

FRESNO'S CHAFFEE ZOO
REQUEST FOR QUALIFICATIONS
PROFESSIONAL DESIGN SERVICES FOR
FRESNO'S CHAFFEE ZOO EXPANSION & RENOVATION
NON-ANIMAL FACILITIES

The Fresno's Chaffee Zoo Corporation, hereinafter referred to as "the Corporation" is conducting a competitive two-step process to retain a consultant to provide professional design services for the Fresno Chaffee Zoo Expansion & Renovation Non-Animal Facilities.

The Corporation invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with the Corporation for a fixed fee or cost plus fixed fee contract.

A complete copy of this RFQ may be obtained from Mr. Brian Goldman at 559-498-5913. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by 5:00 pm on November 20, 2007. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** The Corporation reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

SUBMITTAL DUE DATE: 2:00 pm on November 26, 2007, Local CA Time
SUBMITTAL LOCATION: The Fresno's Chaffee Zoo Corporation
894 W. Belmont Avenue
Fresno, CA 93728
Attn: Brian Goldman, Director of Finance and Administration

PRE-SUBMITTAL CONFERENCE DATE: November 5, 2007
TIME: 10:00 am., LOCAL CA TIME
LOCATION: Fresno's Chaffee Zoo
Education Building
894 W. Belmont Avenue
Fresno, CA 93728

QUESTIONS SHALL BE DIRECTED TO: Mr. Brian Goldman
Director of Finance and Administration
(559) 498-5913
bgoldman@fresnochaffeezoo.com
The Fresno's Chaffee Zoo Corporation
894 W. Belmont Avenue
Fresno, CA 93728

Authorized Signature

Publish Dates

SCOPE OF SERVICES

I. INTRODUCTION:

PROJECT: Fresno's Chaffee Zoo Expansion & Renovation Non Animal Facilities

A. LOCATION: 894 W. Belmont Avenue, Fresno, CA 93728

B. PROJECT TIMEFRAME: Selection of a Consultant and initiation of contract negotiations is expected to occur in November, 2007. The deadline for completion of construction document services is listed below. Completion date for each facility is as follows:

<u>Project</u>	<u>Document Due Date</u>	<u>Completion Date</u>
Operations Center:	August 31, 2008	March 2009
Café and Event Center:	August 31, 2009	February 2010
Entrance and Administration Center:	August 31, 2009	February 2011

The Corporation is planning to use a Construction Manager and/or a Construction Manager at Risk with a Guaranteed Maximum Price (CM@R w/GMP) for this project. We will contract for the project design services and the construction services separately, but the selected Architectural firm will be required to work with the selected CM to:

- Value engineer the project
- Evaluate costs and maintain continuous budget control throughout the design
- Participate in construction planning and schedule assistance
- Ensure constructability prior to the Contractor guaranteeing the GMP.

C. SCOPE: This project will be a design for a minimum of three separate facilities. The Zoo's new Café, Operations Center, and Entrance/Administration Building. These facilities have been conceptually located as part of a separate Master Planning effort. Facilities located within the Zoo's expansion will be suitably fenced. The project will also include non-public access from the original Zoo footprint into the expansion including necessary infrastructure.

D. PROJECT BUDGET: Construction cost is estimated to be approximately (in 2007 dollars):

Operations Center:	\$3,625,000
Café and Event Center:	\$2,625,000
Entrance and Administration Center:	\$6,225,000

1. The Architectural Design Program prepared by the Consultant will provide an estimate of all probable costs for the development of suitable facilities and related improvements. Construction

documents will be prepared for those facilities and improvements that can be completed for the amount budgeted.

2. As there are limited funds for this project, the construction budget will be pre-determined by the Corporation and it shall be the Consultant's responsibility to produce construction documents conforming to this budget. The base bid is to provide for the construction of the facilities and site improvements that are determined by the Corporation and project stakeholders. Bid Alternates will be included for lower-priority components and to allow for some flexibility in the design as it relates to the Construction Contract.

II. DETAILED SERVICES

- A. **DESIGN CRITERIA:** The basic Project requirements that determine the design of the facilities shall be a product of the Consultant's detailed analysis and research of the needs and requirements of the facility with direction provided by the Zoo Staff and project stakeholders.
- B. **GOALS AND OBJECTIVES:**
1. Preparation of an appropriate Architectural Design Program for the Zoo's New Café. This facility will be the main food venue for the Zoo and will be open year round. It will also act as a venue for special events and catered functions.
 2. Preparation of an appropriate Architectural Design Program for the Zoo's Operations Center. This non-public facility will house all of the Zoo's maintenance and construction operations as well as central receiving and holding for materials, supplies and animal food storage.
 3. Preparation of an appropriate Architectural Design Program for the Zoo's Entrance and Administration Building(s). This facility will include all visitor amenities associated with ticketing, membership and guest services for the Zoo. Including restrooms, a small food concession and the Zoo's major gift shop. In addition, it will also provide office space for the zoo staff.
 4. Evaluating the proposed facilities for compliance with the Americans With Disabilities Act (ADA) and providing good traffic flow for ease of circulation, mobility, and accessibility in and around the site are important objectives for the site development of this Project.
 5. Improving and expanding the services of the Fresno Chaffee Zoo and making these new facilities both efficient and inviting for the public and staff.
 6. Preparation of construction documents, which satisfy the functional requirements as described herein, and as established in the approved Architectural Design Program as attainable within the budgeted funds.
- C. **AESTHETIC CHARACTER:**
1. It is the Zoo's desire to incorporate a consistent "look" for its Non-Animal/Public Amenity Buildings. During the Master Plan it was decided that natural materials, such as, stone and wood would be an appropriate aesthetic for the Zoo. A "Yosemite Lodge" type of architecture, of an appropriate scale, that is expressive of the functional activities taking place within and around the facility. The Consultant is to provide innovative guidance in the design approach with the selection of materials, orientation, and structural systems that respond to today's need for the conservation of energy and water while being responsive to the project budget.
 2. Careful consideration should be given to service and emergency circulation as well as security of and around the facility in the Project design. Vehicular traffic and access requirements are to be analyzed with the design solution reflecting the results of this analysis without sacrificing the character of the proposed facilities.
 3. The Project should reflect the Zoo's commitment to be operationally cost effective by providing functional, flexible facilities that minimize staffing requirements and maximize energy conservation.

D. BASIC PROJECT REQUIREMENTS:

1. The Zoo Café should be sited to act as a central node for the Zoo. In the future, it will be associated with a new animal exhibit and view corridors and animal viewing should be planned appropriately.
2. The outdoor functions of the Operations Center should be screened from public view.
3. A new perimeter fence will be needed as part of the Zoo's expansion and should be both aesthetically pleasing and meet all regulations for containment.
4. A Landscape plan shall be part of each planned facility. Plants should be selected for ease of care, water conservation and appropriateness for the Fresno climate and Zoo landscape.
5. Building lighting should maximize energy conservation and exterior lighting should comply with Dark Sky Standards.
6. The angle of the sun should be considered in the design for the buildings and outdoor spaces for energy conservation as well as to provide shade for the visitors.
7. Water conservation measures should be utilized. Rainwater harvesting, low flow and waterless fixtures, and Gray Water to the extent the regulatory codes and project budget allows.
8. Consultant shall provide presentation materials for Public/Zoo Board review.
9. The consultant will work closely with Zoo staff to develop the design for this project. There may be a need for the design team to travel to other facilities to study recent construction of similar venues.
10. An analysis of service and emergency circulation, vehicular access, lighting, and public barriers will be needed.

E. SPECIAL CONSIDERATIONS:

1. Energy And Water Efficiency:
 - a. The facilities designed under this Contract shall be designed for maximum efficiency in the use of both energy and water.
2. The Consultant shall provide written technical analysis of energy conservation measures listed below. The analysis must include, but not be limited to, added construction costs, energy and cost savings, changes to annual maintenance costs and life-cycle cost analysis.
 - a. Passive water harvesting
 - b. High efficiency lighting
 - c. Daylight step-down ballasts with photocells for lighting
 - d. Waterless urinals
 - e. Native, deciduous tree shading at ground level
- 3 Handicapped Accessibility:
 - a. The facilities, as public spaces, shall be designed and constructed for accessibility and use by the physically disabled. In this connection the most restrictive requirements of the Americans With Disabilities Act (ADA), Occupational Safety & Health Administration (OSHA), International Building Code (IBC), ADA Accessibility Guidelines (ADAAG) and American National Standards Institute, Inc. (ANSI) shall determine the design criteria to be used for the design of these facilities to ensure accessibility and compliance. The specific design criteria applicable to provisions for the physically handicapped shall be incorporated in the Architectural Design Program document for each facility.

4. Site Requirements:

- a. The Consultant shall conduct a complete site analysis to clearly identify problems and opportunities connected with the development of the site(s). Included in this analysis are all existing facilities, zoning, and other legal requirements. The functional and visual relationship between all site components, both the existing and the proposed facilities, will be studied, and design options on their total integration will be presented for approval and development as part of this project. Alterations to the site circulation, paving and landscaping to accommodate the new facilities as well as the physically disabled is of primary importance.
- b. As vegetation is considered a major asset to the Zoo environment, an evaluation of all plants impacted by development, regardless of protected status, should be made. The evaluation should consider those plants of major size and/or particular value such as; plants that provide shade for users or structures; plants possessing wildlife value for nesting, protection or as a food source; non-protected plants that are found to be rare in the urban environment and those plants possessing a unique character or particular aesthetic quality, or that can be used as browse for Zoo animals. Planning efforts shall reflect a hierarchy of preservation methods where first, plants are preserved in place; second, plants are transplanted on site; and last, plants are removed from the site.
- c. Water conservation methods for landscape, irrigation and site drainage shall be utilized wherever possible and economically feasible. Such methods may include but are not limited to: the use of drought tolerant vegetation, water harvesting areas, drip irrigation, self-sealing irrigation heads, ground moisture sensors and/or rain shutoff valves, water absorbing gel or polymer soil additives and the use of reclaimed water.
- d. Site drainage shall utilize and maintain existing flow patterns. Detention/retention areas shall be provided as required by code.
- e. All comfort stations and drinking fountains must be fully accessible and ADA compliant.
- f. The use of recycled materials throughout the realm of facility improvements is encouraged where economically feasible.
- g. Related Projects: The Fresno's Chaffee Zoo has an approved Master Plan. The Consultant should be familiar with this Plan and ensure that all work is in accordance with that Plan.

III. SCOPE OF PROFESSIONAL SERVICES

A. GENERAL DESCRIPTION:

1. The specific services being furnished during the life of this Contract shall be rendered by Architects and/or Engineers registered to practice in their particular field of endeavor with the State of California. The professional and associated services provided shall be rendered by personnel pre-approved by the Corporation, which reserves pre-approval rights for any personnel substitutes, and shall be rendered promptly and diligently upon receipt of written Notice to Proceed with any or all of the services herein.
2. Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and must correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior to acceptance by the Corporation.
3. The Corporation plans to use a Construction Manager (CM) for this Project. The Corporation will contract separately for the project design services and the construction services, The Architectural firm shall coordinate with the selected CM to evaluate costs, provide estimates and value analysis, schedule assistance and insure constructability prior to the CM establishing the Guaranteed Maximum Price. The selected Architect may be required to be a non-voting member of the evaluation committee that selects the CM. Attendance at all subsequent meetings and participation in accordance with all procurement policies, rules and regulations for a committee member is expected.
4. The Corporation's Project Management Team, concerned with the development of the Project may include, but is not limited to, the following:
 - a. The Project Manager
 - b. The Fresno Chaffee Zoo Staff
 - c. The Fresno's Chaffee Corporation Board
 - d. Construction Manager
5. Record Drawings: Consultant shall furnish the Corporation, one (1) set of mylar transparent copies of the final detailed working drawings which reflect "as-built" conditions within thirty days of the Consultant's receipt of the as-built drawings from the Contractor. Consultant shall also furnish the record set of drawings on CD in AutoCAD format version 2000 or later. Consultant's Final Payment may be withheld pending receipt of said items.
6. Submittal Requirements: The Consultant shall develop a Submittal Log and include the Log in the Specifications.

B. WORK SCHEDULE:

1. The consultant shall prepare a work schedule, in a format that shall present information in weekly increments, as required for the accomplishment of the various tasks involved in providing professional services under this Contract and will include at a minimum:
 - a. The events which will satisfy each of the professional services.
 - b. The dates each event will start and be completed.
 - c. The dates of each public meeting and design review meeting.
 - d. The elements that will hinder normal progress.
 - e. The names of persons responsible for each event.

C. ARCHITECTURAL DESIGN PROGRAM:

1. The Consultant shall prepare a formal comprehensive Architectural Design Program for the proposed facilities, clearly stating services, circulation and functional relationships in and adjacent to the facility; delineating size and types of the components; alternative approaches to the possible growth and change for the various functions; developing probable construction costs and Project budget recommendations; documenting interviews with designated Zoo personnel and other interested parties, and providing necessary detailed data to enable Design to be undertaken upon completion of the document.
2. Site Analysis: The Consultant shall provide research, attend meetings, and participate at on-site visits to obtain and gather information, determine status, and provide documentation of the following:
 - a. Vegetation location and description.
 - b. Site access: Pedestrian, bicycle, and vehicle access; to include, public transportation availability and planning as well as maintenance, delivery, and emergency vehicular access.
 - c. Hydrological analysis of site drainage and drainage basin; to include, water detention/retention requirements.
 - d. Geotechnical investigations.
 - e. ADA requirements.
 - f. Utilities: Location, size, capacity, and requirements for electrical, gas, water, irrigation, sewer, etc.
 - g. The Consultant shall be responsible for coordinating with local Utility Company representatives to determine requirements and/or recommendations for proposed improvements including, but not limited to, size and location of proposed equipment and anticipated fees. Consultant shall coordinate and/or provide requested project information to these Companies throughout the design process until its completion.
 - h. Zoning, easements and other legal restrictions.
 - i. View elements: Views from and to the site and other visibility issues as they relate to site safety.
 - j. Water: Analysis of availability vs. demands
 - k. Fire safety and other safety issues.
 - l. Future site enhancements.
3. Consultant, working with the CM, shall prepare a preliminary estimate of the Cost of the Work, updated and refined as the design process progresses, and evaluated against the project budget in order to keep costs within budget while accommodating project needs.
4. The Architectural Design Program is to be submitted for analysis, review, comment, and approval prior to proceeding with Basic Design Services for design of the facilities.
5. The Architectural Design Program, in general terms, shall include the following:
 - a. Establish the project **GOALS** - a documentation of what the Corporation wants to do and why it wants to do it.
 - b. Collect, organize and analyze the **FACTS** - organize and analyze the program facts to reveal their relative importance and meaning.
 - c. Uncover and test program **CONCEPTS** - test programmatic concepts related to ideas intended mainly as functional solutions to the design and operational problems of the Project.
 - d. Determine Facility and Staff **NEEDS** - space requirements, quality of construction and costs.
 - e. State the design **PROBLEM** - after evaluating all the information derived from the above, develop the most important statements that can be made regarding the problem.

6. The Architectural Design Program is viewed by the Zoo staff as a formal document to be used as the basis for making decisions concerning the Project and should be designed for ease of communication.

D. BASIC DESIGN SERVICES

1. Schematic Design: Consultant shall prepare and present such schematic design drawings together with general description of the Project that follows the Architectural Design Program, including a summary of circulation, a consideration of all pending and long-range plans, available energy efficiency measures and proposed construction materials, as may be necessary to illustrate possible design solutions to the Project Manager who will arrange for reviews, meetings, and acceptance.
 - a. The Schematic Design submittal shall indicate the area(s) in which construction is proposed, along with the requirements for soils investigations prepared by the structural engineer for the Design Development phase. Consultant, working with the CM, shall submit an opinion of probable construction costs based on current unit costs for similar construction.
2. Design Development: The Design Development phase will proceed after written acceptance by the Project Manager of the Schematic Design. Consultant will proceed with the Design Development, and prepare plans, elevations, sections and other drawings as required to firmly fix the Project in its entire architectural, structural, civil, mechanical, electrical, graphics, landscape and other technical design essentials.
 - a. Consultant will prepare a site plan indicating general locations and nature of all site improvements, provide an outline specification to establish the basic materials of construction, prepare a summary of the design features including energy measures incorporated in the design and, assist the CM in preparing an itemized construction cost estimate to enable the Project Manager to appraise the economic value of the Project design to the Corporation. Consultant shall submit these items in one package to the Project Manager for review and acceptance.
3. Construction Documents: The Construction Documents phase will proceed after written acceptance of the Design Development package by the Project Manager. Consultant will proceed with the Construction documents as follows:
 - a. Prepare working drawings and specifications for the construction of the facilities described in the accepted Design Development documents. Consultant shall leave room on all drawings in the bottom right-hand part of each sheet for plan approval stamps.
 - b. Submit these drawings to the Project Manager for review, comment and acceptance when they are approximately 60% complete.
 - c. Submit plans and specifications to the Project Manager for review, comment and acceptance when they are approximately 90% complete.
 - d. Complete detailed working drawings and specifications. All final documents shall be prepared by such methods and be of such quality of workmanship as will permit the making of satisfactory reproductions for efficient execution of the construction work and for record purposes.
 - e. Stipulate the number and types of material and/or equipment tests as recommended by Consultant and as formally approved by the Project Manager.

- f. The consultant shall arrange for preliminary reviews by the City of Fresno (Name -Building Services Department) in an effort to satisfy all code requirements prior to an official submittal. Reviews with the required Building Services disciplines should be held in order to ascertain any potential problems prior to completing detailed drawings and specifications.
 - g. Assist the CM, to prepare an opinion of the probable construction costs for the base bid and alternates to the base bid when the Corporation accepts final designs, details, working drawings and specifications. Submit five (5) signed copies of the final opinion of the probable construction cost to the Project Manager.
4. Evaluation of Budget and Cost of the Work:
 - a. If at any time the CM's estimate of the Cost of the Work exceeds the Project budget, the Consultant, working with the CM, shall make appropriate recommendations to the Project Manager to adjust the Project's scope or budget, and the Project Manager and the User Department shall cooperate with the Consultant in making such adjustments.
 5. The Consultant is required to include the design services for all project engineering, including geotechnical, and landscaping.
 6. The Consultant is required to obtain written approval for all permits necessary for construction.
 7. The Consultant shall prepare minutes of all meetings during the Architectural Programming and Basic Design Services phases. Minutes shall be forwarded to the Project Manager within three working days of meeting date.

E. PERMITTING SERVICES:

1. Complete Code Review Analysis and Building Permit Application as required to obtain approvals and permits from all governmental authorities having jurisdiction over the project.
2. Consultant is obligated to closely monitor and follow-up on the Building Permit application(s) required to ensure the application(s) does not expire by limitation. Consultant shall request an extension of the time for action on the application, if necessary, to comply with the expiration of plan review limitation. Consultant will be responsible for making modifications to the plans, specifications and supporting documents as required to obtain building permit(s).
3. Special Inspections: Consultant shall formally notify Project Manager immediately upon notification of the need for special inspections required for permitting.

F. SERVICES DURING BIDDING AND CONSTRUCTION

1. Review all Scopes of Work as compiled by the CM for bidding of the subcontracts.
2. Review and analyze Approved Equal requests for substantial compliance with specifications and make recommendations to Project Manager regarding suitability.
3. Construction Contract Administration: The Construction Contract Administration phase will proceed after receipt of written acceptance by the Project Manager of the construction documents. Consultant shall provide administration of the construction contract as set forth below. Consultant shall:
 - a. Review construction progress, provide advice and consult with the Project Manager concerning the progress and quality of the Work.
 - b. Consultant shall provide advice and consultation on the interpretation of the plans and specifications and in response to any questions, which may arise before and during the course of construction, and until the Project receives final acceptance by the Corporation.

- c. Consultant shall review all shop drawings, working drawings, sketches, product details, samples, etc., submitted by Construction Contractor(s) or suppliers of material and equipment for conformance with Project design and compliance with the construction documents. Consultant shall maintain a record of submittals and of copies of submittals supplied by the contractor(s) and shall provide them to the Project Manager.
 - d. Consultant shall prepare such supplemental drawings and responses to Request For Information(s) with supporting documentation and data as deemed necessary for the Corporation's approval and execution.
 - e. Consultant shall be responsible for the completeness and accuracy of all services rendered under this Contract and correct all errors of omission or commission on the drawings, specifications and other documents notwithstanding prior acceptance by the Corporation.
 - f. Consultant shall execute all punch lists, review record (as-built) drawings and operations manuals, and certify the Construction Contractor's payment requests.
4. Field Administration: the Consultant and Sub-Consultants shall furnish Field administration for the construction of the Project, until sixty days after final acceptance by the Corporation. Consultant shall make not less than weekly periodic visits to the site so as to be thoroughly familiar with the progress and with the quality of the Work and to determine whether, in Consultant's opinion, all phases of the Work conform with the Construction Documents and the most recently revised and approved operational schedule. Sub-Consultants shall make periodic visits to the site to thoroughly familiarize themselves with the progress and with the quality of the Work and to determine whether, in their opinion, all phases of the Work conform to the Construction Documents and the most recently revised and approved operational schedule. On the basis of the Consultant's on-site observations as an architect/engineer, Consultant shall immediately inform the Project Manager of defects and deficiencies observed in the executed work of the Construction Contractor(s).
- a. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Construction Contractor's work but shall make such on-site observations, which are commensurate with the progress of the Project.
 - b. Consultant shall attend weekly meetings to discuss construction progress and construction administration issues.

G. ADDITIONAL SERVICES

1. Graphics: This service shall include the design, drawings, specifications, cost estimates and direction of the placement of the building graphics required for the Project. Development of graphics will be under the direction of the Fresno's Chaffee Zoo Education Curator. Graphics design shall cover exterior treatment as required to ensure the proper functioning of the facilities developed under this contract. Special consideration in the design of the project graphics is to be directed toward signing that will discourage vandalism. All graphics shall comply with ADA requirements. These graphics shall include, but not be limited to:
 - a. Exterior Building Identification signs
 - b. Zoo Entrance signs, including ticketing, special events, membership information and general zoo rules and visitor information
 - c. Site directional signs
 - d. Interior Building signs, including fire safety signs.

2. Storm Drainage System Design: The Consultant is to provide the detailed engineering design services for the integration of the Storm Drainage System into the existing system in accordance with all regulatory authorities.
 - a. The Consultant shall provide a site drainage and storm drain analysis for the selected facility improvements identified in the Architectural Design Program Document. The Storm Drainage System Analysis shall address measures to minimize pollutants in the stormwater runoff generated at the facility. These measures shall include, to the maximum extent practicable, practices typical of modern industry standards including: secondary containment of bulk liquids, directing flows away from material storage and waste disposal areas, spill control staging areas, and other practices designed to prevent stormwater pollution during facility operation. The findings and results of the Storm Drainage System analysis and design shall be detailed in a comprehensive report for approval by the Corporation and regulatory agencies.
 - b. Resulting detailed design plans shall be included as part of this task and shall be coordinated with other project disciplines and functions.

H. REIMBURSABLE EXPENSES

1. Presentation Media: The Consultant shall provide presentation media of the subject facilities to convey the proposed design for the Project. The presentation media shall be of a size and scale agreed to between the Consultant and the Project Manager, and the completed presentation media shall be subject to the approval of the Project Manager.
2. Printing: An allowance will be provided for the reproduction of copies of the Architectural Design Program, Schematic Documents, and Design Documents; of copies of the final Construction Documents; and one set of the mylar transparent copies of the final record (“as-built”) drawings and electronic media as required by Corporation.
3. Travel Costs and Expenses: An allowance will be provided for expenditures made by the Consultant or his employees in the interest of the Project for transportation and living when traveling outside of the Greater Fresno Area in connection with the Project and for long distance calls and overnight mailings. All such travel shall be at the Corporation’s established rates and shall have the prior approval of the Project Manager.
4. Public Meetings: Consultant shall participate with the Corporation, and be available for, public meetings dealing with this Project that may require presentation of the proposed facility and site design and its potential impact on the surrounding area.

IV. FINANCIAL CONSIDERATION

A. COMPENSATION AND METHOD OF PAYMENT

1. For performance of the services described in II., the Corporation shall pay the Consultant based on the amounts as agreed upon between the Consultant and the Corporation which include overhead, profit and all other costs associated with performing services under this Contract. If the Scope of Services or the Project budget increases or decreases significantly, the amounts of compensation shall be revised in accordance with Corporation's procedures.
2. The Consultant shall prepare Pay Requests for the amount representing the actual value of the services rendered and submit these forms to the Project Manager for approval and processing.
3. Basic Design Services: Progress payments will be made consistent with the percent of work complete for each payment period.
4. Services During Bidding and Construction: The Consultant shall prepare Pay Requests for submittal to the Project Manager for professional services rendered as of the first day of each calendar month in terms of the estimated percentage of construction completed by the Construction Contractor(s) at the time of Consultant's billing. Final payment may be made when the construction contract is declared satisfactorily accomplished.
5. Additional Services: The Corporation shall pay the Consultant only the authorized amounts for the complete performance of each of the required additional services.
6. Consultants shall not be reimbursed for normal business use mileage within greater Fresno. Work requiring travel outside of the local area shall include reimbursement for travel and expenses paid in accordance with approved allowances. Vehicle usage, lodging, and per diem expenses for out of town consultants must be identified and approved in the Consultant's cost proposal.
7. Reimbursable Expenses (which are all not-to-exceed allowances) shall be paid at cost to consultant and shall include no markup. Pay Requests shall be submitted with original documentation of incurred expenses for reimbursement as approved expenses are incurred but not to exceed the amount agreed upon by the Consultant and the Corporation.

INSTRUCTIONS TO OFFERORS

1. **PRE-SUBMITTAL CONFERENCE:** The date and time of a prospective pre-submittal conference, if applicable, is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the Corporation's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the Corporation at this conference. The Corporation will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation.
2. **SUBMITTAL FORMAT: Original and 7 copies (8 total) of each submittal** should be turned in to the Corporation, on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the solicitation. **The sections of the submittal should be tabbed and clearly identifiable.** The Corporation will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.
3. **WHERE TO SEND SUBMITTALS:** In order to be considered, the offeror must complete and send their submittal to the Fresno's Chaffee Zoo Corporation, attn: Mr. Brian Goldman, Director of Finance and Administration, 894 W. Belmont Avenue, Fresno, California 93728. The submittal must be received by no later than the specified opening date and time. The offeror's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, SOLICITATION NAME, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope.
4. **INQUIRIES:** Any question related to this solicitation shall be directed to the person indicated on the front side of this document. **The offeror shall not contact or ask questions of the department for whom the requirement is being procured.** Questions should be submitted in writing when time permits. The Corporation may require any and all questions to be submitted in writing at the Corporation's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Solicitation name, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.
5. **CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the Corporation may enter into negotiations with the top ranked Offeror (s) to determine fees, and to negotiate any other portion of the Contract deemed by the Corporation to be necessary. In the event that the Corporation is not able to negotiate successfully with the top ranked Offeror, the Corporation shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the Corporation is not able to negotiate successfully with the next ranked Offeror, the Corporation shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. The Director of Finance and Administration shall make award to the Offeror whose submittal and subsequent negotiation is most advantageous to the Corporation.
6. **AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the Corporation reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all offers, or portions thereof; or
 - (3) reissue the solicitation.

A response to this solicitation is an offer to enter into negotiations and contract with the Corporation based upon the terms, conditions, and specifications contained in the Corporation's solicitation. Submittals do not become contracts unless and until the Corporation executes them. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents.

7. **FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

- 8. LATE PROPOSALS:** Late submittals shall not be considered.
- 9. WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.
- 10. AMENDMENT OF SOLICITATION:** The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.
- 11. SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the offeror's submittal.
- 12. SUBCONSULTANTS:** During negotiations, offeror must disclose in writing any sub-consultant to be utilized in performance of services herein. For each sub-consultant, detail on respective qualifications should be included in the submittal.
- 13. PREPARATION OF SUBMITTAL:**

A. EVALUATION REQUIREMENTS

The evaluation will be conducted as part of a two-step process that includes the following:

1) Screening Phase:

Firms will be screened based on evaluation of the Consultant Submittal Document using the following criteria:

- Experience and Qualifications of Team – 25pts
- Qualifications of the Firm – 15pts
- Firm's Experience on Similar Projects – 15pts
- Available Resources to Complete the Projects – 15pts
- Project Approach – 10pts
- Team Collaboration – 10pts
- Overall Evaluation – 10pts

Points shall be assigned according to the above listed criteria. After the points are assigned and the scores are normalized to 100, the firms will then be ranked. The top ranked firms will be invited to participate in the interview process.

2.) Interview Phase:

The interview criteria will be established by the Corporation and provided to the short-listed firms upon notification of their advancement to the second step.

The Corporation reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

- B. INSTRUCTIONS FOR SUBMITTAL:** The offer shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed in original ink by the authorized person signing the Consultant offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to the items listed below. Firms are advised to follow guidelines and submit only the requested information.

1. **COVER LETTER** expressing interest in available projects. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 Pages maximum)
2. **CONSULTANT SUBMITTAL DOCUMENT** (Items 1 through 7) It is preferred that answers to items 1 through 7 be limited to 20 pages including graphs, charts, schedule and any other associated material, but excluding resumes.

CONSULTANT SUBMITTAL DOCUMENT

Please provide the following information in the order described below:

INTRODUCTION

Basic Information: Submittal Date
 Firm Name and Address
 Phone Number
 Fax Number
 E-Mail Address
 Established (date)
 Names of Principals

1.0 EXPERIENCE AND QUALIFICATIONS OF TEAM

Provide experience and qualifications of key team members (with any critical subconsultants or subcontractors) including any licenses, registrations or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment. Describe experience and qualifications of the team in the following areas:

1.1 List registered in-house Architects/Engineers, including Principals on the date of this submittal, including name, discipline and registration number.

1.2 List, and provide resumes for, the KEY individuals who are licensed in California and who will be responsible for, and seal the documents for, the following disciplines:

1. Principal in Charge
2. Architecture
3. Programming
4. Landscaping and Site Development
5. Civil Engineering
6. Structural Engineering
7. Mechanical and Electrical Engineering
8. Graphics
9. Environmental
10. Water Quality/Harvesting and Stormwater
11. Construction Cost Estimating
12. Construction Administration
13. Other

2.0 QUALIFICATIONS OF FIRM

Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of the remedial action on schedule and within budget.

- 2.1 List completed projects for which your firm was the architect or engineer of record, which you consider to be a demonstration of your firm's design ability, including project title, address, construction cost and year completed.
- 2.2 List experience with providing prompt Construction Administration Services as described in the Scope of Services.
- 2.3 List experience with establishing estimates of probable construction costs and in working with a CM and/or CM@R project.
- 2.4 Provide three or more project owners for reference, including name, address and phone number and email. (Inquiry will include: promptness, success in meeting project budgets, design ability and relationship with owner and contractor)

3.0 FIRM EXPERIENCE ON SIMILAR PROJECTS

Provide the experience of the proposed firm on similar projects. Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted. Show how the experience relates to the current project.

- 3.1 List completed projects for which your firm was the architect or engineer of record, including project title, client name, construction cost and completion date.
- 3.2 List all CM and/or CM@R w/GMP projects that the firm has worked on in the past three years. List any other relevant project experience working with Contractors in a similar situation.

NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects, which you may claim without attribution, are those projects actually produced by your firm. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience record.

4.0 TEAM COLLABORATION

Provide a list of projects in which team members have collaborated in the past. List specific references that may be contacted. Indicate how past collaborations will benefit the current project.

5.0 PROJECT APPROACH

Describe the firm's project approach. (Maximum three page submittal for this section)

- 5.1 Discuss any issues your firm has identified on this project and how those will be addressed.
- 5.2 Describe your firm's project management approach and team organization during programming, design and construction phase services.
- 5.3 Discuss any issues your firm has identified with existing conditions, environment and long-term maintenance.

6.0 AVAILABLE RESOURCES TO COMPLETE THE PROJECT

Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources. Submit a typical Organizational Chart of personnel to be assigned to a project together with the specific aspects of the project to which the designated individual will be involved. The chart should show the estimated time commitments of project architect and core project staff as a percentage of the unit total time for a project. The chart should clearly show if team members are from local or other offices or from associated firms. Describe internal measures that will be used to ensure timely completion.

- 6.1 Describe your approach to complete this project according to schedule using resources at your disposal.

7.0 OVERALL EVALUATION OF THE PROPOSAL

- 7.1 Scores to be based on the following criteria, no response is required.
 - 1. Overall completeness and accuracy of the proposal.
 - 2. Overall quality of the proposal.

GENERAL

Additional Investigations:

The Corporation reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

Demonstrated Competence:

Documented experiences with the Corporation and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS

COVERAGE AFFORDED

Worker's Compensation

*Commercial General Liability
Insurance*

Including:

- A. *Products & Completed Operations*
- B. *Blanket Contractual*
- C. *Premises-Operations-Personal Injury*

Professional Liability

Insurance (Errors and Omissions)

(See Special Conditions)

LIMITS OF LIABILITY

Statute

*\$1,000,000 – Bodily Injury and/or
Property Damage liability
Combined Single Limit*

\$2,000,000 (Minimum)

Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts, which include surveying and/or construction surveillance.

() checked if applicable

*Comprehensive Automobile Liability
Insurance including: non-owned, and
Hired vehicles*

*\$1,000,000 - Bodily Injury and/or
Property Damage liability
Combined Single Limit
\$100,000 Property Damage*

SPECIAL CONDITIONS:

1. FRESNO CHAFFEE ZOO CORPORATION WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES. Your coverage shall be primary and non contributory.

2. All policies will include waiver of subrogation.

3. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the Fresno's Chaffee Zoo Corporation, Director of Finance and Administration, 894 W. Belmont Ave., Fresno, CA 93728

4. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the Corporation.

5. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the Corporation is exposed.

6. Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The Corporation may require a copy of the professional liability insurance policy to verify coverage.

2. OTHER CONTRACTS:

The Corporation may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other Contractors and Consultants and with Corporation employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

3. COMPENSATION AND METHOD OF PAYMENT:

In consideration of the performance of the services described in the Scope of Services, the Corporation shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the Corporation only in accordance with those same rates.

The Corporation will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized Corporation representative confirming the services for which payment is requested.

FRESNO'S CHAFFEE ZOO CORPORATION
894 W. BELMONT AVENUE
FRESNO, CA 93728

REQUEST FOR QUALIFICATIONS
DESIGN SERVICES - NON ANIMAL FACILITIES
PAGE 20 of 27

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the Corporation may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- A. **Corporation** - The Fresno's Chaffee Zoo Corporation, 894 W. Belmont Avenue, Fresno, CA 93728
- B. **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the City of Tucson.
- C. **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
- D. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- E. **Contract** - The legal agreement executed between the Fresno's Chaffee Zoo Corporation and the Consultant/Firm.
- F. **Project Manager** - The Corporation employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract.
- G. **Director of Finance and Administration** - The contracting authority for the Corporation for this project, authorized to sign contracts and amendments thereto on behalf of the Corporation.

2. **NOTICE TO PROCEED:** The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The Corporation may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this Contract and its scope of services.

4. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the Corporation shall consider the extent to which the Consultant may be reasonably liable.

Neither the Corporation's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Corporation in accordance with applicable law for all damages to the Corporation caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current

California Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of California.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of a California Certificate of Registration issued by the California Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the Corporation.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgement possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

5. ADDITIONAL COMPENSATION

The Consultant shall submit a written proposal and secure written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the Director of Finance and Administration's prior written approval of the proposed work and the fee therefor, the Corporation will not consider payment of any sums other than those already set forth under this Contract.

- 6. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copyrightable works resulting from this Contract shall become property of the Corporation. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the Corporation. Property of the Corporation shall not be used or released by the Consultant or any other person except with prior written permission by the Corporation.

All designs, inventions, or other intellectual property, and any refinement, modification, or improvement on any design, invention, or other intellectual property, conceived, created, or first reduced to practice as part of, or a result of, and activity undertaken by the Consultant pursuant to this agreement, shall become the exclusive property of the Corporation. It is the intent of this paragraph that the Corporation shall have exclusive ownership of all intellectual property created as a result of this Contract. The Consultant shall cooperate with the Corporation in securing patents, or other certificates of property rights, and shall make such assignments to the Corporation as are needed to affect the purposes of this paragraph.

- 7. DRAWING, STANDARD DETAILS, ETC.:** Basic Architectural/Engineering drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the Corporation. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.
- 8. ADVICE AND CONSULTATION:** The Consultant shall be available to the Corporation for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.
- 9. PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.
- 10. TIME RECORDS:** The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by all staff and Sub Consultant's staff. The Corporation shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the Corporation to be incomplete or erroneous.

- 11. CERTIFICATION:** By signature in the offer section of the Offer page, Consultant certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Corporation employee in connection with the submitted offer.
 - C. Consultant certifies by signing that if a design is required for this project, the design being furnished will contain no specifications for tropical hardwood.
 - D. The Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.
- 12. TERMINATION OF CONTRACT:**
- A. The Corporation may terminate this Contract in whole or, from time to time, in part, for the Corporation's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 - B. If the termination is for the convenience of the Corporation, the Corporation shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
 - C. If the termination is for failure of the Consultant to fulfill the contract obligations, the Corporation may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the Corporation.
 - D. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Corporation.
 - E. The rights and remedies of the Corporation provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.
- 13. SUSPENSION OF WORK:**
- A. The Corporation may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the Corporation determines appropriate for the convenience of the Corporation.
 - B. The Consultant agrees that no charges or claims for damages shall be made against the Corporation for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the Corporation of any of the rights herein.
- 14. ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the Corporation except by the Corporation's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
- 15. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Corporation. The Corporation reserves the right to obtain like goods or services from another source when necessary.

- 16. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 17. AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 18. CONFIDENTIALITY OF RECORDS:** The Consultant shall establish and maintain procedures and controls that are acceptable to the Corporation for the purpose of assuring that no information contained in its records or obtained from the Corporation or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Corporation. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Corporation.
- 19. APPLICABLE LAW:** This Contract shall be governed by the law of the State of California, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of California.
- 20. CONTRACT:** The Final Contract document shall be written and shall be based upon the Request for Qualifications issued by the Corporation, the offer submitted by the Consultant in response to the Request for Qualifications and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The Corporation reserves the right to clarify any contractual terms with the concurrence of the Consultant. The Contract shall contain the entire agreement between the Corporation and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 21. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the Corporation's Director of Finance and Administration and persons duly authorized to enter into contracts on behalf of the Consultant.
- 22. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 23. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 24. ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the Corporation. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The Corporation shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the Corporation's position within 15 days of receipt of written notice by the Consultant.
- 25. SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the Corporation's Director of Finance and Administration. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not sub-consultants are used. The Corporation shall not unreasonably withhold approval and shall notify the Consultant of the Corporation's position within 15 days of receipt of written notice by the Consultant.

- 26. RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 27. ACKNOWLEDGMENTS:** Consultant acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the Corporation, shall not alter or affect the obligations of the Consultant or the rights of the Corporation under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 28. INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Corporation, its agents, representatives, officers, directors and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the Corporation.
- 29. ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the Corporation.
- 30. WORK SCHEDULE:** The consultant shall adhere to any and all work schedules developed under this contract. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the Corporation for review and approval. It shall be the sole option of the Corporation to approve any such requests. The Corporation shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
- 31. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-consultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 32. INSPECTION:** All material or service is subject to final inspection and acceptance by the Corporation. Material or service failing to conform to the specifications of this Contract shall be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.
- 33. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The Corporation shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice.

- 34. BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
- 35. PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
- 36. COST OF PROPOSAL PREPARATION:** The Corporation shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 37. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the Corporation and shall become a matter of public record available for review subsequent to the award notification. ????
- 38. CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

OFFER

TO THE FRESNO'S CHAFFEE ZOO CORPORATION:

The Undersigned hereby offers and agrees to enter into negotiations with the Corporation to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title