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which I believe the Owner is liable, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences."

BY: \_\_\_\_\_ (signature) Date: \_\_\_\_\_ (insert date of signature)

Contractor's submission of a claim, properly certified, with all required supporting documentation, and the PM's written rejection or denial of all or part of the claim(s) are conditions precedent to any proceeding with any action described in Article 7.1.6, ~~proceeding, litigation, or suit, or demand for arbitration~~ by the Contractor. Contractor's Claim(s) – Notice of Claim

### 7.1.2. Contractor's Claim(s) – Notice of Claim

In accordance with Article 5.2 (Issuance of Interpretations, Clarifications, Additional Instructions), should the Contractor disagree with the determination of the PM on a matter that substantially affects the Contractor's costs, compensation or extent of work, the Contractor shall file a claim with the Owner and request a review of the decision. The Contractor must proceed with the work upon receipt from the PM of a written order to do so. However, within seven days of receipt of the written order, the Contractor must notify the PM, by letter, that it protests the decision.

### 7.1.3. Contractor Submission of Unresolved Claims to the Owner

All unresolved claims arising from this Contract, for which the Contractor seeks resolution by the Owner, shall be submitted in writing to the Owner no later than 30 calendar days after the County Recorder's recordation date on the Owner's Notice of Completion. The Contractor's failure to submit its claims to the Owner within this 30-day period shall constitute a waiver by the Contractor of such claims. This claim must include six copies of a detailed claims package. Failure to submit the full detailed package within this second 30-day period shall constitute a waiver by the Contractor of such claims.

Before the Contractor files a claim with the Owner, the Contractor shall make a reasonable effort to analyze the claim to determine the truth of the information comprising the claim. The Contractor shall not present a subcontractor claim without making a reasonable effort to determine the truth of the facts comprising the claim. Only claims reasonably determined by the Contractor to be true may be filed with the Owner. By submitting a claim, Contractor affirms that its claim is submitted in good faith, that the facts supporting the claim are true and accurate, and that the claim, in the reasonable opinion of the Contractor, constitutes a basis under the Contract for additional compensation. Further, Contractor submits the claim recognizing the significant civil penalties which follow from making a false claim or presenting a false claim to the Owner.

#### 7.1.4. Owner's Claim(s) Submittal

The PM shall submit a rebuttal to the Contractor's claim, along with any claims against the Contractor, to the Owner within a reasonable time after Contractor submits their claim package.

#### 7.1.5. Contractor Rebuttal to Owner's Claims

Upon submission of any Owner claims, the Contractor shall have an additional 30 day period to submit a rebuttal to the Owner's claims.

## Attachment B

### 7.1.6. Owner's Decision

After the submission of all claims and any rebuttals thereto, Owner shall have a reasonable time to make a determination regarding any and all claims.

### 7.1.7. Mediation

In the event of any dispute under this Agreement, including with respect to Owner's determination regarding a submitted claim, the parties shall first attempt to resolve said dispute by good faith negotiation, failing which either party shall have the right to elect non-binding mediation before resorting to litigation. Any party may initiate non-binding mediation by giving written notice to the other party (the "Mediation Notice"). The mediation shall be conducted by a mediator mutually agreed to by the parties or, in the event the parties are unable to reach such agreement, within thirty (30) days of the giving of the Mediation Notice, by a mediator appointed by JAMS. The mediation shall be conducted under such procedures as may be agreed by the parties, or failing such agreement, under the JAMS Mediation Rules. Mediation shall take place in Fresno, California or any other location mutually agreeable to the parties. In the event the parties resolve their dispute in mediation, they shall enter into a mutual agreement, which shall be binding on both parties. In the event such agreement has not been entered into by the parties within ninety (90) days after the selection of the mediator pursuant to this Article, either party may initiate litigation as set forth below.

Waiver Of Jury Trial. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, AND THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW EACH PARTY, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR TRANSACTION BETWEEN THE PARTIES.

Judicial Reference Provision. In the event the above Jury Trial Waiver is unenforceable, the parties elect to proceed under this Judicial Reference Provision. With the exception of the items specified below, any controversy, dispute or claim between the parties relating to this Agreement or any other document, instrument or transaction between the parties (each, a Dispute), will be resolved by a reference proceeding in California pursuant to Sections 638 et seq. of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any Dispute, including whether the Dispute is subject to reference. Venue for the reference will be the Superior Court in the County where real property involved in the action, if any, is located, or in a County where venue is otherwise appropriate under law (the Court). The following matters shall not be subject to reference: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including without limitation set-off), (iii) appointment of a receiver, and (iv) temporary, provisional or ancillary remedies (including without limitation writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). The exercise of, or opposition to, any of the above does not waive the right to a reference hereunder.

The referee shall be selected by agreement of the parties. If the parties do not agree, upon request of any party a referee shall be selected by the Presiding Judge of the Court. The referee shall determine all issues in accordance with existing case law and statutory law of the State of California, including without limitation the rules of evidence applicable to proceedings at law. The referee is empowered to enter equitable and legal relief, and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision, and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or order in the same manner as if tried by the Court. The final judgment or order from any decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial if granted, will be a reference hereunder. AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, EACH PARTY AGREES THAT ALL CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT A JURY."

### 7.2. Delay in Completion - Liquidated Damages

If the work is not completed within the time required, damage will be sustained by the Owner. It is, and will be, impractical and extremely difficult to determine the actual damage that the Owner will sustain by reason of the delay. It is therefore agreed that the Contractor will pay to the Owner the sum of money stipulated per day in the Notice to Bidders for each day's delay in completing the work beyond the time prescribed, see Article 8.1, Acceptance. If the

## Attachment B

Contractor fails to pay such liquidated damages, the PM may deduct the amount thereof from any money due or that may become due the Contractor. The PM's assessment of liquidated damages shall not commence on a Saturday, Sunday or legal holiday.

### **7.3. Failure to Meet Terms of Contract**

If the PM deems that a contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified by the contract, the PM:

- 7.3.1. After written notice of at least five working days to the contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the contractor under the contract; or
- 7.3.2. If the PM considers that the failure is sufficient ground for such action, they may give written notice of at least five working days to the contractor and the contractor's sureties, that if the defaults are not remedied the contractor's control over the work will be terminated.

## Article 8 PAYMENT AND COMPLETION

### **8.1. Acceptance**

When the whole project has been completed in all respects in accordance with the plans and specifications, to the full satisfaction of the Owner, including receipt of all closeout documents (as-builts, O&M's, warranties, guarantees, training, etc.) the PM will then file a Notice of Completion with the County Recorder in the county in which the project is located. Projects bid with a segregation of costs for separate, independent portions may, at the Owner's discretion, have each of the separate portions accepted individually. The date of recording on the Notice of Completion shall be the official completion date relating to claims and stop notices. All stop notices must be filed with the Owner within 30 calendar days after the County Recorder's recordation date on the Owner's timely Notice of Completion. All claims arising from this Contract shall be submitted in writing to the Owner no later than 30 calendar days after the recordation date on the Owner's Notice of Completion; see Article 7.1, Claims.

### **8.2. Partial Payments**

To assist in computing partial payments, the Contractor shall submit to the PM a Schedule of Values (SOV) of the Contractor's actual and estimated costs for each item of work. The cost breakdowns shall be in sufficient detail for use in estimating the work to be completed each month and shall be submitted within 15 calendar days after the date of commencement of work given in the Notice to Proceed.

Once each month during the progress of the work, the Contractor shall submit a partial payment request. The Contractor shall base the partial payment request on the approved SOV for the cost of the work completed plus, where applicable, a maximum of 95% of the verified supplier-invoiced and Contractor-purchased value for the acceptable materials delivered to the site, and not yet installed and as allowed on the Contractor's Payment Request Form. When submitting a request for payment for materials, the Contractor shall submit the Request for Materials On Hand with its partial payment request.

The partial payment request shall be submitted on the 1<sup>st</sup> day of the month including subcontractor releases. Partial payment requests shall be processed with a minimum of ten percent retention. The Owner holds this retention in part, as security for the fulfillment of the Contract by Contractor, and in part, as retainage for liquidated damages, stop notices, Labor Code wage and penalty assessments, and Owner's back-charges such as for retesting and re-inspection.

Partial payments shall not be construed as acceptance of any work that is not in accordance with the requirements of the Contract.

### **8.3. Stop Notices**

The Owner shall retain out of any money due or that may become due the Contractor, sums sufficient (125 percent of the claim) to cover claims filed pursuant to the stop notice provisions of the law.

Preliminary notices and stop notices should be addressed to the PM. The Contractor shall be responsible to communicate this information to all subcontractors.



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### **8.4. Final Payment**

After acceptance of the project as complete, the Contractor shall submit to the PM a payment request of the total due under the Contract less the retention. This payment request will be processed in the same manner as the partial payment requests. The submission of the final payment request will not be accepted until all work on the project, including Owner receipt of closeout documents as previously defined is complete. Subcontractor and Contractor releases must accompany the final billing.

The PM shall notify the Contractor of the date of recordation of the Notice of Completion. The Contractor shall submit a request for payment of the retention to the PM, who will process the retention payment 30 calendar days after the date of recordation by the County Recorder.

The PM shall continue to retain funds to cover liquidated damages, stop notices, state labor commissioner claims, back charges from the Owner, unexecuted credit change orders, and other such claims that may be received up to the end of the 30 days period following recordation. If any stop notice has been filed, payment shall be withheld in an amount of at least 125 percent of the total claims filed until either the rights under the stop notice have been settled or the Contractor has posted sufficient bond in an amount of at least 125 percent of the total claims filed to secure payment of such claims.

On projects bid with a segregation of costs for separate, independent portions which portions are accepted individually pursuant to Article 8.1, Acceptance, the final payment procedure specified in this Article shall be followed. The total amount due under the Contract, the amounts retained, other claims for compensation, and the filing of stop notices shall refer only to the portion accepted.

### **8.5. Guarantee**

The Contractor hereby unconditionally guarantees the work under this Contract to be in conformance with the Contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of recordation at the County where the project is located pursuant to Article 4.17.2, Starting and Completion Date, unless a longer guarantee period is stipulated in the Contract Documents. By this guarantee the Contractor agrees, within the guarantee period, to repair or replace any work, together with any adjacent work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the Owner. Contractor shall manage the repairs and/or replacement work and not rely upon FCZ staff to schedule or manage the workers.

Special guarantees that are required by the Contract shall be signed by the Contractor who is responsible for the entire work and countersigned by the subcontractor that performs the work.

Contract bonds shall remain in full force and effect during the one-year guarantee period, unless a longer bond period is stipulated in the Contract Documents.

The Contractor further agrees that within seven calendar days after being notified in writing by the PM of any work not in accordance with the requirements of the Contract or of any defects in the work, Contractor shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work in accordance with the requirements of the Contract within a reasonable period of time. The Contractor, in the event of failure to so comply, does hereby authorize the Owner to proceed to have the work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The Owner shall be entitled to all costs necessarily incurred upon the Contractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the Owner's employees, animals, property, or licenses, the Owner may undertake at the Contractor's expense, without prior notice, all work necessary to correct such hazardous conditions caused by the work of the Contractor that is not in accordance with the requirements of this Contract.

## Article 9 MISCELLANEOUS

### **9.1. Governing Law**

The Contract shall be governed by the law of the State of California.

### **9.2. Successors and Assigns**

The Trustees and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party

## Attachment B

in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

### **9.3. Rights and Remedies**

All Trustees' rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of Trustees under the Contract Documents or otherwise available at law or in equity.

No action or failure to act by Trustees or Trustees' representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by Trustees or Trustees' representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Trustees, Trustees' representative, or Contractor.

### **9.4. Waiver**

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, any other requirement of the Agreement, and the Agreement will remain valid.

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement in connection with any adjustment of the Contract Amount or Contract Time will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, such requirements in connection with any other adjustments of the Contract Amount or Contract Time.

The Contractor agrees and understands that no oral directive, approval or representation, either express or implied, by Trustees or its agents shall be binding upon Trustees.

### **9.5. Survival**

The provisions of the Contract which by their nature survive termination of the Contract or Acceptance under Article 8.1, including all warranties, indemnities, payment obligations, and Trustees' right to audit Contractor's books and records, shall remain in full force and effect after Acceptance or any termination of the Contract.

### **9.6. Complete Agreement**

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 6, Changes in the Work.

### **9.7. Severability of Provisions**

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### **9.8. Notices**

Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- Sent by courier where receipt is confirmed.
- Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications in Article 9.8 shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 9.8.

End of Contract General Conditions



February 28, 2017

Scott Barton, Director  
Fresno Chaffee Zoo  
C/O Mike Elrod  
894 West Belmont  
Fresno, California 93728

Project: Fresno Chaffee Zoo  
Children's Water Play Area *PH II*  
Construction Observation Services

Subject: Fee Proposal, Construction Observation

Dear Scott,

In response to your request for proposal to provide Landscape Architectural services for the Chaffee Zoo Water Play Area Construction Observation, please consider the following:

**PROPOSED SCOPE OF WORK**

Review shop drawings and submittals. Provide visits to site for observation during installation. Respond to contractors request for information. Issue clarification drawings. Provide change order drawings and documents. Prepare punch list. Issue notice of final acceptance. Review contractor's as-built record drawings. Provide CAD file record documents based upon contractor as-built drawings.

**PROPOSED FEE -HOURLY NOT TO EXCEED**

LANDSCAPE ARCHITECT .....	\$ 3,000.00
CIVIL ENGINEER .....	\$ 2,400.00
STRUCTURAL ENGINEER.....	\$ 2,100.00
ELECTRICAL ENGINEER .....	\$ 1,750.00
MECHANICAL ENGINEER .....	\$ 1,400.00

**HOURLY RATE SCHEDULE**

LANDSCAPE ARCHITECT	
Principal	- \$ 150.00 / Hour
Project Landscape Architect	- \$ 125.00 / Hour
Landscape Architect	- \$ 100.00 / Hour
CAD Draftsman	- \$ 75.00 / Hour
Administration	- \$ 40.00 / Hour

CIVIL ENGINEER	
Principal Engineer	- \$150.00 / Hour
Design Engineer	- \$110.00 / Hour
CAD Drafting	- \$ 80.00 / Hour

STRUCTURAL ENGINEER	
Principal Engineer	- \$200.00 / Hour
Staff Engineer	- \$110.00 / Hour
Designer / Draftsman	- \$ 80.00 / Hour

Scott Barton  
Chaffee Zoo  
Children's Water Play Area  
February 28, 2016  
Proposal - page 2

**ELECTRICAL ENGINEER**

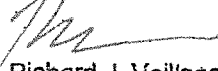
Electrical Engineer	-	\$150.00 / Hour
CAD Drafting	-	\$ 90.00 / Hour

**MECHANICAL ENGINEER**

Principal Engineer	-	\$180.00 / Hour
Design Engineer	-	\$150.00 / Hour
CAD Drafting	-	\$ 90.00 / Hour

Sincerely,

ROBERT BORO LANDSCAPE ARCHITECT



Richard J. Vaillancour  
Landscape Architect

SB

3/16/17

Sent via email: [bgoldman@fresnochaffeezoo.org](mailto:bgoldman@fresnochaffeezoo.org)

March 21, 2017

BSK Proposal CF17-15036

Mr. Brian Goldman  
Fresno Chaffee Zoo  
894 W. Belmont Avenue  
Fresno, California 93728

**SUBJECT:      Proposal for Special Inspection and Materials Testing  
Fresno Chaffee Zoo Children's Water Play Area, Phase 2  
894 W. Belmont Avenue  
Fresno, California 93728**

Dear Mr. Goldman:

We are pleased to submit this proposal to provide Special Inspection and Materials Testing for the Fresno Chaffee Zoo Children's Water Play Area, Phase 2 project in Fresno, California.

#### **SCOPE OF SERVICES**

Our scope of services for this project includes:

- soils observations and compaction testing
- reinforced concrete inspections
- concrete sampling and testing
- batch plant inspection
- post installed anchor inspections
- shop and field welding inspections

Our scope of services excludes:

- masonry inspection

We understand that Fresno Chaffee Zoo will be constructing several structures and water features as a children's play area.

## FEES

We will charge our services on a **time and materials basis** in accordance with the hourly rates listed in the Cost Estimate below. The hours listed in our Cost Estimate are only estimates, as we cannot account for delays of which we have no control, such as, but not limited to: retest and reinspections, contractor's schedule, contractor's means and methods, or number of workers on contractor's crew. We will separate retests, reinspections, standby, cancellations, and extra work on the monthly invoices as these will increase the total billing beyond what we estimated. We understand that this project will be subject to prevailing wage requirements. Travel time and mileage will be billed on a "portal-to-portal" basis from BSK-Fresno, with an on-site minimum of 2-hours, and 1-hour increments thereafter. Invoices will be submitted on monthly intervals based on the work completed during the invoice period. Any testing requested beyond that noted on the Cost Estimate will be charged in accordance with the 2016 BSK Fee Schedule rates. To accommodate construction schedules, BSK may subcontract special inspectors. Inspections performed by subcontract providers will be billed as specified for BSK employees, herein, and at the rates included in the Cost Estimate. BSK has a \$1,000 project minimum. If the total charges incurred for a project is less than \$1,000, the total billing will be \$1,000.

### Cost Estimate

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	COST
<b>Earthwork Construction</b>					
Engineering Technician for Soils Observations	5	8	40	\$93.00	\$3,720.00
Compaction Testing Technician	15	4	60	\$93.00	\$5,580.00
<b>Concrete Construction</b>					
Reinforcing Steel Placement Inspection	8	2	16	\$93.00	\$1,488.00
Concrete Placement Observation & Sampling	8	4	32	\$93.00	\$2,976.00
Batch Plant Inspection	8	4	32	\$93.00	\$2,976.00
Sample Pickup and Delivery	8	1	8	\$93.00	\$744.00
<b>Post Installed Anchors</b>					
Post Installed Anchor Placement Observation	1	4	4	\$93.00	\$372.00
<b>Welding Observations</b>					
Shop Welding	2	4	8	\$93.00	\$744.00
Field Welding	3	4	12	\$93.00	\$1,116.00
	<b>TRIPS</b>	<b>HRS/TRIP</b>	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>
<b>Mobilization / Travel</b>	58	1	58	\$93.00	\$5,394.00
	<b>TRIPS</b>	<b>MI/TRIP</b>	<b>MILES</b>	<b>RATE</b>	<b>COST</b>
<b>Mileage</b>	58	21	1218	\$0.88	\$1,071.84
<b>FIELD SERVICES ESTIMATE</b>					<b>\$26,181.84</b>
<b>LABORATORY TESTING</b>	<b>FREQUENCY</b>	<b>SETS/UNITS</b>	<b>RATE</b>	<b>COST</b>	
Concrete Compressive Strength Test (Set of 4)	1 Set / 100 CY	8	\$120.00	\$960.00	
Compaction Curves - Base Rock (6" Mold)	1 per material	1	\$225.00	\$225.00	
Compaction Curves - Site Soils (4" Mold)	1 per material	2	\$210.00	\$420.00	
<b>LABORATORY TESTING ESTIMATE</b>					<b>\$1,605.00</b>
<b>PROJECT MANAGEMENT &amp; ADMINISTRATION</b>		<b>HOURS</b>	<b>RATE</b>	<b>COST</b>	
Registered Engineer (Review, support and reporting)		2	\$175.00	\$350.00	
Project Manager (Field Oversight, Daily Report Review)		8	\$155.00	\$1,240.00	
Administration (Data Processing, Report Prep., Field Coordination)			7%	\$1,870.05	
<b>ADMINISTRATION ESTIMATE</b>					<b>\$3,460.05</b>
<b>TOTAL BUDGET ESTIMATE</b>					<b>\$31,246.89</b>



We based our Cost Estimate on the following assumptions:

- All field work will occur during normal business hours Monday through Friday;
- 8-hour work days (including travel time);
- Overtime will be charged at 1.5 times the hourly rate (for working 8 to 12 hours in one day);
- Shops and batch plants (if any) are local to Bakersfield, Fresno, or the Jobsite;
- Welding inspections are at a single shop for a single shift;
- Safe and adequate access to perform testing and inspections is to be provided by the shop, contractor, or client

It is our practice to notify you if it appears that our fees will exceed this estimation; although, due to the timing and nature of our services, this may not always be possible. BSK will make every effort to respond to the needs of your project. However, to provide better service, we ask that you schedule inspection and testing services at least 48 hours in advance. To avoid show-up charges, please cancel requests for service at least two working hours in advance of our arrival time.

#### GENERAL CONDITIONS AND LIMITATIONS

We have included a copy of the Agreement for Construction Materials Testing Services with this proposal and our General Conditions for Construction Materials Engineering and Testing Services.

We provide material testing and inspection services to help verify that the work is in conformance with the project documents. These services shall not be construed as acceptance of the work or relieve the contractor in any way from its obligations and responsibilities as outlined in the applicable construction documents. We assume no responsibility for the safety of others on the jobsite or the means and methods of construction.

We will perform our services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. If changes occur in the design of the project, please notify us in writing.



## AUTHORIZATION

If our proposal and general conditions are acceptable, please sign our agreement and return to us. We will countersign the agreement and return a copy to you.

We appreciate the opportunity to work with you on this project. If you have any questions, or require additional information or services, please contact the undersigned at (559) 497-2868.

Sincerely,

**BSK Associates**



Andy L. Neufeld  
Project Manager  
Construction Services Group



Michael Collins  
Construction Services Group Manager

ALN/MC/cc



Enclosures:    Agreement for Construction and Materials Testing Services  
                     General Conditions for Construction and Materials Testing Services





## AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

**THIS AGREEMENT**, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2017, is by and between Fresno Chaffee Zoo ("Client") and BSK Associates ("Consultant").

**THE PROJECT** is generally described as Fresno Chaffee Zoo Children's Water Play Area, Phase 2 at 894 W. Belmont Avenue, Fresno, California 93728.

**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- General Conditions for Construction and Materials Testing Services;
- Consultant's Scope of Services presented in BSK's proposal CF17-15036, dated March 21, 2017.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>Client</u>	<u>Consultant</u>
<b>Signature:</b>	_____	_____
<b>Print Name:</b>	_____	Michael Collins
<b>Title:</b>	_____	Construction Services Group Manager
<b>Company:</b>	Fresno Chaffee Zoo	BSK Associates
<b>Address:</b>	894 W. Belmont Avenue	550 West Locust Avenue
	Fresno, California 93728	Fresno, California 93650
<b>Date:</b>	_____	_____



# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

## 1. DEFINITIONS

**1.1 Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

**1.2 Day(s).** Calendar day(s) unless otherwise stated.

**1.3 Hazardous Materials.** Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.4 Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

**1.5 Services.** The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

**1.6 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.7 Work.** The labor, materials, equipment and services of Contractor.

## 2. SCOPE OF SERVICES

**2.1 Services Provided; Independent Contractor.** Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.

**2.2 Authority of Company.** Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

**2.3 Referenced Standards.** Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

**2.4 Variation of Material Characteristics and Conditions.** Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

**2.5 Changes in Scope.** Client may request changes in the SCOPE OF SERVICES in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

**2.6 Excluded Services.** Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorize or instructed Company not to perform.

## 3. PAYMENTS TO COMPANY

**3.1 Basic Services.** Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

**3.2 Additional Services.** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3 Estimate of Fees.** Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

**3.4 Rates.** Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

**3.5 Prevailing Wages.** Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**3.6 Payment Timing; Late Charge.** Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

**3.7 Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

#### 4. PERFORMANCE STANDARD

**4.1 Professional Standards.** Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2 Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

**4.3 Sample Disposal.** Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

**4.4 Buried Utilities & Structures; Property Restoration.** If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

#### 5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

#### 6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1 Access.** Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

**6.2 Representative.** Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

**6.3 Information.** Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

**6.4 Project Information.** Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

the Project is located and the Client and/or Owner's interest therein.

## 7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

## 8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

## 9. ALLOCATION OF RISK

**9.1 Limitation of Remedy.** The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

**9.2 Indemnification of Client.** Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

**9.3 Indemnification of Company.** Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.

**9.4 No Personal Liability.** Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.

**9.5 Consequential Damages.** Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**9.6 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

## 10. INSURANCE

**10.1 Company's Insurance.** If reasonably available, Company will maintain the following coverages:

**10.1.1** Statutory Workers' Compensation/Employer's Liability Insurance;

**10.1.2** Commercial General Liability Insurance with a combined single limit of \$1,000,000;

**10.1.3** Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

**10.1.4** Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

**10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

**10.3 Certificates of Insurance.** Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

## 11. OWNERSHIP AND USE OF DOCUMENTS

**11.1 Company Documents.** Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

**11.2 Client Documents.** All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

**11.3 Use of Documents.** Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

**11.3.1 Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**11.3.2 Use by Company.** Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

**11.4 Electronic Media.** Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**11.5 Unauthorized Use.** No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

## 12. SUSPENSION & DELAY; TERMINATION

**12.1 Suspension & Delay.** Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

**12.2 Termination for Convenience.** Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

**12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**12.4 Payment on Termination.** Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

**12.5 Force Majeure.** In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

## 13. DISPUTES

**13.1 Mediation.** All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**13.2 Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

**13.3 Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## 14. MISCELLANEOUS

**14.1 Assignment and Subcontracts.** During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

**14.2 Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**14.3 Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**14.4 Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**14.5 Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**14.6 Waiver.** The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

**14.7 Precedence.** These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

**14.8 Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

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***End of General Conditions***

Fresno Chaffee Zoo Corporation  
894 W. Belmont Ave  
Fresno, CA 93728  
(559) 498-5919 office  
[SBarton@fresnochaffeezoo.org](mailto:SBarton@fresnochaffeezoo.org)

3-15-17

Reference: Request for Budget Proposal  
Children's Water Play area project PH II

Dear Mr. Barton:

Soltek Pacific Construction Company (Soltek Pacific) is pleased to submit a proposal for project management services for the second phase of the Children's Water Play area project located at Fresno Chaffee Zoo.

I am proud to say that our project staff successfully managed the first phase including strategic use of time and materials contracts with a not to exceed amount leading to cost savings. Additionally, onsite management was able to provide real time solutions to issues in the field thus reducing the down time of the trade contractors, and as a result the project finished 5 days ahead of a 25 day schedule in one of the busiest areas of the Zoo. All of this wouldn't be possible without the efforts of Zoo Operations and Maintenance staff, which brings me to the point that our two groups of managers make a great team!

This next phase will require additional restrictions, but we believe in the phasing plan presented to the Zoo management from the lowest responsible bidder. Additionally, our management staff will hold a preconstruction meeting onsite with FCZ staff in attendance to discuss Zoo policies and procedures for such topics as safety, and security measures for all parties. Additionally we will work together to solidify the safest and most secure routes to desired Exhibits around the work areas to the Restrooms, Bird Show, and Dino Dig during the work.

The following describes our overall approach to the management of the construction activities involved, and working knowledge of the project.

### **Scope and Deliverables**

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#### **Construction Phase Services**

- ◆ The project manager will provide weekly project updates to FCZ Executive team members including the following;
  - Assist the FCZ CFO and outside legal counsel in writing the contract including obtaining Contractors' Schedule of Values as it relates to payments
  - Analysis of the weekly look-ahead project schedules, along with reporting any changes to the projects anticipated completion date
  - Work with Contractor to notify FCZ Facilities and Operations staff of any required shut downs to paths of travel or other areas during work
  - Status of the Owner's contingency including approved and anticipated change orders
  - Status of all closed, current and outstanding information requests, submittals and other items that need timely response by the Architect, Owner or Contractor
  - Review and verify As-Built documents are being accurately recorded by Contractor and their trade contractors
- ◆ In addition to the weekly reports the project manager will also:
  - Attend all construction meetings and review Contractor provided meeting minutes for accuracy

- Ensure Contractor is holding weekly safety meetings, and review their site operations
- Provide change order evaluation and recommendations
- Maintain complete and accurate document files-both electronic and hard copy
- Provide written reports on all site visits including reason for visit and all items discussed during visit. Photographs of work in place will also be taken and provided via digital files at end of project
- Monthly review of Contractor's pay applications and provide written recommendations on any modifications required by Contractor. Includes collection of Contractor's releases.

### **Fees, Conditions and Schedule**

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Soltek Pacific Construction company will provide professional project management services suited to the second phase of the Water Play area project. The rates for these resources are as follows:

Construction Project Manager:	\$125.00 per hour
Project Manager:	\$110.00 per hour
Administrative Assistant:	\$45.00 per hour

<u>Description</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Estimated Cost</u>
Construction Project Manager	60	\$125	\$7,500.00
Project Manager	180	\$110	\$19,800.00
Administrative Assistant	24	\$45	<u>\$1,080.00</u>
Total Costs			\$28,380.00

NOTE: This price represents an estimate based upon information gathered and a scheduled duration for the project of 4 months. If lesser hours are expended, a lower overall cost will be billed. If additional hours are required, authorization would be sought prior to exceeding the number of hours estimated.

Our team is ready to proceed with management services upon acceptance of the listed costs. I will remain the point of contact for FCZ including addressing any questions that you might have upon review of this document.

Sincerely,

Ronald L. Hicks  
Vice President  
Soltek Pacific Construction

Cc: Mike Elrod, CM, Soltek Pacific Construction  
Brian Goldman, CFO, Fresno Chaffee Zoo Corporation



**Fresno's Chaffee Zoo Corporation**  
**Water Play Area**

	Cost
Zumwalt Construction bid proposal form	\$ 2,715,000.00
Robert Boro (time and materials quote)	\$ 10,650.00
BSK testing and specialty inspections	\$ 31,246.89
Soltek Pacific Project Management Fees	\$ 28,380.00
Contingency (10%)	\$ 278,527.69
<b>TOTAL</b>	<b>\$ 3,063,804.58</b>

**Guaranteed Maximum Price Agreement for Construction Phase Services**  
**Project No. 310410, City Permit No. 14-1406/07/08/09**  
**Children's Water Play Area Project PH II**

THIS AGREEMENT, made on April 27, 2017, BY AND BETWEEN THE FRESNO CHAFFEE ZOO CORPORATION (hereinafter designated FCZC) located at 894 W Belmont Ave in Fresno, CA 93728 and

**Zumwalt Construction, Inc.**  
**5520 E Lamona Avenue**  
**Fresno, CA 93727**

hereinafter designated the 'Contractor'

the Agreement between FCZC and the Contractor shall be as follows:

**WITNESSETH**

1. That the Contractor agrees to furnish all labor, materials, and equipment, and to perform all Work necessary to construct the Children's Water Play Area phase II project pursuant the drawings, specifications, and bid documents as described in item 2 in a good workmanlike and substantial manner, and to the satisfaction of the FCZC in accordance with the Contract Documents. The Contract Documents include and are hereby incorporated in to this agreement as defined in the Contract General Conditions attached.

The Contractor agrees:

- a) to receive and accept a total Guaranteed Maximum Price 'Not to Exceed' Contract Amount for this Project of two million seven hundred fifteen thousand dollars and 00 cents; \$2,715,000.00
- b) as full compensation for prosecution of the Work until its acceptance and recordation at the County by FCZC representative.

2. The Contractor is responsible for and shall execute the Contract work in accordance with the following Contract Documents and as have visited the site and examined all conditions affecting the work;

FCZC Bid Documents package including Notice Inviting Bidders dated 2-15-2017

Amendment 1, dated 11-10-2016

Amendment 2, dated 2-15-2017

Amendment 3, dated 3-08-2017

General Conditions, Attachment B, 31 pages, revision dated November 7, 2016

Specifications

Table 'A' General Contractor Overhead Inclusion list, 3 pages

Robert Boro Landscape Architect's Children's Water Play Area drawings, Back Check date September 12, 2014,

Rev. No. 1 (Permit No.'s 14-1406/07/08/09) and Stamped by the City of Fresno 'Approved' on November 7, 2014

Vortex Equipment drawings revision, 12 pages, dated 11-07-2016

Alan Mok Engineering Storm Water Pollution Prevention Program (SWPPP), dated 03-13-2013, and amended on November 1, 2016

Moore Twining Geotech report

Khutz Pape Tree Investigation report and Aeration work requirements, dated January 23, 2017

As-Built documents from various sources of underground utilities including ground penetrating radar as reported by

Alan Mok Engineering

FCZ Schedule for Zoo-Operating Hours for 2017, 1 page

3. That FCZC will fix the starting date of the Contract, and at their option issue a Notice of Intent to Contract so that the Contractor can begin compiling submittal packages and complete other necessary preconstruction activities. FCZC will only execute the Contract to Contractor upon Zoo Authority approval of costs. Once the Contract has been executed FCZC will furnish a Notice to Proceed with the work, and with it's receipt Contractor shall fully complete all the Work of the Contract as defined by Contract documents, in first class working order including final inspections, and acceptance by FCZC, on or before the expiration of 116 calendar days from the starting time so fixed in the Notice to Proceed and as further defined in item 8.

4. That should a conflict arise between existing field conditions and the Contract Documents, Contractor shall immediately notify FCZC's representative of such conditions and wait for field directive prior to proceeding with the Contract work. Contract Documents shall control, and under no circumstance shall verbal communication in the field be taken as directive, unless further followed up in writing by FCZC's representative in a written field directive.
5. Contractor to furnish necessary Performance and Payment Bonds, Insurance Cert.'s, etc. as required in General Conditions and Bid documents.
6. The work under this Contract is funded by public monies through Measure "Z" and must be performed in accordance with the latest requirements of Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wages on publically funded projects. The prevailing wages set forth on the DIR website are the minimum wages including benefits that must be paid by the Contractor on this project. It shall be the sole responsibility of Contractor to ensure compliance with the provisions of the contract and provisions of Labor Code Section 1776. Contractor shall certify with each and every pay application that current prevailing wage documents are on file at their office including payroll records reflecting compliance with California laws. Furthermore, Contractor shall furnish electronic certification and documents to FCZC while following DOL enforcement standards for sharing said documents.
7. Contractor to furnish copy of DIR registration with executed contract to FCZC for their company and all sub-tier companies.
8. Liquidated damages; \$2,500.00 per calendar day (any and all days beyond Contract Completion date)  
Project Schedule has been set as 116 calendar days, Start Date of June 19, 2017 with a Contract Completion date of no later than October 13, 2017

This Agreement represents the entire and integrated agreement between the Fresno's Chaffee Zoo Corporation and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Fresno's Chaffee Zoo Corporation and Contractor.

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

**Fresno's Chaffee Zoo Corporation**

**Zumwalt Construction, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## 2017 Zoo Authority Adopted Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31				

February						
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November						
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December						
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31						

### Holidays and Observances

Jan 2 New Year's Day observed  
 Jan 16 Martin Luther King Day  
 Feb 20 Presidents' Day  
 Mar 31 Cesar Chavez Day

Apr 16 Easter Sunday  
 May 29 Memorial Day  
 Jul 4 Independence Day  
 Sep 4 Labor Day

Nov 10 Veterans Day, observed  
 Nov 23 Thanksgiving Day  
 Nov 24 County Holiday  
 Dec 25 Christmas Day

## Coins, rocks found in stomachs of Sea Lion Cove animals at Fresno zoo

<http://www.fresnobee.com/news/local/article128775764.html#storylink=cpy>

The Fresno Bee JANUARY 25, 2017 3:38 PM  
MARC BENJAMIN mbenjamin@fresnobee.com



Rocks and a peach pit found in Sur, the sea lion's stomach, and coins found inside Ariel, the harbor seal's stomach (left).

Some visitors to Fresno Chaffee Zoo's Sea Lion Cove may be treating the exhibit like a wishing well by tossing in spare change – and sometimes small rocks. But it's brought bad luck to a sea lion and harbor seal, in whose tummies the coins and rocks wind up, and who both required endoscopic surgery to remove the debris. If allowed to remain in their systems, rocks and coins could cause blockages, stomach and intestinal damage and could fatally poison the animal.

"Their stomach acid leeches out heavy metals from the coins and causes toxicity," said Shannon Nodolf, a zoo veterinarian. She said Sur, the sea lion, has developed an ulcer from the pressure on her stomach caused by swallowing the rocks and coins, she said.

It's believed that exhibit visitors dropped rocks and coins from a viewing area where steel grate vertical fencing is open to the water. It's an area where coins have been discovered underwater. Much of the exhibit is on a sandy walkway with few rocks, so it's unclear where the rocks are coming from.

"It doesn't seem like it's malicious," said Lyn Myers, general curator for Fresno Chaffee Zoo. "We think it's people acting like they're throwing coins in a wishing well, but there's no thought about how it affects the animals."

It was first detected when veterinarians discovered Sur had five broken teeth, Myers said. Veterinarians were curious about what she was eating and performed an X-ray that revealed a collection of coins and rocks in her stomach, said Myers. Initially, veterinarians tried to induce vomiting, but it didn't bring up the debris. That led to the endoscopy procedure. The procedure involves anesthesia and placing an endoscope equipped with a tiny camera down the throat and into the stomach of the animals. A tiny grabber tool, a net attached to the device, captures coins and rocks but requires several passes to gather up everything. In the case of Sur, zoo veterinarians enlisted the help of Dr. Stephen O. Davis, a Fresno gastroenterologist, and a second technician. A second procedure will be required because not all the material, which included 1.3 pounds of pebbles, small rocks and a peach pit, was removed from her stomach. The procedure for Sur lasted about 90 minutes.

"We didn't know if she was able to eat, her stomach was so full," Nodolf said. "We ended up pulling five teeth."

Ariel, the harbor seal, also will need a second procedure. Doctors removed 72 cents – two quarters, two nickels, two pennies and a dime – from her stomach. As preventive measures, zoo officials will place signs at the exhibit to deter visitors from throwing coins and rocks in the Sea Lion Cove pool, and a Plexiglas barrier likely will be installed to replace the vertical fencing, Myers said. It's also possible a "donation station" could be added to the Sea Lion Cove grounds for those visitors with spare change to give away, she said.

Marc Benjamin: 559-441-6166, @beebenjamin

Read more here:

<http://www.fresnobee.com/news/local/article128775764.html#storylink=cpy>Read more here: <http://www.fresnobee.com/news/local/article128775764.html#storylink=cpy>



## There's a new baby at Fresno Chaffee Zoo

The Fresno Bee  
January 24, 2017 8:54 PM



It's a bouncing baby boy for two rhinos at Fresno Chaffee Zoo.

The zoo announced on its Facebook page Tuesday afternoon that a Southern white rhinoceros calf had been born overnight. The unnamed baby is the first rhino calf in the zoo's history. According to the zoo, both rhino mom Kayla and her new calf are doing well, and will be on exhibit soon at zookeeper discretion and weather permitting.

This is Kayla's third pregnancy. She was born in 2005 at Disney's Animal Kingdom in Orlando, Fla., while the other half of the breeding pair, Tim, was born in 1996 at San Antonio Zoological Gardens & Aquarium. Both arrived at the Fresno zoo in 2015 for the opening of the new African Adventure exhibit.

The zoo only announced Kayla's pregnancy on Jan. 17, after being unable to confirm that the rhino was pregnant. "Since we do not have a hormonal profile on Kayla and the abdominal wall of a rhino is too thick for an abdominal ultrasound, the only way to confirm her pregnancy is through a trans-rectal ultrasound," Vernon Presley, curator at Fresno Chaffee Zoo, said last week. "That's not something that Kayla is accepting at this time."

Read more here: <http://www.fresnobee.com/news/local/article128560444.html#storylink=cpy>

## Kijani the lion cub wows in debut at Fresno zoo

The Fresno Bee January 29, 2017

BY CRESENCIO RODRIGUEZ-DELGADO [cdelgado@fresnobee.com](mailto:cdelgado@fresnobee.com)



Kijani, the 16-week old lion cub, center, explores in view of the public for the first time as his mother Kiki keeps watch at Fresno Chaffee Zoo Saturday, Jan. 28, 2017, in Fresno, Calif.

**ERIC PAUL ZAMORA** [ezamora@fresnobee.com](mailto:ezamora@fresnobee.com)

Kijani, Fresno Chaffee Zoo's lion cub, melted hearts Saturday as he frolicked around his outdoors enclosure, his mother Kiki keeping a close eye on him. The nearly 16-week-old lion attracted a crowd of about 100, many of whom watched in open-mouthed astonishment and who had no idea they would be seeing the short, stocky cub making his first public outing in the African Adventure exhibit. Lion fans and other visitors alike gathered under a bridge at the entrance to the lion exhibit. Just after 11 a.m., lioness Kiki walked out, closely followed by Kijani, the target of all eyes and many cameras. Kijani's public debut was delayed until Saturday because his appearances are limited by the weather, zoo curator Nicole Presley said. The temperature must be at or above 50 degrees.

"At some point, he had to come out," Presley said. She added that Kiki must have felt more comfortable being out in the main area Saturday than in recent weeks because her cub was with her — even if Kijani did persist in using her tail as a toy and often outran her.



In the past, Kiki didn't stay outdoors long "because she wants to get back to the cub," Presley said. Once they crossed the gate, the mother and son wasted no time in wowing their small audience. "He went up on top of the rock within three minutes," Presley said. Many compared the sight to that of Simba from the animated movie "The Lion King."

Kiki and Kijani scampered around for several minutes in the sun. At one point Kijani went down into a moat, where he remained until his mom fished him out. Some observers feared for him when they didn't see him come out for a few minutes, but everything was fine. The show went on for nearly an hour before mother and child settled down to rest on the ground. Presley said the cub usually goes back in at 2 p.m. Many more people could have packed the viewing areas. But Presley said Kanji's debut wasn't publicly announced in advance because it was better not to overwhelm him. Kanji was born Oct. 11. The next time Kijani will come out and play is anyone's guess, but Presley said the gates will open every day at 11 a.m.

Desiree McDougal, 53, got to the zoo as soon as it opened. She had heard from a few people that the golden-brown Kijani would make his first appearance Saturday. "I really literally did plan just to come here," she said. McDougal sat under the bridge about 9:30 a.m. and frequently checked the weather on her phone. Close to 11 a.m., "It was about 49 degrees and they were saying that they were going to get ready," McDougal said. "I thought, 'Oh gosh, are they going to do it? Are they going to do it?'" and they did. It was amazing." McDougal said she would be at the zoo all day doing research to take back to her kindergarten class at Terry Elementary School in Selma. The class is transitioning from learning about Arctic animals to mammals, like Kijani. "Of course, every one of them wanted to go with me," she said. "They know how excited I was."

The class is planning a trip to the zoo in March. McDougal said she was sending pictures of the lion sighting and other places at the zoo to the parents of her students. A baby white rhino born Tuesday was next on her list. But on Saturday, seeing Kijani, whose name in Swahili means warrior, gave McDougal a chance to reflect on things she has seen, and made her think about how the lion cub adds further meaning to the zoo.

"To see something so exciting happening, then you get to see it through ... 5-year-olds' eyes, it's all new again," McDougal said. "This is what our zoo brings to us."

Cresencio Rodriguez-Delgado: 559-441-6304, @cres\_guez

Read more here:

<http://www.fresnobee.com/news/local/article129398954.html#storylink=cpy>

<http://www.fresnobee.com/living/article128913544.html>

## Did Fresno zoo win #cuteanimaltweetoff with its adorable baby rhino?



Fresno Chaffee Zoo FresnoZoo 16h

Ok no one gets to drop the mic before they see the most adorable baby rhino...ever.



#cuteanimaltweetoff



Fresno Chaffee Zoo showed off its newly born rhino as part of the #CuteAnimalTweetoff battle among U.S. zoos and aquariums  
FRESNO CHAFFEE ZOO Special to The Bee

February 1, 2017 BY JODY MURRAY [jmurray@fresnobee.com](mailto:jmurray@fresnobee.com)

It could be the most squee- worthy Twitter battle of all time.

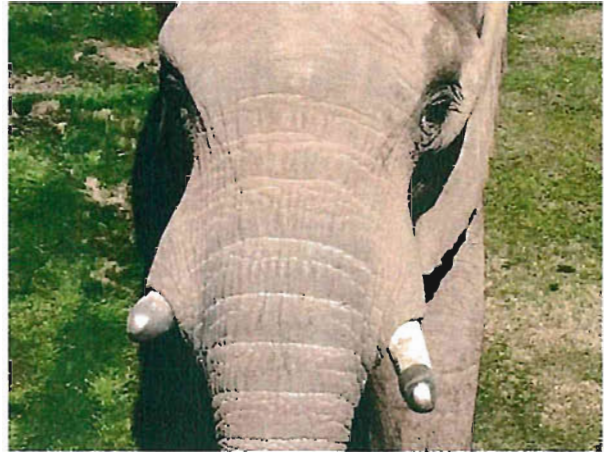
Zoos and aquariums across the nation, including our own Fresno Chaffee Zoo, have been throwing out posts featuring adorable pictures of their furry, fuzzy or feathered residents. It's the #CuteAnimalTweetoff, and it's simply the best ever.

Read more here: <http://www.fresnobee.com/living/article128913544.html#storylink=cpy>

## Elephant bling? For this big fella and his tusks, it's shiny with a purpose



Vernon Presley, Fresno Chaffee Zoo elephant curator, holds a brass cap that has been fit on a plaster mold of a tusk.



Vus'musi was fitted with brass tusk caps to keep him from further damaging his tusks.

The Fresno Bee    MARCH 6, 2017 9:59 AM    BY MARC BENJAMIN    [mbenjamin@fresnobee.com](mailto:mbenjamin@fresnobee.com)

That shiny reflection beaming off Vus'Musi's tusks at Fresno Chaffee Zoo may look like bling, but it has a purpose. Fresno Chaffee Zoo's male African elephant has a reputation for cracking or breaking tusks. He did it at his previous home at San Diego Zoo Safari Park, and it has happened at Chaffee Zoo, too. Until now. In a year of frustrating endeavors to keep Vus'Musi from further tusk torment, zoo officials seized on a solution of special caps. It's been more than six months and, so far, so good.

"He had a history of being tough on his tusks, and he would break them on things," said Vernon Presley, Fresno Chaffee Zoo curator for African elephants and ungulates (mammals with hoofs). He said keepers had to clean out areas where Vus'Musi had broken or cracked his tusks weekly, or more often. "He was damaging the ends of his tusks, and we wanted to make sure he didn't break them off," Presley said.

Elephants use tusks to dig, lift or rub against trees, causing damage to what are essentially external teeth that extend into the upper jawline. Breaks and cracks in tusks can lead to infections, potentially causing serious illness. It's comparable to a human breaking a front tooth and exposing nerves, Presley said.

"It's as if someone grabbed your tooth and yanked it out; you would worry about an infection that could go up into your skull and other parts of the body," Presley said. In San Diego, keepers used a type of medical resin called Technovit to protect Vus'Musi's tusk. But Chaffee wanted a better method. "We wanted more of a permanent solution," Presley said. "We had to replace the Technovit once a week or more than once a week, but we wanted something a little more durable."

Vus'Musi's capped tusks often prompt visitors' questions, said Shane Spears, an elephant zookeeper. "We can explain why the caps are important to their care," Spears said. "It gives us a way to discuss training and expose people to the breadth of elephant care."

### **Breaking the mold**

After speaking to fellow elephant keepers in Indianapolis, Presley supported the idea of covering the tusk with metal. The plan was to make a plaster of Paris mold and then find a foundry to create a stronger material for the outer tusk. He did a Google search and found Fresno Valves and Castings, a Selma-area foundry and irrigation line fitter, and spoke with Sergio Hernandez, the pattern shop supervisor. The company forged a brass tusk cap from the plaster of Paris mold that acts like a crown for human teeth. "I told him we had an unusual request," Presley said, referring to his initial call last July. "But Sergio said he could help us out."

Fresno Valves was recently asked to make a brass engine block for a custom 1939 Harley Davidson motorcycle. So, while an elephant tusk protector was unusual, Hernandez said he was unfazed. "After Vernon described it to me, I said we could try it," he said. "It was a challenge, and we like challenges ... but we never made something like this before." It took two days to pattern and a third day to pour the brass, Hernandez said. The first attempt, using a soft brass, was unsuccessful, and Vus'Musi broke it. Hernandez's crew started again, this time using a harder brass. It worked. Despite all the staff time and materials, Fresno Valves did the work for free, Presley said.

Zoo veterinarians applied adhesive to Vus'Musi's tusk, put the brass cap on and placed "set screws" in tiny holes to ensure the cap stayed attached until the adhesive cured. The first one has held since August. In October, Presley called Hernandez again because Vus'Musi damaged his other tusk and needed a matching shiny front incisor. This time the process was simpler, and Vus'Musi was fitted fairly quickly. Vus'Musi popped it off twice during pachyderm play. The third time, the brass tusk was set and it's been in place since, Presley said.

As an elephant ages, the pulp cavity, where the nerves run and infection can spread, will no longer be a center for infection. But while he's still young, about 13 years old, Vus'Musi has to break his tusk-busting habits, Presley said. "We're hoping for a permanent solution until that (pulp cavity) grows out," he said. Until then "we have the cap to protect chipping and cracking, holding the tusk in place for us."

### **Tusk 9-1-1**

Other zoos have attempted different solutions, using adhesive to fill the cracks or wrapping a tusk for protection. Indianapolis has elephants and walrus fitted with tusk caps similar to Fresno's. The Indianapolis Zoo has been using metallic tusk protection for 20 years after getting help from a nearby dental school. Zoo officials say the metal caps last, on average, about a year, but some have lasted four to six years.

After Vus'Musi's mischief, Presley said, Fresno zoo officials called Indianapolis and inquired about the brass fitting's durability. Indianapolis officials suggested seeking a local foundry, a fortunate turn of events for both zoos. After an elephant in Indianapolis broke his tusk cap last month, Presley got a call asking for his help because Indianapolis Zoo officials were told their foundry had a 45-day wait and infection was an immediate concern.

Hernandez told Presley the business could help. The plaster mold was sent overnight from Indianapolis and was made in a few days at Fresno Valves, then shipped back. Fresno Valves offered the service free but Indianapolis Zoo officials insisted on paying.

Dr. Jeff Proudfoot, a veterinarian at the Indianapolis Zoo, said it cost about \$375, a bargain considering the price of brass. Zoo officials wanted to pay in case they would require the company's services again, he said. "The crown was beautiful and fit nicely," he said.

### **Composite materials**

In 2015, a male elephant at Birmingham Zoo developed an infection that the veterinary staff was unable to treat effectively. The University of Alabama-Birmingham developed a resin used in building airplanes and wrapped it around his tusk. "It stood up well to rubbing his tusk on things," said Kiki Nolen-Schmidt, the zoo's marketing coordinator. But months later, zoo officials noticed the crack in his tusk expanding and decided the best approach was to cut the tusk back. "They have been able to manage the infections, and they did prevent the crack from growing," Nolen-Schmidt said.

Denver Zoo worked with an aerospace engineering firm that uses Kevlar and fiberglass. They had "mixed opinions" about metal caps and wanted something that looked more authentic, said Elizabeth Stringer, a zoo veterinarian. The material was selected because of its resistance to impact and shearing forces from digging and playing. The tusk cap lasted about a year, she said, before requiring replacement. A left tusk cap lasted between six and seven months before falling victim to elephant exuberance, but it was reinforced and has stayed on 15 months since. The second cap was installed 15 months ago and "is still on and still looks good," Stringer said. "We need to try different approaches," she said. "There are so few of these animals in zoos that we have to try new things that have never been done before and learn from each other."

Marc Benjamin: 559-441-6166, @beebebenjamin

Read more here: <http://www.fresnobee.com/news/local/article136714438.html#storylink=cpy>



**From:** Fresno Chaffee Zoo [mailto:marketing@fresnochaffeezoo.org]

**Sent:** Thursday, March 16, 2017 12:39 PM



## White rhino calf needs a name!

There are six potential names for the calf:

- Rudo (love)
- Matimu (history made)
- Sandili (we have increased)
- Khari (like a king)
- Shomari (forceful personality)
- Kirabo (gift)

Guests can vote on their favorite calf name by dropping wood tokens into a set of specially designed, clear collection boxes at Twiga Terrace giraffe feeding station.

Each collection box will have one potential name on it. By dropping their tokens into the device, guests are voting for a particular name. Tokens can be purchased at the main ticket booth or Twiga Terrace for \$1 each.

At the end of the promotion, the name with the most tokens will win! Best of all, all of the money collected from this promotion will be donated to the [International Rhino Foundation](#).

The naming contest began on Tuesday, March 7 and will end on Thursday, March 23.



**Media Advisory**

**FRESNO CHAFFEE ZOO ANNOUNCES PARTNERSHIP  
WITH FAMOUS FRESNO GIRAFFE**

- What:** Partnership Announcement
- Who:** Scott Barton, Director & CEO, Fresno Chaffee Zoo  
Todd Suntrapak, President & CEO, Valley Children's Healthcare
- Where:** Fresno Chaffee Zoo Twiga Terrace  
894 W. Belmont Avenue  
Fresno, CA 93728
- When:** Friday, April 14, 2017 at 10:00 a.m. (Please arrive by 9:30 a.m.)

**Media Contact:**

Ciara Castellanoz

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