



FRESNO COUNTY ZOO AUTHORITY

AGENDA

9:00 AM, Wednesday, September 26, 2018

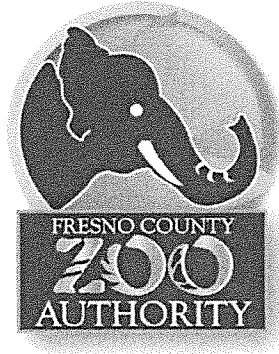
**Fresno County Employees' Retirement Association
7772 N. Palm Ave.
Fresno, CA 93711
(559) 457-0681**

1. Call to Order
2. Adopt Agenda
3. 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.
4. 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 August 29, 2018
 - b. Review and approve payment of County of Fresno Financial Reporting and Audits staff invoice for Professional and Specialized Services in the amount of \$\$6,568.76 for June, July and August 2018
 - c. Receive Treasurer's Report for August 2018
5. Receive Fresno Chaffee Zoo Director's report

6. Receive Fresno's Chaffee Zoo Corporation Financial report for July 2018
7. Approve Fresno's Chaffee Zoo Corporation's request for Measure Z Capital funds totaling \$3,691,710 for design through construction documents for the Asia Exhibit
8. Receive staff reports
9. Confirm previously approved meeting date of Wednesday, November 28, 2018
10. Closed Session, pursuant to California Government Code section 54957(b). Public Employment-Board Coordinator
11. Chair's comments
12. Board Member comments
13. Adjourn

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, Suite A, 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, or visit 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, August 29, 2018

Fresno County Employees' Retirement Association
7772 N. Palm Ave.
Fresno, CA 93711
(559) 457-0681

1. Call to Order

CHAIRMAN MICHELLE ROMAN CALLED THE MEETING TO ORDER AT 9:04 AM. A QUORUM WAS PRESENT, INCLUDING THE CHAIRMAN AND MEMBERS LEE BRAND, GERALD LYLES, KENT STRATFORD, PAUL TOSTE AND RALPH WATERHOUSE. MEMBER PETER HERZOG WAS ABSENT.

00:00:10

2. Adopt Agenda

MEMBER LYLES MOVED TO ADOPT THE AGENDA. SECONDED BY MEMBER TOSTE, THE MOTION PASSED UNANIMOUSLY. MEMBER HERZOG WAS ABSENT.

00:00:43

3. 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.

HELD; NONE RECEIVED.

00:01:02

4. 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 WATERHOUSE MOVED FOR APPROVAL OF THE CONSENT CALENDAR. SECONDED BY MEMBER TOSTE, THE MOTION PASSED UNANIMOUSLY. MEMBER HERZOG WAS ABSENT.

- a. Review and approve minutes of May 30, 2018
- b. Review and approve payment of County of Fresno invoice for Professional and Specialized Services in the amount of \$25,073.68 for May, June, and July 2018
- c. Receive Treasurer's Reports for May, June, the Quarter ended June 30, 2018, and July 2018

00:01:56

5. Receive Fresno's Chaffee Zoo Corporation 2017 Annual Audit from Moore Grider & Company
RECEIVED; DENISE HURST OF MOORE GRIDER & COMPANY PRESENTED THE AUDIT THAT EXPRESSED AN UNMODIFIED OPINION.

00:05:39

6. Receive Fresno Chaffee Zoo Director's report
RECEIVED; DIRECTOR SCOTT BARTON REPORTED:

- **THE ZOO HAD HOSTED 115 MEMBERS OF THE AZA FELID TAXON ADVISORY GROUP IN JULY**
- **NEW TV COMMERCIALS FOR SUMMER AND FALL**
- **ATTENDANCE IS ON PAR WITH LAST YEAR, BUT SLIGHTLY BEHIND BUDGET NUMBERS;**
- **RECORD HEAT IN JULY, BUT WILDERNESS FALLS IS HELPING**
- **PROJECTS UNDER CONSTRUCTION:**
 - **WARTHOG EXHIBIT EXPECTED TO BE COMPLETED IN DECEMBER**
 - **NEW SOUTH CORRIDOR UTILITIES INFRASTRUCTURE PROJECT EXPECTED TO BEGIN ON SEPTEMBER 17 AND COMPLETED IN THREE MONTHS.**
- **PROJECTS IN DESIGN:**
 - **ANIMAL AMBASSADOR BUILDING WILL BE LOCATED NEAR THE CHEETAH EXHIBIT**
 - **ZOOPLEX BUILDING FOR ANIMAL FOOD PREPARATION AND STORAGE, AND STAFF OFFICES, BREAK AND LOCKER ROOMS**
 - **A 270 SPACE PARKING LOT OWNED BY THE ZOOCORP SOUTH OF BELMONT THAT WILL BE USED FOR OVERFLOW ON BUSY DAYS OR FOR STAFF PARKING, AND A PEDESTRIAN CROSSING PLANNED TO BE COMPLETED BY FEBRUARY.**

IN RESPONSE TO MEMBER LYLES' QUESTION REGARDING LOCATING THE LOT IF ENTERING THE PARK FROM OLIVE AVENUE, HE SAID THEY PLAN TO HAVE VERY GOOD DIRECTIONAL SIGNAGE. HE ALSO MENTIONED A POSSIBLE FUTURE LOT, WITH A SHUTTLE FROM NEARBY PROPERTY CURRENTLY USED BY HIGH SPEED RAIL.

IN RESPONSE TO MEMBER TOSTE'S QUESTION REGARDING CHARGING FOR PARKING, HE SAID THERE COULD A MODEST FEE TO COVER COSTS IF THERE WAS TO BE SECURITY STAFF, AND THAT IT IS NOT A MEASURE Z PROJECT.

- **FUNDS WILL BE REQUESTED FOR A CONSERVATION BUILDING FOR THE ZOO TO PROVIDE PARTICIPATION IN LOCAL CONSERVATION ISSUES.**
- **KINGDOMS OF ASIA IS MOVING INTO CONSTRUCTION DESIGN PHASE. IT IS A LARGE PROJECT FOR SEVERAL CURRENT AND NEW SPECIES IN THE EXISTING ASIA AREA AND INTO HALF OF THE OLD GIRAFFE YARD. CONSTRUCTION MAY BEGIN MID-SUMMER 2019.**
- **PARKING HUB OF 260-280 SPACES IN THE FORMER CITY MAINTENANCE YARD IS IN DESIGN. THE ZOO IS PARTNERING WITH THE CITY ON COST. THE ZOO RECEIVES NO REVENUE FROM ROEDING PARKING.**
- **MODERNIZATION OF THE ENTRANCE WITH THE ADDITION OF AN ADMINISTRATIVE OFFICE**
- **AFRICAN RIVER PROJECT WITH HIPPOS AND NILE CROCODILES**

MR. BARTON SAID HE WOULD PROVIDE UPDATES ON PROJECT SCHEDULES AND COSTS. HE ALSO MENTIONED THE SEPTEMBER 14 SAFARI NIGHT ZOO FUNDRAISER AND A NEW ZOO TRAVEL PROGRAM WITH A PLANNED SAFARI TO TANZANIA IN FEBRUARY.

00:18:40

7. Receive Fresno's Chaffee Zoo Corporation Financial report for April, May and June 2018 RECEIVED; ZOO CHIEF FINANCIAL OFFICER RICK TREATCH REPORTED THAT JUNE REVENUE WAS 6.6% AHEAD OF BUDGET, LED BY GIFT SHOP, MEMBERSHIPS AND SPECIAL EVENTS. JULY ATTENDANCE WAS LOW DUE TO TRIPLE DIGIT HEAT ALL MONTH AND POOR AIR QUALITY FROM FOREST FIRES.

00:32:10

8. Approve Fresno's Chaffee Zoo Corporation request for disbursement of funds in the amount of \$30,701.96 for design of the Warthog Exhibit

MR. TREATCH PRESENTED THE REQUEST. IN RESPONSE TO MEMBER TOSTE'S QUESTION ON THE DELAY IN REQUESTING REIMBURSEMENT, HE REVIEWED THE HISTORY OF THE PROJECT, THE ORIGINAL DESIGN BUDGET, PROJECT REVISIONS, AND CONSTRUCTION BIDS THAT DID NOT MEET EXPECTATIONS. MEMBER BRAND MOVED FOR APPROVAL. SECONDED BY MEMBER WATERHOUSE, THE MOTION PASSED UNANIMOUSLY. MEMBER HERZOG WAS ABSENT.

00:27:30

9. Review the recommended amendments to 2014 Fresno County Zoo Authority Conflict of Interest Code and Disclosure Categories, and approve, or provide direction to staff to return with revised draft Conflict of Interest Code for adoption at next scheduled meeting

BOARD COORDINATOR CATHY CROSBY PRESENTED THE ITEM.

MEMBER TOSTE ASKED IF, AS A CONDITION OF PROVIDING FUNDING TO FRESNO'S CHAFFEE ZOO CORPORATION (ZOOCORP), THIS BOARD IS REQUIRED TO HAVE THE SAME LEVEL OF DISCLOSURE AS THE ZOOCORP.

COUNSEL LINDSAY BEAVERS RESPONDED THAT THE ZOOCORP WAS ALSO UPDATING THEIR CODE.

THE CHAIRMAN CONFIRMED THAT ALL BOARDS ARE PARTICIPATING IN THIS UPDATE, AND APPROVAL INDICATES WE ARE ALSO FOLLOWING THE LAW.

MEMBER LYLES EXPRESSED CONCERN WITH INCLUDING THE WORDS "OF THE TYPE" IN DISCLOSURE CATEGORY 3, AND STATED THAT WHILE IT APPLIED TO HIS BUSINESS; IT DOES NOT PROVIDE ANY TYPE TO THE ZOO.

MS. BEAVERS SAID THE WORDS COULD BE TAKEN OUT.

WITH NO FURTHER DISCUSSION, THE CHAIRMAN CALLED FOR A MOTION TO APPROVE THE CODE WITH THAT CHANGE. THE MOTION WAS MADE BY MEMBER WATERHOUSE.

SECONDED BY MEMBER TOSTE, THE MOTION PASSED UNANIMOUSLY. MEMBER HERZOG WAS ABSENT.

THE CHAIRMAN THANKED STAFF FOR THEIR EFFORTS.

00:39:23

10. Receive first draft of 2017-18 Annual Report and provide direction to staff

MS. CROSBY PRESENTED THE ITEM, HIGHLIGHTING SOME OF THE CREATIVE CHANGES TO THE REPORT'S PRESENTATION OF DATA BY GRAPHIC ARTIST GINA BARR, WHO'S WORK WAS PRAISED BY THE CHAIRMAN. UPDATES AND CORRECTIONS WILL BE ADDED TO THE FINAL DRAFT TO BE PRESENTED IN NOVEMBER WITH THE ANNUAL AUDIT.

00:42:32

11. Receive staff reports

MS. CROSBY ASKED FOR THE BOARD'S DIRECTION REGARDING THE DISPOSITION OF THE BOARD'S 9-YEAR OLD LAPTOP. THE CHAIRMAN RECOMMENDED KEEPING IT FOR POSSIBLE USE BY STAFF FOR PRESENTATIONS.

MS. CROSBY ALSO MENTIONED HER ANTICIPATED MARCH 2019 RETIREMENT, AND INTRODUCED HER SUCCESSOR, YUSSEL ZALAPA. THE CHAIRMAN THANKED MS. CROSBY FOR HER YEARS OF SERVICE.

00:46:44

12. Approve next meeting date Dates include:

Wednesday, September 26, 2018

Wednesday, October 31, 2018

Wednesday, November 28, 2018

MR. BARTON REQUESTED THAT THE BOARD MEET IN SEPTEMBER AND NOVEMBER. MS. CROSBY STATED THAT THE ONLY UPCOMING AUTHORITY BUSINESS WAS TO RECEIVE THE AUDIT AND APPROVE THE ANNUAL REPORT IN NOVEMBER.

A MOTION TO CANCEL THE OCTOBER 31 DATE WAS MADE BY MEMBER LYLES. SECONDED BY MEMBER TOSTE, THE MOTION WAS UNANIMOUS. MEMBER HERZOG WAS ABSENT.

00:49:15

13. Chair's comments

CHAIRMAN ROMAN THANKED MEMBERS FOR THEIR TIME.

00:49:25

14. Board Member comments

HELD; NONE RECEIVED.

00:49:37

15. Adjourn

THERE BEING NO FURTHER BUSINESS BEFORE THE BOARD, THE CHAIRMAN ADJOURNED THE MEETING AT 10:53 AM.

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**Fresno County Zoo Authority
Treasurer's Report
Unaudited Cash Basis
For the Month Ended August 31, 2018**

Summary of Measure Z Proceeds		
Tax Proceeds Received:		
-	Measure Z - Sales Tax Proceeds	\$ 928,052.39
	Total Proceeds Received:	\$ 928,052.39
Tax Proceeds Allocated:		
-	Allocation to Zoo Authority Fund (2%)	18,561.05
-	Allocation to Trust Fund for Operations and Capital Projects (98%)	909,491.34
	Total Proceed Allocations	\$ 928,052.39
Cash Balance by Fund		
Zoo Authority Fund	>> Administrative Fund 2%	
	Beginning Cash Balance	\$ 1,576,152.67
Receipts:	- Measure Z Sales Tax Proceeds	18,561.05
Disbursements:	- PeopleSoft Financial Charges	(88.26)
	- Postage Expense	(85.51)
	- ZA Staff Invoice Reimbursement for Professional Services	(4,720.00)
	Net Increase/(Decrease) to Cash	13,667.28
	Ending Cash Balance - Zoo Authority Administrative Fund	\$ 1,589,819.95
Trust Fund for FCZC Operations and Capital Projects 98%		
	Beginning Cash Balance	\$ 38,946,857.64
	>>> Operations Fund	
	Beginning Cash Balance	6,316,242.02
Receipts:	- Measure Z Sales Tax Proceeds	303,163.78
Disbursements:	- FCZC Operations Claim #2018-07	(336,599.66)
	- Wire Fees	(20.00)
	Net Increase/(Decrease) to Cash	(33,455.88)
	Ending Cash Balance - Available for Operations	\$ 6,282,786.14
	>>> Capital Facilities Project Fund	
	Beginning Cash Balance	\$ 32,630,615.62
Receipts:	- Measure Z Sales Tax Proceeds	606,327.56
Disbursements:	- FCZC Capital Claim 2018-09C	(30,701.96)
	Net Increase/(Decrease) to Cash	575,625.60
	Ending Cash Balance - Available for Capital Projects	33,206,241.22
	Ending Balance Available for Operations and Capital Projects	\$ 39,489,027.36
	<i>Total Interest Received During the Month</i>	-

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 1.560 as of June 30, 2018.



Fresno County Zoo Authority

SUMMARY OF MEASURE Z SALES TAX PROCEEDS

	PRIOR FISCAL YEARS			CURRENT FISCAL YEAR			
	2015-2016	2016-2017	2017-2018	2018-19			
	ACTUAL TAX RECEIPTS	ACTUAL TAX RECEIPTS	ACTUAL TAX RECEIPTS	BUDGETED TAX RECEIPTS	ACTUAL TAX RECEIPTS	BUDGET TO ACTUAL VARIANCE	
July	\$ 900,800	\$ 952,000	\$ 1,227,435	\$ 940,108	\$ 1,227,435	\$ 287,327	30.56%
August	1,201,100	1,269,300	1,241,000	1,228,590	928,052	\$ (300,538)	-24.46%
September	1,408,037	1,181,071	1,391,154	1,377,242			
October	911,400	941,400	933,300	951,966			
November	1,215,200	1,255,200	1,244,400	1,231,956			
December	1,306,493	1,188,304	1,452,570	1,408,993			
January	915,800	955,400	951,900	923,343			
February	1,221,000	1,273,900	1,269,200	1,231,124			
March	1,226,517	1,114,146	1,420,604	1,377,986			
April	819,500	855,500	865,400	839,438			
May	1,092,700	1,140,700	1,512,737	1,040,643			
June	1,374,748	1,220,710	1,103,925	1,013,457			
Total	\$ 13,593,295	\$ 13,347,631	\$ 14,613,625	\$ 13,564,846	\$ 2,155,487	\$ (13,211)	-0.10%

TOTAL MEASURE Z PROCEEDS FROM INCEPTION \$ 155,776,432



Fresno County Zoo Authority
Treasurer's Report
Unaudited Cash Basis
For the Month Ended August 31, 2018

Summary of Quarter Four Interest Receipts					
Fund	Subclass	Description	1st Alloc. July	2nd Alloc September	Interest Received
4845	10000	Zoo Authority	658.46		\$ 658.46
4850	10000	FCZC - Operations	2,712.28		\$ 2,712.28
4850	42700	FCZC - CP	13,231.09		\$ 13,231.09
Total			\$ 16,601.83	\$ -	\$ 16,601.83
July to September					



**Fresno County Zoo Authority
Capital Projects Fund Cash Flow
For the Month Ended August 31, 2018**

Cash Balance as of 8/31/2018 \$ 33,206,241

DEDUCTIONS (earmarked projects, FY18-19 expenditures paid through claim 2018-09C):

2019 Warthog Exhibit -May 2018	2,910,405
2019 South Corridor Infrastructure -February 2018	3,024,284
2019 Asian Exhibits - November 2017	20,273
2019 Belmont Basin Relief Line -August 2017	169,275
2019 Animal Nutrition Center -August 2017	785,318
2019 Prgm Animal Holding Facility -June 2017	132,625
2019 Orangutan Exhibit -May 2017	40,087
2019 African River -April 2017	3,552,910
2019 Water Play Area -January 2017	129,702
2019 Dino Dig Expansion -June 2016	154,218
2019 Animal Acquisition -September 2015	35,462

Total Deductions: \$ (10,954,559)

TOTAL: \$ 22,251,682



**Fresno County Zoo Authority
Operations Fund Cash Flow
For the Month Ended August 31, 2018**

Cash Balance as of 8/31/2018 \$ 6,282,786

DEDUCTIONS (Remaining budgets, paid through claim 2018-07):

2019 Animal	1,331,080
2019 Veterinary	205,548
2019 Utilities	118,626
2019 Animal Feed	199,352
2019 Interest/Bank Charges	100

Total Deductions:

\$ (1,854,706)

TOTAL:

\$ 4,428,080



**Fresno County Zoo Authority
Administration Fund Cash Flow
For the Month Ended August 31, 2018**

Cash Balance as of 8/31/2018	\$	1,589,820
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DEDUCTIONS

(FY 18-19 Remaining budgets, paid through claim 01020304-Zoo-06301818):

2019 Telephone Charges	250	
2019 Memberships	500	
2019 Office Expense	6,000	
2019 Postage	914	
2019 PeopleSoft Financials Charges	712	
2019 Professional Services	157,246	
2019 Data Processing Services	1,500	
2019 Publications & Legal Notices	500	
2019 Trans, Travel & Education	2,500	

Total Deductions:	<u>\$</u>	<u>(170,122)</u>
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TOTAL:	<u>\$</u>	<u>1,419,698</u>
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Fresno County Zoo Authority
Administration Fund Cash Flow
For the Month Ended August 31, 2018

Cash Balance as of 8/31/2018 \$ 1,589,820

DEDUCTIONS

(FY 18-19 Remaining budgets, paid through claim 01020304-Zoo-06301818):

2019 Telephone Charges	250
2019 Memberships	500
2019 Office Expense	6,000
2019 Postage	914
2019 PeopleSoft Financials Charges	712
2019 Professional Services	157,246
2019 Data Processing Services	1,500
2019 Publications & Legal Notices	500
2019 Trans, Travel & Education	2,500

Total Deductions: \$ (170,122)

TOTAL: \$ 1,419,698



FY 2018 July Board Financial Report

Discussion of Financial Results YTD as of July 31, 2018

Key Facts & Figures:

- **July YTD attendance of 533,867 was 3.1% less than the YTD budgeted attendance of 550,750, and is 1.5% less than the July 2017 YTD attendance of 542,200.**
- **July YTD self-generated revenue of \$6,338,398 was \$275,845 greater than the YTD budgeted self-generated revenue of \$6,062,553, and was \$886,539 greater than the July 2017 YTD self-generated revenue of \$5,451,859. This increase over 2017 was due primarily to a \$623,466 increase in Admissions Revenue, which can be attributed to the 2018 admission price increase.**
- **July YTD personnel expenses were 0.3% above budget due principally to overtime in Animal, Education, and Visitor Services.**
- **July YTD other expenses were 14.6% under budget due principally to timing and less resources required than budgeted.**
- **July YTD net deficit from operations was \$1,627,498 compared to the budgeted deficit of \$2,432,822. The \$805,324 positive variance was the cumulative effect of the increase in self-generated revenue and underspending of other expenses.**

Discussion of Financial Results YTD as of July 31, 2018

Per Capita Data:

Area	2018	Budget	2017	Capture Rate 2018	Capture Rate 2017
Admissions	\$5.56	\$5.60	\$4.32	N/A	N/A
Concessions	\$0.83	\$0.79	\$0.82	N/A	N/A
Gift Shop	\$0.58	\$0.52	\$0.55	N/A	N/A
Giraffe Feeding	\$0.65	\$0.63	\$0.65	23%	29%
Stingray Bay	\$0.37	\$0.37	\$0.39	31%	43%

Fresno's Chaffee Zoo Corporation

Balance Sheet

July 31, 2018

	July 2018	June 2018
ASSETS		
Current Assets		
Cash	\$1,593,843	\$1,704,582
Short Term Investments	\$0	\$0
Accounts Receivable	\$439,395	\$703,514
Prepaid Expenses	\$89,960	\$96,322
Inventory	\$0	\$0
Total Current Assets	\$2,123,198	\$2,504,417
Other Assets		
Long Term Investments	\$11,180,633	\$11,029,918
Buildings, Equipment, Vehicles, and Furniture (net)	\$2,781,260	\$2,833,312
Exhibits	\$61,568,967	\$61,568,967
Construction in Progress	\$5,370,583	\$5,125,921
Total Other Assets	\$80,901,443	\$80,558,118
TOTAL ASSETS	\$83,024,641	\$83,062,535
 LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable and Accrued Liabilities	\$1,236,691	\$1,394,359
Line of Credit	\$0	\$0
Retention Payable	\$23,405	\$10,000
Total Liabilities	\$1,260,096	\$1,404,360
Net Assets		
Fund Balance-Unrestricted	\$80,405,655	\$80,472,585
Fund Balance-Temporarily Restricted	\$1,297,755	\$1,123,097
Fund Balance-Permanently Restricted	\$61,135	\$62,494
Total Net Assets	\$81,764,545	\$81,658,175
TOTAL LIABILITIES AND NET ASSETS	\$83,024,641	\$83,062,535

Fresno's Chaffee Zoo Corporation

Income Statement

For the Seven Months Ended July 31, 2018

	FY18 Budget	YTD Actual @ 7/31/18	YTD Budget @ 7/31/18	Variance
REVENUE				
Self Generated Income				
Admissions	\$5,138,738	\$2,967,098	\$3,082,943	(3.8)%
Adopt an Animal	\$35,000	\$12,485	\$20,417	(38.8)%
Education	\$441,550	\$341,161	\$257,571	32.5 %
Food Services	\$725,050	\$445,208	\$435,029	2.3 %
Gift Shop	\$477,680	\$312,280	\$286,607	9.0 %
Giraffe Feeding	\$580,040	\$348,485	\$348,025	0.1 %
Grants and Fundraising	\$325,450	\$214,986	\$189,846	13.2 %
Group Event/Facility Rental	\$575,000	\$363,397	\$335,417	8.3 %
Membership	\$1,337,750	\$955,467	\$780,354	22.4 %
Special Events	\$732,850	\$92,755	\$72,000	28.8 %
Stingray Exhibit	\$341,200	\$197,042	\$204,720	(3.8)%
Other Income	\$84,000	\$88,033	\$49,625	77.4 %
Total Self-Generated Revenue	\$10,794,308	\$6,338,398	\$6,062,553	4.6 %
EXPENSES				
Personnel Expenses				
Administration	\$1,103,542	\$577,259	\$630,310	(8.4)%
Animal	\$3,209,916	\$1,875,234	\$1,851,315	1.3 %
Education	\$961,204	\$635,070	\$554,615	14.5 %
Maintenance/Horticulture	\$906,885	\$507,299	\$523,273	(3.1)%
Marketing/Membership/Development/Events	\$805,292	\$465,502	\$464,653	0.2 %
Operations	\$118,234	\$59,642	\$68,221	(12.6)%
Veterinary	\$362,806	\$173,455	\$209,192	(17.1)%
Visitor Services	\$802,357	\$487,024	\$462,960	5.2 %
Total Personnel Expenses	\$8,270,236	\$4,780,484	\$4,764,538	0.3 %

Fresno's Chaffee Zoo Corporation

Income Statement

For the Seven Months Ended July 31, 2018

	FY18 Budget	YTD Actual @ 7/31/18	YTD Budget @ 7/31/18	Variance
Other Expenses				
Advertising	\$388,300	\$124,507	\$226,508	(45.0)%
Animal Services	\$562,000	\$294,787	\$343,039	(14.1)%
Bank and Credit Card Fees	\$185,630	\$134,807	\$108,284	24.5 %
Community Support	\$75,000	\$25,500	\$43,750	(41.7)%
Conservation	\$250,000	\$0	\$145,833	(100.0)%
Contracted Services	\$684,600	\$442,262	\$404,912	9.2 %
Depreciation	\$464,000	\$270,667	\$270,667	0.0 %
Dues and Subscriptions	\$54,100	\$25,329	\$31,616	(19.9)%
Equipment Expense	\$213,975	\$127,176	\$125,652	1.2 %
Event Expense	\$626,045	\$300,154	\$281,411	6.7 %
Fleet Expense	\$39,100	\$14,981	\$22,808	(34.3)%
Food and Catering	\$56,300	\$10,848	\$28,871	(62.4)%
Insurance	\$185,000	\$115,082	\$107,917	6.6 %
Interest Expense	\$12,500	\$7,561	\$7,292	3.7 %
IT	\$127,770	\$47,305	\$76,532	(38.2)%
Mileage, Tolls, and Parking	\$3,340	\$918	\$1,969	(53.4)%
Miscellaneous Business Expenses	\$8,750	\$7,462	\$5,129	45.5 %
Office Supplies	\$32,600	\$10,162	\$19,016	(46.6)%
Postage	\$51,325	\$27,815	\$30,044	(7.4)%
Printing	\$151,825	\$73,750	\$88,473	(16.6)%
Professional Services	\$195,000	\$61,938	\$125,000	(50.5)%
Recognition	\$9,500	\$3,524	\$5,542	(36.4)%
Recruiting	\$10,500	\$6,211	\$6,125	1.4 %
Repairs and Replacements	\$437,470	\$226,207	\$255,199	(11.4)%
Signage	\$28,409	\$15,631	\$17,405	(10.2)%
Specialized Services	\$46,750	\$12,723	\$18,521	(31.3)%

Fresno's Chaffee Zoo Corporation

Income Statement

For the Seven Months Ended July 31, 2018

	FY18 Budget	YTD Actual @ 7/31/18	YTD Budget @ 7/31/18	Variance
Staff Development	\$206,162	\$80,734	\$121,253	(33.4)%
Supplies	\$493,325	\$240,529	\$289,354	(16.9)%
Telephone	\$67,295	\$24,600	\$39,255	(37.3)%
Uniforms	\$40,850	\$19,432	\$23,896	(18.7)%
Utilities	\$790,000	\$424,182	\$452,917	(6.3)%
Other Expense	\$11,398	\$8,629	\$6,649	29.8 %
Total Other Expenses	\$6,508,819	\$3,185,412	\$3,730,837	(14.6)%
Total Expenses	\$14,779,055	\$7,965,896	\$8,495,375	(6.2)%
Net Surplus (Deficit) from Operations	(\$3,984,747)	(\$1,627,498)	(\$2,432,822)	33.1 %
Non Operating Revenue and Expense				
Non Operating Revenue				
Measure Z Operating Income	\$4,442,222	\$2,603,739	\$2,568,442	1.4 %
Measure Z Capital Income	\$0	\$809,685	\$0	0.0 %
Interest Income	\$380,000	\$74,153	\$107,000	(30.7)%
Investment Income	\$0	\$220,487	\$0	0.0 %
Interest Income-Perm	\$0	\$289	\$0	0.0 %
Investment Income-Perm	\$0	\$1,664	\$0	0.0 %
Board Designated Endowment Income	\$10,000	\$8,575	\$0	0.0 %
Total Non Operating Revenue	\$4,832,222	\$3,718,593	\$2,675,442	39.0 %
Non Operating Expense				
Measure Z Depreciation	\$0	\$2,093,000	\$0	0.0 %
Measure Z Bank Fees	\$120	\$160	\$70	128.6 %
Total Non Operating Expense	\$120	\$2,093,160	\$70	0.0 %
Total Non Operating Revenue and Expense	\$4,832,102	\$1,625,433	\$2,675,372	(39.2)%
NET SURPLUS/(DEFICIT)	\$847,355	(\$2,065)	\$242,550	(100.9)%

July 2018

MTD Attendance			
	<u>2018</u>	<u>2017</u>	Increase/ Decrease
Attendance	48,717	56,257	-13%
Paid	25,815	34,019	-24%
Members	16,324	15,977	2%
Group	1,586	1,868	-15%
Other	4,992	4,393	14%
Giraffe Feeding	13,076	16,868	-22%
Capture Rate	27%	30%	-10%
Stingray Bay	16,577	21,317	-22%
Capture Rate	34%	38%	-10%
MTD Revenue			
	<u>2018</u>	<u>2017</u>	Increase/ Decrease
Admissions	\$276,686	\$265,113	4%
Per Cap	\$5.68	\$4.71	21%
Giraffe Feeding	\$37,371	\$44,393	-16%
Per Cap	\$0.77	\$0.79	-3%
Stingray Bay	\$19,767	\$25,996	-24%
Per Cap	\$0.41	\$0.46	-12%
Membership	\$76,848	\$88,023	-13%
Contracted Services			
	<u>2018</u>	<u>2017</u>	Increase/ Decrease
Concessions	\$42,068	\$63,540	-34%
Per Cap	\$0.86	\$1.13	-24%
Gift Shop	\$29,613	\$36,903	-20%
Per Cap	\$0.61	\$0.66	-7%

YTD Attendance							2017 Unaudited	
	<u>2018</u>	<u>2017</u>	Increase/ Decrease		<u>2018</u>	<u>2017</u>	Increase/ Decrease	
Attendance	533,867	542,200	-2%	Attendance	533,867	542,200	-2%	833,114
Paid	259,437	278,802	-7%	Paid	259,437	278,802	-7%	406,567
Members	147,881	138,711	7%	Members	147,881	138,711	7%	212,678
Group	84,483	81,944	3%	Group	84,483	81,944	3%	96,527
Other	42,066	42,743	-2%	Other	42,066	42,743	-2%	117,342
Giraffe Feeding	123,975	156,297	-21%	Giraffe Feeding	123,975	156,297	-21%	223,199
Capture Rate	23%	29%	-19%	Capture Rate	23%	29%	-19%	27%
Stingray Bay	162,956	235,091	-31%	Stingray Bay	162,956	235,091	-31%	287,677
Capture Rate	31%	43%	-30%	Capture Rate	31%	43%	-30%	35%
YTD Revenue								
	<u>2018</u>	<u>2017</u>	Increase/ Decrease		<u>2018</u>	<u>2017</u>	Increase/ Decrease	
Admissions	\$2,967,098	\$2,343,632	27%	Admissions	\$2,967,098	\$2,343,632	27%	\$3,671,049
Per Cap	\$5.56	\$4.32	29%	Per Cap	\$5.56	\$4.32	29%	\$4.41
Giraffe Feeding	\$348,485	\$352,267	-1%	Giraffe Feeding	\$348,485	\$352,267	-1%	\$530,032
Per Cap	\$0.65	\$0.65	0%	Per Cap	\$0.65	\$0.65	0%	\$0.64
Stingray Bay	\$197,042	\$209,826	-6%	Stingray Bay	\$197,042	\$209,826	-6%	\$297,244
Per Cap	\$0.37	\$0.39	-5%	Per Cap	\$0.37	\$0.39	-5%	\$0.36
Membership	\$955,467	\$852,482	12%	Membership	\$955,467	\$852,482	12%	\$1,314,128
Contracted Services								
	<u>2018</u>	<u>2017</u>	Increase/ Decrease		<u>2018</u>	<u>2017</u>	Increase/ Decrease	
Concessions	\$445,208	\$444,491	0%	Concessions	\$445,208	\$444,491	0%	\$675,311
Per Cap	\$0.83	\$0.82	2%	Per Cap	\$0.83	\$0.82	2%	\$0.81
Gift Shop	\$312,280	\$300,575	4%	Gift Shop	\$312,280	\$300,575	4%	\$438,302
Per Cap	\$0.58	\$0.55	6%	Per Cap	\$0.58	\$0.55	6%	\$0.53

Key:	
Equal to or ahead of 2017	
2% or less behind 2017	
More than 2% behind 2017	

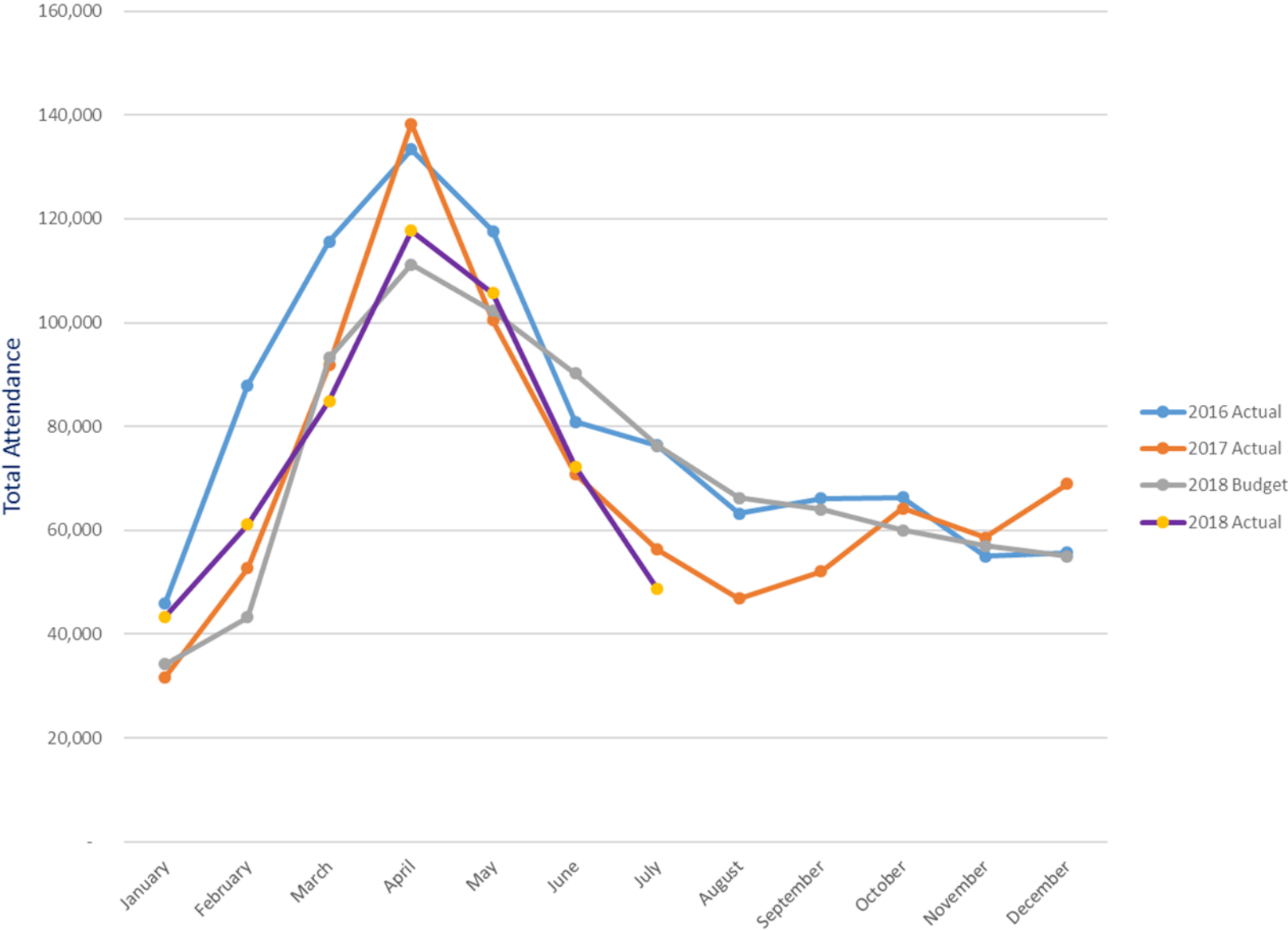
Fresno Chaffee Zoo
SUMMARY OF KEY INDICATORS
July 2018

	July 18 Actuals vs. Budgeted			FY 18 Year-to-Date		
	Actuals	Budgeted	Difference	Actuals	Budgeted	Difference
Attendance	48,717	75,250	(26,533)	533,867	550,750	(16,883)

	July 18 Actuals vs. Budgeted			FY 18 Year-to-Date		
	Actuals	Budgeted	Difference	Actuals	Budgeted	Difference
Revenue	\$667,446	\$743,349	(\$75,903)	\$6,338,398	\$6,062,553	\$275,845
Payroll	\$579,582	\$638,034	(\$58,452)	\$4,780,484	\$4,764,538	\$15,946
Operating Expenses	\$559,749	\$529,047	\$30,702	\$3,185,412	\$3,730,837	(\$545,425)
Net Surplus (Deficit)	(\$471,884)	(\$423,732)	(\$48,152)	(\$1,627,498)	(\$2,432,822)	\$805,324
Measure Z Operating	\$336,610	\$347,335	(\$10,725)	\$2,603,739	\$2,568,442	\$35,297

	FY 18 vs. FY 17 Month-to-Date			FY 18 vs. FY 17 Year-to-Date		
	July-18	July-17	Difference	July-18	July-17	Difference
Attendance	48,717	56,257	(7,540)	533,867	542,200	(8,333)
Revenue	\$667,446	\$664,142	\$3,304	\$6,338,398	\$5,451,859	\$886,539
Payroll	\$579,582	\$617,699	(\$38,117)	\$4,780,484	\$4,346,653	\$433,831
Operating Expenses	\$559,749	\$381,894	\$177,855	\$3,185,412	\$2,851,980	\$333,432
Net Surplus (Deficit)	(\$471,884)	(\$335,451)	(\$136,433)	(\$1,627,498)	(\$1,746,774)	\$119,276
Measure Z Operating	\$336,610	\$362,671	(\$26,061)	\$2,603,739	\$2,635,174	(\$31,435)

Fresno's Chaffee Zoo Monthly Attendance by Year





DATE: September 26, 2018
 TO: Fresno County Zoo Authority Board
 FROM: Rick Treach, Chief Financial Officer
 Fresno's Chaffee Zoo Corporation
 SUBJECT: 2018 Measure Z Capital Request – Asia Exhibit

RECOMMENDED ACTION:

Approve Fresno's Chaffee Zoo Corporation's request of Measure Z Capital funds totaling \$3,691,710 for design through construction documents for the Asia Exhibit.

DISCUSSION:

The Asia Exhibit project is in the center of the original Zoo east of the main entry plaza and extending to the entrance to African Adventure. This large area currently exhibits several Asian species. The scope of the Asian Exhibit project is expected to consist of:

- Demolition select existing facilities and utilities on the project site
- Design new Tiger and Sloth Bear Holding
- Design coordination of renovated existing Tiger/Siamang Holding
- Design Komodo Dragon Holding
- Design Themed Temple Ruins
- Design various habitat linkages/connections including a bridge
- Design multiple Sloth Bear and Tiger Exhibits, a Komodo Dragon Exhibit, and exhibits for other species
- Design a small 30-40 person multi-educational space
- Design visitor and service areas
- Design exhibit water systems and required life support equipment

This proposal includes the fees for CLR Design of Capistrano Beach which include full design services including architecture, landscape architecture, exhibit and cage design, engineering services, and project administration, project management fees for Ryan Liggett Project Management and Consulting, estimated interpretation consulting and design services, and estimated fees for plan checks.

BOARD ACTION: DATE _____ APPROVED AS RECOMMENDED _____ OTHER _____

MOTION _____ SECOND _____ UNANIMOUS _____
 BRAND _____ HERZOG _____ LYLES _____ ROMAN _____ STRATFORD _____ TOSTE _____ WATERHOUSE _____

The Zoo Authority approved \$266,601 for conceptual and schematic design of the Asia Exhibit in November 2017.

The FCZC Board of Directors and Finance Committee approved this request on August 15, 2018.

ATTACHMENTS:

- A. CLR Design contract
- B. Ryan Liggett Project Management and Consulting proposal
- C. Estimated Interpretation Consulting/Design Fees
- D. Estimated Plans and Plan Check/Back Check Fees
- E. Project Budget
- F. Site Plan Illustration

 AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of April in the year Two
Thousand Eighteen
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

and the Architect:
(Name, address and other information)

CLR Design, Inc.
833 Chestnut Street, Suite 909
Philadelphia, PA 19107

for the following Project:
(Name, location and detailed description)

Asia Project

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

See Exhibit A

.2 Substantial Completion date:

See Exhibit A

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5

(Paragraphs deleted)

See Insurance and Indemnity Addendum

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

See Exhibit A for complete list of proposed services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES (Completed)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms

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of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner'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 a Table of Contents for specifications anticipated to be developed during the Construction Documentation phase.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner'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 Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. Owner shall provide Architect with Division 0 and 1 specifications. A draft version shall be provided by the Owner early in the Construction Documents Phase.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any. The primary responsibility for rendering these services remains with the Owner.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

(Paragraphs deleted)

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 3.5.2.3 Depending on the Construction Delivery Method selected by the Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Contract Documents between the Owner and the Contractor.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or within 60 days of Substantial Completion, whichever is earlier.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

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to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and the PM that they reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Any decision to reject Work that does not conform to the Contract Documents shall ultimately rest with the Owner, whose decision shall be implemented by the PM.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests, and any Architect's Supplemental Instructions, shall be made in writing within ten (10) days of a request for information.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that 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 Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within fourteen (14) days of receipt of each submittal.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

(Paragraph deleted)

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct reviews of the Work and coordinate with the PM to determine the date of Final Completion; recommend issuance of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final written Certificate for Payment based on a final review of the Work indicating that the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect shall coordinate with the PM in the preparation of not more than three (3) punch lists to itemize work which needs to be corrected, completed, or addressed by the Contractor.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents. The Architect shall provide to the Owner, within thirty (30) days of the Notice of Completion, a final set of drawings for the Work reflecting the original plans for the Work, as supplemented by any changes approved or directed by the Architect during construction.

§ 3.6.6.5 Prior to the expiration of one (1) year from the date of the Notice of Completion, the Architect shall, without additional compensation, review the Work and conduct a meeting with the Owner and PM to review the facility

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operations and performance, and generate therefrom a written list of items in the Work which need to be corrected and shall deliver said list to the Owner, PM, and Contractor before the end of said first year.

ARTICLE 4 SERVICES

§ 4.1 The Architect shall provide the listed Services only if specifically designated in the table below as the Architect's responsibility.

(Designate the Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility Architect(A), Owner(O), General Contractor (GC) or Not Provided (NP)	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programing	A	
§ 4.1.2 Multiple preliminary desigus	NP	
§ 4.1.3 Measured drawings	A	
§ 4.1.4 Existing facilities surveys	O	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	A	
§ 4.1.8 Landscape design	A	
§ 4.1.9 Architectural Interior Design (B252™-2007)	NP	
<i>(Row deleted)</i>		
§ 4.1.11 Detailed cost estimating	A	
§ 4.1.12 On-site project representation	O	
§ 4.1.13 Conformed construction documents	NP	
<i>(Row deleted)</i>		
§ 4.1.15 As-constructed record drawings	GC	
§ 4.1.16 Post occupancy evaluation	NP	
<i>(Rows deleted)</i>		
§ 4.1.19 Coordination of Owner's consultants	O	
§ 4.1.20 Telecommunications/data design	A	
<i>(Row deleted)</i>		
§ 4.1.22 Commissioning (B211™-2007)	A	For LSS Only
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™-2007)	NP	
§ 4.1.25 Fast-track design services	NP	
<i>(Row deleted)</i>		
§ 4.1.27 Furniture, Finishings, and Equipment Design	O	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Any approval by the Owner for Additional Services must be in writing before the Architect performs such Additional Services or incurs any costs in connection with same.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 The Architect shall provide the following Additional Services as authorized by the Owner:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) review for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) review for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed per paragraph 3.6.1.3, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from

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the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect irrevocably grants to the Owner a royalty-free, nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate, but only as to any Instruments of Service for which Architect has not already been paid by the Owner. The license granted hereunder is assignable or transferable by the Owner to the City of Fresno or to the Owner's successor-in-interest.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraphs deleted)

ARTICLE 8 See Alternative Dispute Resolution Addendum

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ten (10) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ten (10) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ten (10) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Capitalized or defined terms in this Agreement shall have the same meaning as those in the Contract Documents between the Owner and the Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. No photographs, images, or other depictions of the Project shall be disseminated by the Architect until the Owner officially opens the Project to the public.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A

Applicable sales taxes and similar taxes on professional services, if any, are not included in the compensation schedules and shall be in addition to compensation for basic services, additional services, and reimbursable expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit B – Standard Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit B – Standard Hourly Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See Exhibit A

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B – Standard Hourly Rates

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee equal to whatever compensation is then due to the Architect as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be negotiated

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraphs deleted)

§ 11.10.3 Notwithstanding the foregoing, provided that a monthly Application for Payment or invoice is received by the Owner not later than the 20th day of the month, with fees and charges estimated from then until the end of that month, the Owner shall make payment to the Architect not later than the 30th day of the following month. If an Application for Payment or invoice is received by the Owner after the application date fixed above, payments shall be made by the Owner with the following month's Application for Payment or invoice. Monthly payments shall consist of 95% of the billed and approved amount, with 5% of each billed and approved sum being withheld as retention. Retention for each phase of the Agreement set forth in Article 3 and/or Section 11.5 above (e.g. Construction Documents) shall be released to the Architect on or before the 30th day of the month following the successful completion by the Architect of all services for that phase.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – CLR Proposal dated April 13, 2018 as amended by proposal dated July 30, 2018.
Exhibit B - Standard Hourly Rates

This Agreement entered into as of the day and year first written above.

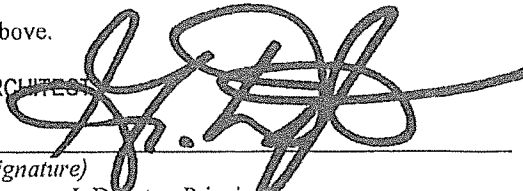
OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)



Gregory J. Dykstra, Principal
(Printed name and title)

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Insurance and Indemnity Addendum

Section 1 - Insurance

1.1 Commencement of Work

The Architect shall not commence work until it has obtained all the insurance required in this Section, and such insurance has been approved by the Project Manager (the "PM") who is retained by the Owner.

1.2 Policies and Coverage

The Architect 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 Architect 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 Architect 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.

Professional Liability Insurance, on a claims made basis as discussed below.

1.3 Verification of Coverage

The Architect shall submit original certificates of insurance and endorsements to the policies of insurance required 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 submitted by the Architect for all coverage. The Owner reserves the right to require the Architect to furnish complete, certified copies of all required insurance policies.

1.4 Insurance Provisions

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

For commercial general liability and automobile policies, the Owner and its officers, employees, representatives, volunteers, and agents are to be covered as additional insureds. For professional liability policies, the Owner shall not be covered as an additional insured.

For any claims related to the work, the Architect's insurance coverage shall be primary insurance as respects all additional insureds. Any insurance or self-insurance maintained by any additional insureds shall be in excess of the Architect's insurance and shall not contribute with it.

Each insurance policy required shall state that coverage shall not be canceled by either the Architect 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 inclusion as additional insured incur liability to the insurance carriers for payment of premiums for such insurance.

For professional liability insurance, Architect shall maintain uninterrupted professional liability coverage for a period of not less than five (5) years after commencement of services by Architect on the Work, with each policy to have full retroactive prior acts coverage to the first date services were performed by Architect on the Work. Architect shall provide annual renewal certificates to Owner and must give thirty (30) days' advance written notice of cancellation, termination, or non-renewal. Architect shall advise the Owner of any erosion of limits on an ongoing basis.

1.5 Amount of Insurance

For all projects, the insurance furnished by Architect under this Section 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.

Professional liability coverage with limits of not less than \$1,000,000 per claim and \$3,000,000 aggregate.

1.6 Acceptability of Insurers

Insurers shall be licensed by the State of Pennsylvania to transact insurance and shall hold a current A.M. Best's rating of not less than "a" or shall be a carrier otherwise acceptable to the Owner.

1.7 Subcontractor's Insurance

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

1.8 Miscellaneous

- a. Any deductible or self-insured retention under any policy of insurance required in this Section shall be Architect's liability.
- b. Acceptance of certificates of insurance or additional insured endorsements by the Owner shall not limit the Architect's liability under the Contract.
- c. In the event the Architect 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 Architect and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Architect.
- d. If the Owner is damaged by the failure of Architect to provide or maintain the required insurance, the Contractor shall pay the Architect for all such damages.
- e. The Architect's obligations to obtain and maintain all required insurance are non-delegable duties under the Contract.

Section 2 – Defense and Indemnification

2.1 No Modification

Nothing herein shall be deemed to alter the insurance provisions in Section 1, above.

2.2 Survival

These provisions shall survive and are enforceable following termination of the Contract for any reason.

2.3 Construction Defect Claims

For purposes of this Section, a "Construction Defect Claim" is a claim which alleges a deficiency in the development, planning, design, supervision, or observation of construction of an improvement to real property related to the Project which is alleged to have caused injury (bodily injury and/or personal injury) to or death of persons (including, but not limited to, any employee of Architect, any subcontractors, sub-subcontractors, or material suppliers, or the Indemnitees [defined below]), loss of, loss of use of, or damage to real or personal property arising out of, or relating in any way, directly or indirectly, to (a) the Architect's Work on the Project and/or (b) Architect's breach or default of its obligations under the Contract, except any claim arising out of the sole negligence or willful misconduct of Owner related to the Contract, the Work, or the Project.

To the fullest extent permitted by Civil Code § 2782.8, Architect shall indemnify and hold Owner, PM, and their members, officers, directors, employees, shareholders, and personnel, (the "Indemnitees") harmless from and against any and all loss, damage, liability, expense, cost (including, without limitation, attorney's fees, litigation or arbitration fees or costs, and expert witness fees and costs), claim, demand, or lien to the extent determined through formal dispute resolution to be arising out of the Architect's Work, to the extent of the fault on the part of Architect. Architect's obligations hereunder shall extend to Construction Defect Claims occurring after the Contract is performed or terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnitees for such matters which are indemnified herein are fully and finally barred by applicable laws.

2.4 Non-Construction Defect Claims

Except for Construction Defect Claims, the treatment of which is as specified above, to the fullest extent permitted by law, Architect agrees to indemnify and hold the Indemnitees harmless from and against any and all loss, damage, liability, expense, cost (including, without limitation, attorney's fees, litigation or arbitration fees or costs, and expert witness fees and costs), claim, demand, or lien arising out of injury (bodily injury and/or personal injury) to or death of persons (including, but not limited to, any employee of Architect, any subcontractors, any sub-subcontractors, or material suppliers, or the Indemnitees), loss of, loss of use of, or damage to real or personal property arising out of, or relating in any way, directly or indirectly, to (i) the Architect's Work on the Project and/or (ii) Architect's breach or default of its obligations under the Contract.

2.5 Miscellaneous

Architect shall include in all agreements with any subcontractors, sub-subcontractors, and material suppliers clauses substantially similar to this Section 2 wherein the subcontractors, sub-subcontractors, and material suppliers agree to indemnify and hold Architect and the Indemnitees harmless under the same terms and conditions as set forth herein.

Alternative Dispute Resolution Addendum

1.0 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement.

2.0 Either party may demand in writing that the other party mediate any Claim. If such a demand is made and the party receiving the demand fails to respond to the demand for mediation within twenty (20) days, then that party waives its right to mediate that Claim and the aggrieved party may proceed directly to binding arbitration. Any party who waives its right to mediate a Claim hereunder shall not be entitled to recover attorney's fees or costs even if that party ends up as the prevailing party in binding arbitration.

3.0 Mediation

3.1 Claims, disputes, or other matters in controversy arising out of or related to the Agreement, except those as waived above, shall be subject to mediation as a condition precedent to binding dispute resolution.

3.2 The parties' Claims shall be resolved by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and submitted to the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.0 Binding Arbitration

4.1 Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and submitted to the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

4.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

4.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

5 Consolidation or Joinder

5.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

5.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

5.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Addendum, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.



EXHIBIT A

EXHIBIT DESIGN • ARCHITECTURE • LANDSCAPE ARCHITECTURE

mark e. beauchamp, asla • gregory j. dykstra, aia • jón stefánsson, asla • gregg b. leicester, asla

April 13, 2018

Mr. Scott Barton, CEO/Director
Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

Sent via email to: SBarton@fresnochaffeezoo.org

**Re: Proposal for Full Design Services - Design Development thru Construction Administration
Fresno Chaffee Zoo Asia Project**

Dear Scott:

CLR Design Inc. (CLR) is pleased to provide you with this proposal for Full Design services for the Asia Project at the Fresno Chaffee Zoo (FCZ). We have prepared this proposal based on the program and concepts defined during the Schematic Design phase. We are in the process of testing and incorporating the comments generated at the last workshop, and subsequent web meeting, and anticipate completion of the final SD report within the next 2 weeks +/- . The scope of work identified in this proposal is for Full Design services, including architecture, landscape architecture, exhibit and caging design, engineering services, and project administration.

1. THE TEAM

CLR has assembled a team of qualified consultants to provide professional services during the Design Development, Construction Documentation, Bidding, and Construction phases.

- *CLR Design Inc.* – Project Management & Administration, Architecture, Landscape Architecture, and Exhibit and Animal Holding Design
- *Yamabe and Horn Engineering* – Civil Engineering
- *Equilibrium Engineers* – Structural Engineering
- *Lawrence Engineering Group* – Mechanical & Plumbing Engineering
- *Hardin-Davidson Engineering* – Electrical Engineering
- *T.A. Maranda Consultants, Inc.* – Life Support System Design
- *Robert Boro Landscape Architect* – Planting and Irrigation Design
- *KPJ Consulting* – Cost Estimating

2. PROJECT DESCRIPTION

The project site is approximately 3ac in size and is located southeast of the existing Zoo entry, south of Sea Lion Cove and west of the Africa Adventure. The existing Asia zone to be redeveloped includes habitats and support facilities for tigers, rhinos, orangutans, otters, and bears. The new concepts for

this project will stitch into this site, preserving mature shade trees wherever possible, and will maintain, and enhance in some cases, the existing facilities for rhinos, orangutans and tigers.

Key program elements:

1. A project area of approximately 3ac including animal habitats, buildings, guest areas and landscape.
2. Tiger Habitats at 16,000 SF +/-
3. Bear Habitats at 16,000 SF +/-
4. Flying Fox and Song Bird Aviaries at 3,200 SF +/-
5. Komodo Dragon Habitat at 2,000 SF +/-
6. Hornbill Aviary at 1,800 SF +/-
7. Approximately 4-5 Animal Support Facilities, likely including HVAC, lighting, plumbing, electrical, interior caging and doors, and outdoor off-exhibit yards
8. Café and Restroom Facility at 750 SF +/-
9. Education Classroom and Event Facility at 1,350 SF +/-
10. Visitor zones including landscape, fencing, hand rails, seating, themed temple ruin elements, pathways, plazas, small view deck at the Hornbill Aviary, demonstration areas, site lighting, and interpretive graphics & signage
11. Coordination with FCZ and FCZ consultants on the renovation to the existing Orangutan Exhibit and existing Tiger Holding Building (NIC)
12. Back of house service areas including fencing and paved zones

Budget:

The total construction budget is anticipated to be approximately \$18M.

3. SCOPE OF WORK

CLR will provide Detailed Design through Construction Administration phase services for the project described above including architecture; landscape architecture; exhibit design; caging design; and coordination of structural engineering; MEP engineering; civil, and life support system engineering. Appropriate drawings, plans, sections, elevations, details, specifications, and narratives will be prepared to illustrate and define these phases of the work.

Key Deliverables

This proposal includes the items listed below:

- Site and architectural drawings to illustrate the vision and character of the project concepts.
- 100% Design Development Documents for the site, building, and engineering systems.
- 50% Construction Document Milestone Set for Owner review and cost checking.
- 100% Construction/Bid Documents and Specifications.
- CAD (Revit) building model(s) for architectural plans, sections, elevations and details.
- Large format rendered prints of key plans and illustrations.
- Color and sample boards for exterior and interior finishes.
- Cost Estimates at 100% DD, 50% CD and 90% CD.
- Electronic copies of items noted above.

4. PROJECT SCHEDULE

We are currently wrapping up the Schematic Design phase and anticipate DD start-up in late April/early May. The proposed schedule is as follows:

Design Development Phase: May 2018 – August 2018 (4 months +/-)
Construction Documentation Phase: September 2018 – January 2019 (5 months +/-)
Bidding/Permitting: January 2019 – April/May 2019 (4 months, to be confirmed)
Construction: May 2019 – June 2020 (12 months +/-)
Animal Introductions and LSS Start-up: July 2020 – August 2020 (2 months +/-)
Project Completion: Fall 2020

Workshops & Construction Phase Site Visits

We (CLR) anticipate on-site workshops at the Zoo every 6 weeks +/- for the duration of design. The workshops will likely be 2-day, 2-night trips with 1-3 staff depending on the phase of work. During construction we (CLR) anticipate the need for site visits every 4-6 weeks. These trips will likely be 1-day, 1-night trips, with 1-2 staff from CLR's CA office. The exact frequency and timing of construction site visits for CLR and the team of engineers will be determined based on ongoing construction activities.

5. COMPENSATION

CLR will carry out the work described here for a **Lump Sum Professional Fee of Two Million One Hundred Forty-Six Thousand Dollars (\$2,146,000)**. Invoices are prepared monthly based upon work completed (% complete) and are due upon receipt.

Fee Breakdown:

<u>Phase</u>	<u>Amount</u>	<u>Workshops/Notes</u>
Design Development	\$ 607,550	3-4 design workshops
Construction Documentation	\$ 899,100	4-5 design/coordination workshops
Bidding & Permitting	\$ 108,080	1-2 on-site coordination meeting(s)
Construction Administration	\$ 519,270	Site observation visits every 4-6 weeks
LSS Commissioning	\$ 12,000	2 trips by TAM
Total Fees	\$2,146,000	

Reimbursable expenses are in addition to the Professional Fee and represent the cost of travel, reproduction, scanning, mailing/shipping and long distance communication. Reimbursable expenses are billed as incurred at cost and are estimated to be **Ninety-Seven Thousand Five Hundred Dollars (\$97,500)**. This is not an upset limit.

6. ASSUMPTIONS

- A. In the event that subsequent Zoo directives alter the anticipated scope of work, CLR reserves the right to modify this Proposal.

- B. Travel Assumptions: CLR books the lowest available airfare. Meetings ideally need to be scheduled 14-21 days in advance in order to purchase tickets at the lowest possible rate. CLR staff from the CA office will likely drive most trips. Subsistence includes meals and miscellaneous expenses such as airport parking, car rental, fuel, mileage, etc.

- C. This proposal does not include services related specifically to LEED® certification, however CLR assumes that “green” strategies to optimize energy performance, reduce building heating/cooling loads, minimize water usage, etc. will be considered for this project.
- D. The following engineering/sub-consultant services are included in this proposal:
- Civil, Structural, Mechanical & Plumbing, Electrical, LSS Design, Planting & Irrigation Design, Cost Estimating.
- E. The following (but not limited to) engineering/sub-consultant services are excluded from this proposal, but can be submitted upon request:
- Site utility and topographic survey (Zoo has provided)
 - Geotechnical engineering
 - Interpretive and graphic design services or fabrication
- F. No interpretive or graphic design services are included in this proposal. This proposal assumes that CLR will provide coordination with the Interpretive Designer contracted directly with the Owner. If desired, CLR can solicit proposals from an Interpretive Designer and forward an additional service proposal to the Zoo.
- G. No specialty interior design services are included in this proposal (i.e. selection of fabrics, wall coverings, curtains, decorations, furniture, office desk partitions, etc.).
- H. Hazardous materials review or mitigation is not included. Zoo shall provide any necessary services and/or reports for hazardous substances discovery, testing, monitoring, clean-up or neutralization of pollutants, mold, mildew, asbestos, lead paint, etc.
- I. The preparation of a highly detailed presentation model is not included in this proposal. CLR can provide a presentation model as an additional service, upon request.
- J. The construction document package will be prepared based upon a single prime general contractor package. Should multiple bid packages and increased project administration be required, an additional fee may be required.
- K. Alternate bids that are easily incorporated into the project scope are included in this work. Alternate bids that require extensive work on the behalf of the design team will be provided as an additional service.
- L. CLR anticipates utilizing the thirty-two (32) division specification system.
- M. CLR assumes the Contractor will provide special inspections and testing services required by local agencies.

- N. It is assumed that FCZ will print and distribute Bid Documents at their own expense, or the expense shall be covered by bidders.
- O. CLR assumes the Zoo will provide a Project Manager who will be CLR's primary contact, and will participate, represent, and coordinate the project with the Zoo in a timely manner including workshop and staff coordination.
- P. We anticipate utilizing the AIA Document B101-2007 Standard Form of Agreement between Owner and Architect, as our contract. This letter will be attached to that document and will become part of the Agreement.

We trust this proposal reflects your understanding of the desired work to be completed by the CLR Team. Please review this proposal and if you have any questions, do not hesitate to call. If this proposal is acceptable to you, please execute one copy and return it to CLR for our files. The receipt of this signed proposal will be our formal notice to proceed. We look forward to continuing our work with you on this exciting project.

Sincerely,



Gregg Leicester, ASLA
Principal

Accepted By:

Fresno Chaffee Zoo

Date

cc: Greg Dykstra, Principal, CLR
Karen Marshall, Business Manager, CLR



D E S I G N

EXHIBIT DESIGN • ARCHITECTURE • LANDSCAPE ARCHITECTURE

mark e. beauchamp, asla • gregory j. dykstra, aia • jón stefánsson, asla • gregg b. leicester, asla

July 30, 2018

Mr. Scott Barton, CEO/Director
Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

Sent via email to: SBarton@fresnochaffeezoo.org

Re: Amended Proposal for Full Design Services - Design Development thru Construction Administration - Fresno Chaffee Zoo Asia Project

Dear Scott:

CLR Design Inc. (CLR) is pleased to provide you with this amended proposal for Full Design services for the Asia Project at the Fresno Chaffee Zoo (FCZ). Based on our recent discussions, we propose the following modifications to our original Full Services proposal dated and issued April 13, 2018:

- The project program will be modified to include a new 20,000 gallon +/- freshwater habitat for Tomistoma, small 3"-4" Asian fish, and turtles. This habitat will replace the Flying Fox aviary in the program. Underwater viewing is desired.
- Construction Budget: Anticipated to be approximately \$22M including the gharial habitat noted above.
- Fees: **Total Lump Sum Professional Fee is \$2,546,000.** This includes full design services, including Design Development, Construction Documentation, Permitting & Bidding, Construction Administration and LSS Start-up Services.
- Reimbursable Expenses: Estimated to be \$112,500. Reimbursable expenses are in addition to the Professional Fee and represent the cost of travel, reproduction, scanning, mailing/shipping and long-distance communication. Reimbursable expenses are billed as incurred at cost.
- Project Team modification: Alan Mok Engineering will provide Civil Engineering services.
- Schedule: CLR and Team will work with FCZ to follow the design durations identified in our 4/13/2018 proposal. We are currently at approximately 50% Design Development for the original program items and will work closely with the FCZ team to develop the new gharial concept to align with the rest of the project scope and schedule.

We trust this proposal reflects your understanding of the desired work to be completed by the CLR Team. Please review this proposal and if you have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'GL', followed by a long horizontal line extending to the right.

Gregg Leicester, ASLA
Principal

cc: Greg Dykstra, Principal, CLR
Karen Marshall, Business Manager, CLR



DESIGN

EXHIBIT B

EXHIBIT DESIGN • ARCHITECTURE • LANDSCAPE ARCHITECTURE

Standard Hourly Billing
Rate Schedule

<u>Classification</u>	<u>Hourly Billing Rate (US Dollars)</u>
Senior Principal	\$255.00
Principal	\$250.00
Landscape Architect – Level 5	\$190.00
Landscape Architect – Level 4	\$150.00
Landscape Architect – Level 3	\$125.00
Landscape Architect – Level 2	\$105.00
Landscape Architect – Level 1	\$ 85.00
Architect – Level 5	\$190.00
Architect – Level 4	\$150.00
Architect – Level 3	\$125.00
Architect – Level 2	\$105.00
Architect – Level 1	\$ 85.00
Senior Graphic Designer	\$140.00
Graphic Designer	\$ 90.00
Technical Support	\$ 80.00

<u>Reimbursable Expenses</u>	<u>Rate</u>
Printing, Reproduction, Postage & Long Distance Communication	cost
Travel and Subsistence	cost

The rates stated above represent current billing rates. CLR reserves the right to modify these hourly rates to reflect increases resulting from annual salary reviews.

CLR Design, Inc., 03/01/18



6555 N. El Capitan, Fresno, CA 93722
(559) 360-0107; ryan@ryanliggettconsulting.com

July 13, 2018

Scott Barton
Executive Director, Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

Dear Scott,

I have reviewed the scope of the Fresno Chaffee Zoo Asia Project and I propose that the Project Management estimated fees for the design phase are \$72,500. This is subject to retention per the Fresno Chaffee Zoo construction policy.

I look forward to working with you and please let me know if you have any questions or need any additional information.

Sincerely,

Ryan Liggett

Rick Treach

From: Scott Barton
Sent: Monday, July 30, 2018 3:04 PM
To: Rick Treach
Cc: Dean Watanabe; Amos Morris; Ryan Liggett; Steven Gonzales-Warkentin
Subject: Asia Interpretation

I just spoke with Gregg from CLR, he said the rule of thumb is that the interpretation for a project is 3% of the construction cost. That means that if Asia is \$ 22,000,000 (the current working number), interpretation will be \$ 660,000 in addition to that. Interpretation consultation (Main Street, Ecos, etc.) is between 32 – 40 % of interpretation construction. Taking the middle ground (36%), interpretation design and consulting will be \$237,600 for Asia. We should add that to CLR's design fees in our request.

The total interpretation cost for Asia (consulting, design and construction) will be \$ 897,600, but the \$ 660,000 will be part of our construction request.

Let me know if you have any questions.

Scott

*Scott Barton
Executive Director
Fresno Chaffee Zoo*



Fresno Chaffee Zoo inspires wonder of our natural world, provides an engaging learning environment, and creates a passion for conservation.

Fresno Chaffee Zoo is accredited by the Association of Zoos and Aquariums (AZA). AZA accredited facilities are dedicated to providing excellent care for animals, a great experience for you, and a better future for all living things.

Rick Treach

From: Ryan Liggett <ryan@ryanliggettconsulting.com>
Sent: Wednesday, July 18, 2018 10:35 AM
To: Rick Treach
Cc: Karin Oliver; Austin Arakelian
Subject: Re: Plan & Plan check cost to get Asia to Bid

From Akan Mok

Ryan

I cannot find anything official. The city usually charges 3% for inspection but I think for a big job they will charge less. You can put in \$500,000 as place holder.

Ryan Liggett
(559) 360-0107
ryan@ryanliggettconsulting.com



On Jul 17, 2018, at 1:58 PM, Rick Treach <RTreach@fresnochaffeezoo.org> wrote:

Do we have any idea what these costs might be?

*Dr. Rick Treach, Ed. D., CPA, CGMA
Chief Financial Officer
Fresno Chaffee Zoo*

<image003.jpg>

894 W. Belmont Ave.
Fresno, CA 93728
Direct Line (559) 498-5916
Main Line (559) 498-5910
Fax Line (559) 485-5046
RTreach@fresnochaffeezoo.org
www.fresnochaffeezoo.org

"Fresno Chaffee Zoo inspires wonder of our natural world, provides an engaging learning environment, and creates a passion for conservation"

This e-mail and any files or document(s) transmitted with it are the property of Fresno Chaffee Zoo, are confidential and privileged, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at 559-498-5953 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. Thank you for your cooperation.

FRESNO'S CHAFFEE ZOO CORPORATION
Asia Exhibit
Design through Construction Documents Budget

CLR Design	\$ 2,546,000.00
Ryan Liggett Project Management and Consulting	72,500.00
Interpretation Design	* 237,600.00
Plans and Plan Check/Back Check	* 500,000.00
	<hr/>
Total Hard Costs	\$ 3,356,100.00
Contingency 10%	\$ 335,610.00
	<hr/>
Total Costs	\$ 3,691,710.00
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* Estimate

ILLUSTRATIVE SITE PLAN



SITE PLAN LEGEND

- Visitor Amenity
- Admin / Support
- Education Building
- Habitat Space
- Animal Holding
- Keeper Space
- Demo Area
- Off-Exhibit Yard
- Chute/Trails
- Shelter Overhang
- Visitor Path
- Service Path

PROGRAM

Sloth Bear Habitat A	13,250 SF
Sloth Bear Habitat B	4,000 SF
Tiger Habitat A	8,300 SF
Tiger Habitat B	7,400 SF
Flying Fox Aviary	2,200 SF
Song Bird Aviary	700 SF
Komodo Habitat	1,800 SF
Existing Orangutan Habitat	4,500 SF
Existing Australian Aviary	3,000 SF
Existing Rhino Habitat	8,500 SF
New Tiger Holding Building	1,213 SF
Sloth Bear Holding Building	1,790 SF
Flying Fox / Song Bird Hold. Building	238 SF
Komodo Holding Building	620 SF
Existing Orangutan	3,100 SF
Existing Tiger Holding Building	1,580 SF
Existing Rhino Holding Building	3,395 SF
Café & Restroom Building	900 SF
Education/Multi-purpose Building	1,659 SF



2018 Zoo Authority Adopted Meeting Calendar

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13*	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
*2/13 Special Meeting																				
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5					1	2	
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					
Holidays and Observances																				
Jan 1	New Year's Day						April 1	Easter Sunday						Nov 12	Veterans Day, observed					
Jan 15	Martin Luther King Day						May 28	Memorial Day						Nov 22	Thanksgiving Day					
Feb 19	Presidents' Day						July 4	Independence Day						Nov 23	County Holiday					
Mar 30	Cesar Chavez Day, observed						Sept 3	Labor Day						Dec 25	Christmas Day					



2220 Tulare Street • 6th Floor • Fresno, CA 93721
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FRESNO COUNTY ZOO AUTHORITY

CONFLICT OF INTEREST CODE

Amended August 29, 2018

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BEFORE THE FRESNO COUNTY ZOO AUTHORITY
FRESNO COUNTY, CALIFORNIA

In the matter of) No. 2018-1
Amendment of Standard Conflict of)
Interest Code.)
_____)

Whereas, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

Now therefore be it resolved, that the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict of interest code of the Fresno County Zoo Authority (Authority).

The Form 700s for designated positions, other than the Members of the Authority Board and Alternates and Chairman shall be filed with the Authority. Authority Board Members and Alternates and Chairman are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system.

If the Form 700s are not filed electronically, the paper Form 700 and waiver shall

1 be filed with the Authority, and upon receipt of these paper Form 700s with waivers, the
2 Authority shall make and retain a copy and forward the original to the Clerk of the Board of
3 Supervisors.

4 The Authority shall retain a copy of all electronically filed Form 700s, a copy of all
5 paper Form 700s with waivers and the original Form 700s of designated positions and shall
6 make the Form 700s available for public review, inspection, and reproduction. (Gov. Code
7 section 81008.)

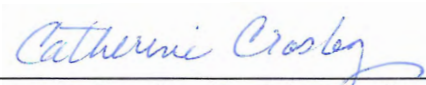
8 The provisions of all Conflict of Interest Codes and amendments thereto
9 previously adopted by the Agency are hereby superseded.

10 Adopted at a meeting of the Fresno County Zoo Authority, held on the 29th day
11 of August 2018, by the following vote, to wit:

- 12 Ayes: Brand, Lyles, Roman, Stratford, Toste, Waterhouse
13 Noes: None
14 Absent: Herzog
15

16
17 
18 _____
Michelle Roman 2018 Chairman

19
20 Attest:

21 
22 _____
Catherine Crosby, Board Coordinator

23
24
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1 **Fresno County Zoo Authority**

2 **Conflict of Interest Code**

3 **APPENDIX A**

4 Public Officials Who Manage Public Investments

5 It has been determined that positions listed below manage public investments *and will file a statement of*
6 *economic interests pursuant to Government Code Section 87200.* These positions are listed for
informational purposes only: None

7 Designated Positions

Category

8 Chairman	2,3,4,5,6
9 Members and Alternates of the Board	2,3,4,5,6
10 Administrator	2,3,4,5,6
11 Coordinator	2,3,4,5,6
12 Staff Counsel	2,3,4,5,6
13 Staff Treasurer	2,3,4,5,6
14 Consultants	*

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16
17 *Consultants/New Positions are included in the list of designated positions and
18 shall disclose pursuant to the disclosure requirements in this code subject to the following
limitation:

19 The Chairman or his/her designee may determine in writing that a particular
20 consultant or new position, although a "designated position," is hired to perform a range of
21 duties that is limited in scope and thus is not required to comply fully with the disclosure
22 requirements in this section. Such written determination shall include a description of the
23 consultant's or new position's duties and, based upon that description, a statement of the
24 extent of disclosure requirements. The Chairman or his/her designee's determination is a
25 public record and shall be retained for public inspection in the same manner and location
26 as this conflict-of-interest code. (Gov. Code Sec. 81008.)
27
28

1 **Fresno County Zoo Authority**

2 **Conflict of Interest Code**

3 **APPENDIX B**

4 **Disclosure Categories**

5 Individuals holding designated positions must report their interests according to their
6 assigned disclosure category(ies).

7 Disclosure Category 1

8 Interests in real property located within two (2) miles of any land owned or leased
9 by Fresno's Chaffee Zoo Corporation; and investments and business positions in
business entities, and income, including loans, gifts, and travel payments, from all
sources.

10 Disclosure Category 2

11 Interests in real property located within two (2) miles of any real property owned or leased
12 by Fresno's Chaffee Zoo Corporation.

13 Disclosure Category 3

14 Investments and business positions in business entities, and income, including loans,
15 gifts, and travel payments, from sources that provide services, supplies, materials,
16 machinery, or equipment utilized by Fresno's Chaffee Zoo Corporation.

17 Disclosure Category 4

18 Investments and business positions in business entities, and income, including loans,
19 gifts, and travel payments, from sources that provide services, supplies, materials,
20 machinery, or equipment of the type utilized by the Authority.

21 Disclosure Category 5

22 Investments and business positions in business entities, and income, including loans,
23 gifts, and travel payments, from sources that filed a claim against Fresno's Chaffee Zoo
24 Corporation, or the Authority during the previous two years, or have a claim pending.

25 Disclosure Category 6

26 Investments and business positions in business entities, and income, including loans,
27 gifts, and travel payments, from sources of the type to request an entitlement to use
28 property or facilities owned or leased by Fresno's Chaffee Zoo Corporation.

DRAFT

Finance Committee Meeting Minutes

August, 15, 2018

Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

The meeting of the Fresno Chaffee Zoo's Finance Committee convened on August 15, 2018 at 4:07 PM at 894 West Belmont Avenue, Fresno, California. The meeting minutes were prepared in the order items were presented during the meeting.

Members Present: Kyle Kirkland – Committee Chair
 Ms. Julie Vance
 Mr. Ed Gonzalez
 Mr. Tom Richards
 Mr. K.C. Chen

Advisors Present: Mr. Scott Barton – CEO
 Dr. Rick Treach – CFO

FCZC Staff Present: Mr. Amos Morris – COO
 Ms. Laura Martina – Chief HR Officer
 Mr. Steven Gonzales-Warkentin – Executive Assistant

Guests Present: Mr. Chris Comstock – Client Advisor Regency Investments
 Mr. Judson Myers – Chief Investment Officer Regency Investments

Agenda Item #2: Chair Update

Director Kirkland stated that he did not have anything to report beyond the current agenda items.

Agenda Item #3: June Meeting Minutes

The Finance Committee voted to approve the draft minutes. Director Gonzalez moved for approval and Director Chen seconded. The motion was approved (5-0).

Agenda Item #4: South Corridor Infrastructure Project

CEO Barton stated that the project will update the utility infrastructure within the older sections of the Zoo. Due to medical issue with a sub-contractor, the general contractor asked to be relieved of the project. Mr. Barton recommended the Zoo proceed with Ryan Liggett Project Management & Consulting overseeing the project.

A second motion was made by Director Price to authorize Ryan Liggett Project Management and Consulting to oversee the South Corridor Infrastructure Project and was seconded by director Vance. The motion was approved (9-0).

Agenda Item #8: Bird Show Transition

CEO Barton informed the Board of the zoo's desire to purchase the Winged Wonders Bird Show from Ross Laird, who plans to retire in the near future. The contract is almost finalized and will be presented to the Board at a future meeting.

Agenda Item #9: COI Code Amendment

Mr. Larsen updated the Board on the recent changes made by the County to its wording of the Conflicts of Interest Code. Proposed changes have been made to language and formatting, and also additional management employees have been added. Mr. Larsen requested approval of the changes which would then be sent to the County for review and approval.

Director Price motioned to approve the changes and Director Phillips seconded. The motion was approved (9-0).

Agenda Item #10: Post Service Bar Policy

CEO Barton discussed the request previously made by Director Price that exiting Board Members must wait one year before they are able to work on any project for the zoo.

Director Price motioned to approve and Director Saladino seconded. The motion was approved (9-0).

Agenda Item #11 (New Business) and #12 (Old Business)

Chairman Richards then asked if anyone had any new or old business for consideration. Hearing none, he adjourned the meeting at 6:46 PM.

DRAFT

Fresno Chaffee Zoo Board of Directors Meeting Minutes

August 15, 2018

Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

The meeting of the Fresno Chaffee Zoo Corporation's Board of Directors convened on August 15, 2018 at 6:12 PM at 894 West Belmont Avenue, Fresno, California. The meeting minutes were prepared in the order items were presented during the meeting.

Members Present: Mr. Tom Richards – Chairman
Mr. Craig Saladino – Vice Chairman
Mr. Ken Price – Secretary
Mr. Kyle Kirkland – Treasurer
Ms. Chelsea Cates
Dr. Emy Lopez Phillips
Mr. Ed Gonzalez
Mr. Babatunde Ilori
Ms. Julie Vance

Advisors Present: Ms. Dorothy Fortune – Docent President
Mr. Doug Larsen

FCZC Staff Present: Mr. Scott Barton – CEO
Mr. Amos Morris – COO
Dr. Rick Treach - CFO
Ms. Laura Martina – Chief Human Resources Officer
Ms. Lisa Condoian – Zoo Operations Manager
Mr. Steven Gonzales-Warkentin – Executive Assistant

Agenda Item #1: Tour of Sea Lion Cove

All those present received an educational overview of the Sea Lion Cove area prior to the start of the meeting.

Agent Item #2: June Meeting Minutes

The Board of Directors voted to approve the draft minutes. Director Kirkland moved for approval and Director Saladino seconded. The motion was approved (9-0).

Agenda Item #3: Chair Update

Director Richards stated that he did not have anything to report beyond the current agenda items.

Agenda Item #4: CEO Update

CEO Barton informed the board of events happening at the zoo such as the feasibility study (strategy for philanthropy), the upcoming shipment of Rudo the rhino to Tulsa to prepare for the upcoming white rhino birth, and the annual fundraiser, Safari Night which will take place on September 14, 2018.

Agenda Item #5: 2018 June Financials

Dr. Treatch reported that July's attendance has been the lowest reported since 2013 due to an extended period of hot days and poor air quality. September through December are expected to be strong months due to an increase in special events. Self-generated revenue is up with strong performances reported by the gift shops, events and membership.

Chairman Richards asked for a motion to accept the financial report. Director Vance moved for approval and Director Gonzalez seconded. The motion was approved (9-0).

Agenda Item #6: Asian Exhibit Design

Mr. Barton requested the Board approve forward in requesting Measure Z Capital funds from the Zoo Authority in the amount of \$3,691,710 for preparation for design and construction documents for the Asia Exhibit.

Chairman Richards asked for a motion to approve. Director Price moved for approval and Director Phillips seconded. The motion was approved (9-0).

Agenda Item #7: South Corridor Infrastructure Project

CEO Barton reported that the General Contractor informed the Fresno Chaffee Zoo that it is incapable of performing its work as presented in the response to our Request for Proposal. Mr. Barton also reminded the Board Members this was the only Proposal received. Chairman Richards noted that the General Contractor above failed to deliver the required performance bond.

The request was made by Mr. Barton to approve Fresno Chaffee Zoo to proceed as a multiprime with Ryan Liggett Project Management & Consulting serving as Project Manager responsible for construction oversight and cost containment. Progress will be reported to the Board with specific emphasis on costs not to exceed the amount approved by this Board and the Zoo Authority Board.

Chairman Richards informed the Board that this item was discussed during the Finance Committee Meeting held earlier. The Finance Committee requested that construction capital projects be brought to the Finance Committee for review prior to presenting to the Board.

Director Gonzales made a motion that the zoo have an internal protocol that requires staff to verify the bond for anyone that has intention to bid. Work would not start until bond is in place. The motion was seconded by Director Saladino. The motion was approved (9-0).

Agenda Item #8: Temporary Restricted Funds

Dr. Treach presented a list of restricted funds, including monies received from donors with restrictions.

Agenda Item #9: Bird Show Contract

CEO Barton informed the Committee of efforts to provide continuity of the Winged Wonders Bird Show with long-time operator Ross Laird's anticipated retirement. Mr. Barton stated that the current best option was for the Zoo to purchase the show for approximately one year's worth of revenue and recruit and train new staffers to present the show with Mr. Laird's help and consultation. Mr. Barton stated that contract was under review with some discussion on the terms of indemnification.

Director Richards stated that he did not believe approval of the actual contract is necessary, just action on the amount to be paid to Mr. Laird. No action was taken at this time.

Agenda Item #10 (New Business) and #11 (Old Business)

Mr. Kirkland then asked if anyone had any new or old business for consideration. Hearing none, he adjourned the meeting at 5:14 PM.

Fresno's Chaffee Zoo Corporation
Agenda for the Meeting of the Board of Directors
Thursday, September 20, 2018 at 5:30 PM
Fresno Chaffee Zoo Simba Classroom

Public Comment

This time is set aside for the public to comment on any item not appearing on the agenda, within the jurisdiction of the FCZC Board. Items presented under public comment may not be discussed or acted upon by the FCZC Board at this time. For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the FCZC Board. Any person addressing the FCZC Board under public comment will be limited to a two-minute presentation to ensure that all interested parties have an opportunity to speak. Please state your name.

Agenda

Item	Responsible party	Status	Estimated Duration
1. Educational Tour – Hospital	S. Barton	Information	45 minutes
2. Roll Call	--	Information	02 minutes
3. Chair Update	T. Richards	Information	05 minutes
4. CEO Update	S. Barton	Information	05 minutes
5. Receive, review and approve minutes from August 15, 2018 Board Meeting	T. Richards	Approve	03 minutes
6. Receive Biennial Employee Engagement Survey Report Out	K. Lundby	Information	15 minutes
7. Receive, review and approve July Financial Report	R. Treach	Approve	10 minutes
8. Receive, review and approve Belmont Basin Relief Line – Change in Scope	S. Barton	Approve	05 minutes
9. Receive, review and approve Winged Wonders Bird Show contract funding	S. Barton	Approve	10 minutes
10. Receive, review and approve ZooPlex – cost of Change of Scope	R. Treach	Approve	10 minutes
11. Receive, review and approve Updated cost of Asia Project	R. Treach	Approve	10 minutes
12. Receive, review and approve to proceed with warranty work for African thatch replacement contingent on receipt of \$200,000 warranty check from manufacturer	R. Treach	Approve	10 minutes
13. New Business	--	Information	05 minutes
14. Old Business	--	Information	05 minutes

- Communication with Ryan McNeil
from Mosquito Vector A. Morris Information
- Salary Survey for IT/BI Analyst L. Marina Information
- 15. Adjournment -- Information 02 minutes

Estimated Time: 2H 22 minutes