

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF WAIVING)	RESOLUTION NO. 94-1909
COMPETITIVE BIDDING AND)	
AUTHORIZING A DESIGN-BUILD)	Introduced by Rena Cusma,
CONTRACT WITH RAY MENDEZ FOR A)	Executive Officer
NAKED MOLE RAT EXHIBIT)	

WHEREAS, The naked mole rat is an elusive colonial mammal that resides in underground burrows of the African Savannah; and

WHEREAS, The naked mole rat possesses jaws that enable it to chew through concrete, PVC, and other materials, that it requires an environment of high temperature (75-90°F) and humidity (60-70 percent), and that it is highly sensitive to noise and vibration; and

WHEREAS, Knowledge of naked mole rat husbandry requirement is essential to the successful maintenance of a display colony; and

WHEREAS, Expertise and experience in mole rat exhibit design and fabrication is crucial to an exhibit that can stand the test of mole rat chewing and visitor activities; and

WHEREAS, Zoo staff, upon an exhaustive review has identified an exhibit at the Philadelphia Zoo as most closely resembling the Metro Washington Park Zoo's vision for its naked mole rat exhibit, and identified Ray Mendez as the only independent contractor who has successfully demonstrated the experience in the design, fabrication, and installation of a mole rat exhibit that resembles their underground burrows in the African Savannah; and

WHEREAS, Given the limited existence of mole rat experts, a design build contract is a cost-effective approach to producing a naked mole rat exhibit at the Metro Washington Park Zoo; and

WHEREAS, A traditional design bid process would be more expensive in that any contractor who had no previous experience with a project of this complexity would charge a premium; and

WHEREAS, The Metro Council as public Contract Review Board declares that pursuant to Metro Code Chapter 2.04.041(c) the use of Ray Mendez for the design, fabrication, and installation of a naked mole rat exhibit is a sole source transaction not

subject to competitive bidding since this single exception will not encourage favoritism or substantially diminish competition for public contracts, in that only one qualified vendor exists, and will result in substantial cost savings and project enhancement for the Zoo, in that unqualified vendors would need to charge an excessive amount; now, therefore,

BE IT RESOLVED,

That the Contract Review Board declares the use of Ray Mendez under the terms stated above to be a sole source procurement exempt from competitive bidding, and authorizes the Executive Officer to execute a contract in a form substantially similar to the attached Exhibit "A" for the design, fabrication, and installation of the naked mole rat exhibit.

ADOPTED by the Metro Contract Review Board this 24th day of March, 1994.



Judy Wyers, Presiding Officer

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1151

DESIGN/BUILD CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and Raymond A. Mendez, whose address is PO Box 485 - Pogo Hill, Portal, Arizona 85632, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods and services described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing February 15, 1994 through and including June 30, 1994.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment A. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full

responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be

named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior

negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

RAYMOND A. MENDEZ

METRO

By: _____

By: _____

Date: _____

Date: _____

PUBLIC.FOR

Attachment A

SCOPE OF WORK AND TERMS OF PAYMENT

A. GENERAL

Contractor will design, fabricate, and install at the Metro Washington Park Zoo ("Zoo") in Portland Oregon the naked mole rat exhibit as described in this Scope of Work. In addition Contractor will provide training to Zoo staff and will warranty Contractor's work for a period of one year. Project Manager for the Zoo is Jennifer Agnew.

B. DESIGN PHASE

1. Contractor will design the exhibit to meet the Contract Performance Specifications included herein. Contractor shall make a single submittal of complete and detailed shop drawings, design drawings and specifications for review and approval by Project Manager prior to fabrication. Shop drawings shall include all dimensions of Contractor's work within 1/4 inch tolerance and shall include all electrical requirements. Design drawings shall include concept drawings depicting the dioramas. The Project Manager will review the submittal and return such, noting any modifications required, within 5 working days of initial receipt.

2. Contract Performance Requirements:

a. The exhibit will consists of three panel and two dioramas. The panels and dioramas shall fit into an existing exhibit space which will be renovated by the Zoo to accept the mole rat exhibit (See Exhibit A) Diorama 1 will be located above the three panels; Diorama 2 will be located immediately to the west of the panels. Approximate dimensions of the panels and the dioramas are given below. Contractor shall field measure to ensure proper fabrication and installation.

Panel A	5' 3" high by 8' wide
Panel B	5' 3" high by 4' 6" wide
Panel C	5' 3" high by 3' wide
Diorama 1	18" high by 24" deep - field measure for all other dimensions
Diorama 2	20" deep - field measure for all other dimensions

- b. The three panels shall accommodate at least 30 adult mole rats and shall contain at a minimum the following elements:
- 22 mole rat chambers
 - 12 activity centers
 - 30 lineal feet of inter-connected runs
 - 15 lineal feet of public viewing area
 - 1 insect chamber
 - 1 snake chamber
- c. All chambers shall include a light source adequate for public viewing. All chambers shall be fabricated to allow the separation of any individual chamber to facilitate cleaning, maintenance and/or separation of animals.
- d. The panels shall be fabricated in such a way as to provide living conditions suitable to the eusocial behavior of the mole rat. Fabrication shall support the environmental requirements of the mole rat and enable the population to thrive. Special consideration is required to provide panels which can withstand the tunneling and burrowing abilities of the mole rat. The chambers shall include an access mechanism to allow daily maintenance of the mole rats from a keeper's station located behind the panels.
- e. The dioramas shall depict the natural habitat of the mole rat in the African Savannah and shall appear life-like and life sized. The dioramas shall consist of a painted background mural and a foreground to include natural or natural-like plant material, "volcano" shaped mounds of soil which are created by the mole rat as they kicking up soil during tunnel-building, and both a model of a natural predator of the mole rat and a mole rat. At least one of the dioramas will include a mechanized "volcano" which simulates the forming of the "volcano" by kicking up soil.
- f. All materials used shall be first quality, durable and Vandal resistant. All hardware shall be stainless steel.

C. FABRICATION AND INSTALLATION PHASE

1. Contractor shall commence fabrication of the exhibit per the approved shop drawings, including required modifications, within five working days of receipt of such.

2. Contractor shall be responsible for all arrangements and costs associated with the preparation and FOB shipping of exhibit pieces to the exhibit site.
3. Contractor shall provide Project Manager with at least five working days notice prior to commencement of on-site installation activities.
4. Contractor shall provide all tools and equipment necessary for the proper installation of the exhibit.
5. Contractor shall allow for sufficient time on-site to perform all installation activities.
6. Except for the items required by this Scope of Work, the Zoo shall be responsible for providing all other work necessary for a fully functioning mole rat exhibit. To ensure proper installation of the exhibit, Contractor shall work in cooperation with Zoo staff and other contractors during the installation period. Some of the items which the Zoo is responsible for and which shall be provided either prior to or in conjunction with Contractor's installation activities are:
 - a. Construct metal structure to hold panels
 - b. Construct wood boxes to hold dioramas
 - c. Provide glazing to be placed in front of dioramas
 - d. Provide wiring and hook-up for chamber lights
 - e. Provide gunite facade for front of exhibit
7. Contractor shall personally perform all installation work required by this contract without the assistance of employees and document same through completion of Exhibit B attached.

D. TRAINING

Upon completion of the exhibit installation, Contractor shall train Zoo staff in all aspects of operation of the Mole Rat exhibit. This training shall include on-site training of key Zoo staff, assisting the Zoo staff in the preparation of a husbandry manual, and preparation of a repairs and maintenance schedule. During the one year warranty period, Contractor shall consult with Zoo staff as requested to ensure the proper operation of the exhibit, including the care of the mole rat population.

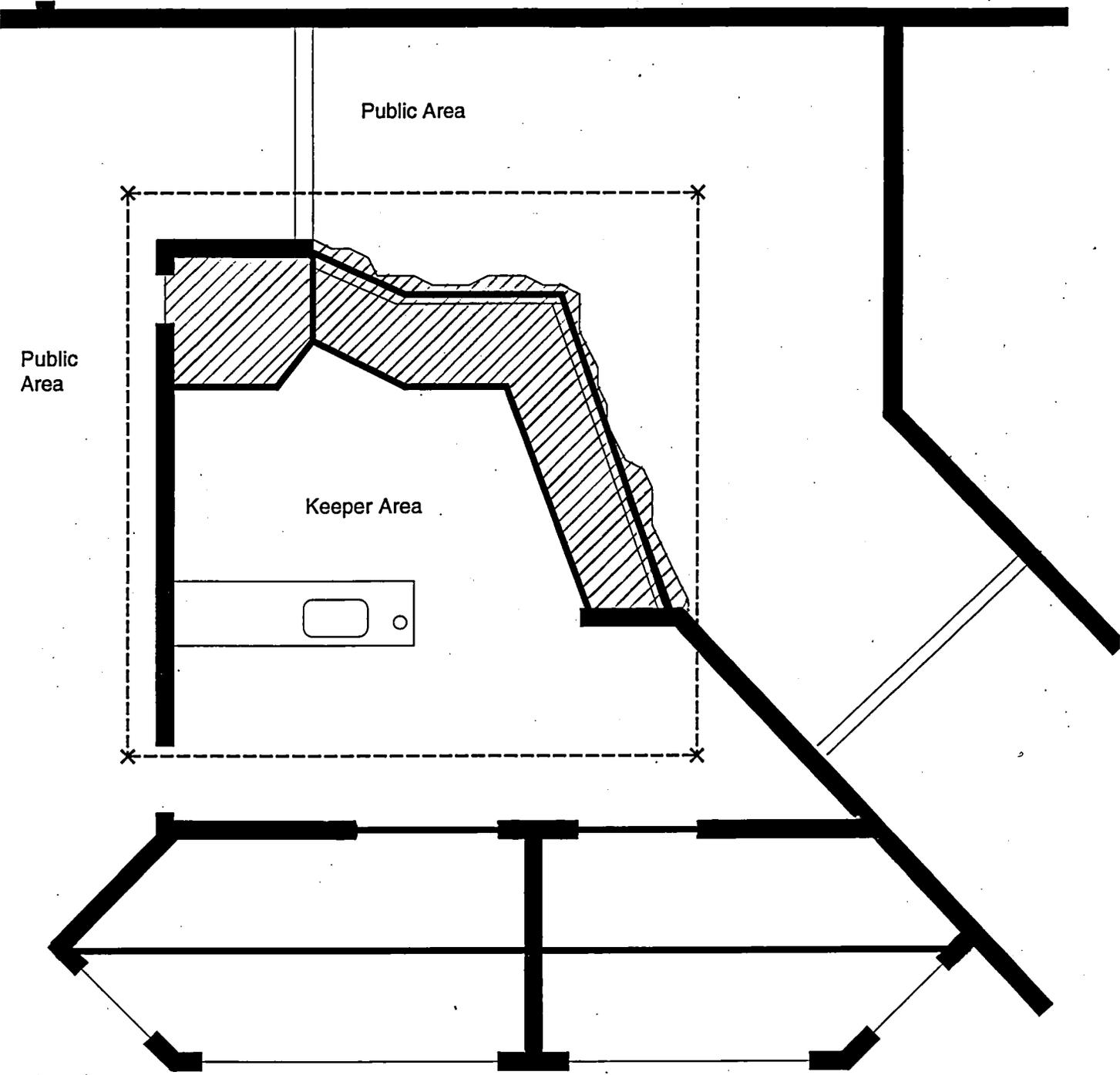
E. SCHEDULE

Contractor shall complete all tasks including installation and training by May 10, 1994.

F. COMPENSATION AND PAYMENT

1. Contractor shall act as an independent contractor in the performance of all work, shall in no event be considered an employee of Metro, and shall be entitled only to the maximum compensation due which is \$55,500.00
2. Upon review and return of the required submittal, Contractor shall deliver an invoice to the Project Manager in an amount of \$11,100 which equals 20% of the contract amount. Upon final acceptance, Contractor shall deliver a final invoice to Project Manager in the amount of \$44,400 or 80% of the contract amount.
3. Contractor shall receive payment based on approved invoices within 30 days from receipt of such.
4. Contractor shall identify and certify his tax status by execution of IRS form W-9, attached as Exhibit C, prior to or simultaneous with Contractor's first invoice request.

EXHIBIT A



Naked Mole Rat Exhibit
The area within the dashed line will be the exhibit area.
(Africa Treetops Exhibit / Programming Room)

EXHIBIT B

NO EMPLOYEES CERTIFICATE

The undersigned Contractor in the attached Metro Personal Services Agreement certifies:

1. I provide services under my own name or under the assumed business name shown on the attached agreement.
2. I have no employees.
3. I am not incorporated.
4. No employees of any employer will provide services in the performance of the attached Metro Personal Services Agreement.

Contractor: _____ Date: _____

EXHIBIT B

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

for

SMALL CORPORATIONS

I certify that all labor necessary to complete the services described in the attached Agreement will be performed only by the undersigned and _____, and that each such person is an officer, director and owner of a substantial interest in _____, a corporation organized under the laws of the state of _____.

Dated this ____ day of _____, 19__

Form **W-9**
(Rev. January 1993)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give this form to
the requester. Do
NOT send to IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
Business name (Sole proprietors see instructions on page 2.) (If you are exempt from backup withholding, complete this form and enter "EXEMPT" in Part II below.)	
Address (number and street)	List account number(s) here (optional)
City, state, and ZIP code	

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN below.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p> <div style="text-align: center; margin: 10px 0;"> <table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">+</td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <p style="margin: 5px 0;">OR</p> <table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">+</td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> </div>	Social security number												+						Employer identification number												+						<p>Part II For Payees Exempt From Backup Withholding (See Exempt Payees and Payments on page 2)</p> <hr/> <p>Requester's name and address (optional)</p>
Social security number																																					
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Certification.—Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Signing the Certification** on page 2.)

Sign Here	Signature ►	Date ►
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Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must obtain your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

How To Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note: Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you after 1992 are required to withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest,

dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS notifies the requester that you furnished an incorrect TIN, or
3. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in 5 above, other reportable payments are subject to backup withholding only if 1 or 2 above applies. Certain payees and payments are exempt from backup withholding and information reporting. See **Payees and Payments Exempt From**

Backup Withholding, below, and Exempt Payees and Payments under Specific Instructions, below, if you are an exempt payee.

Payees and Payments Exempt From Backup Withholding.—The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

- (1) A corporation.
- (2) An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7).
- (3) The United States or any of its agencies or instrumentalities.
- (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- (5) A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- (6) An international organization or any of its agencies or instrumentalities.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities required to register in the United States or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
- (12) A common trust fund operated by a bank under section 584(a).
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
- (15) A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.

- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

If you are a sole proprietor, you must furnish your individual name and either your SSN or EIN. You may also enter your business name or "doing business as" name on the business name line. Enter your name(s) as shown on your social security card and/or as it was used to apply for your EIN on Form SS-4.

Signing the Certification.—

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You are required to furnish your correct TIN, but you are not required to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions. You are required to furnish your correct TIN, but you are not required to sign the certification.

6. Exempt Payees and Payments. If you are exempt from backup withholding, you should complete this form to avoid possible erroneous

backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, and sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

7. TIN "Applied for." Follow the instructions under **How To Obtain a TIN**, on page 1, and sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign.

Privacy Act Notice.—Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you; mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

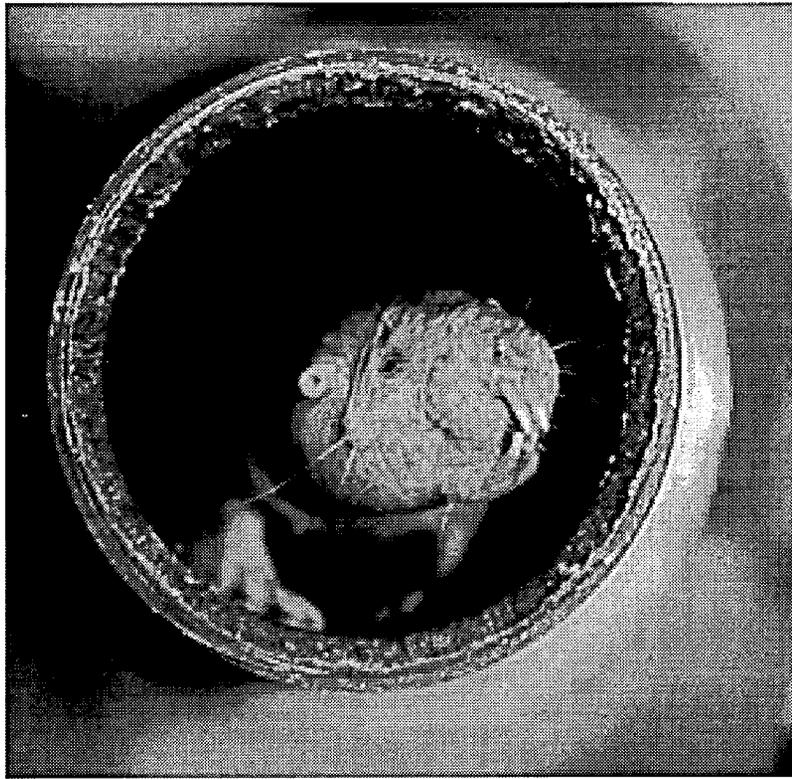
¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ Show your individual name. You may also enter your business name. You may use your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.





STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041 (C) TO ENTER INTO A SOLE SOURCE CONTRACT WITH RAY MENDEZ FOR THE DESIGN-BUILD OF A NAKED MOLE RAT EXHIBIT.

Date: February 7, 1994

Presented by: Jennifer Agnew

FACTUAL BACKGROUND AND ANALYSIS

The Metro Washington Park Zoo is in the process of adding naked mole rats to its animal collection. Naked mole rats have proven to be highly popular where they have been on display in several U.S. zoos since 1988. The proven drawing power of naked mole rats is important to the zoo. With Tri-Met construction in the zoo's parking lot to begin in September, the summer of 1994 is a critical time for the zoo. This year, the zoo's summer promotion will include the giant Rodriguez fruit bats, young ostriches, young hippos, and a colony of naked mole rats.

The naked mole rat is a little-known mammal which resides in underground burrows in the African Savannah. It lives in colonies of 75 to 300, and exists in a caste-like social system similar to that of bees and termites. For each colony, there is one breeding female, and one to three males to mate with the queen and help care for the young. The rest of the colony members work to dig tunnels and find food, tend the queen and her young, or defend the colony.

Naked mole rats require a living condition of high temperature (80-90°F) and humidity (60-70%). They are highly sensitive to noise and vibration, and possess strong jaws that can chew through concrete and PVC.

Knowledge of naked mole rat husbandry requirement is essential to the successful maintenance of the display colony, and few people in North America possess the expertise and experience in keeping a breeding colony of naked mole rats. In addition, the design and fabrication of a natural appearing mole rat exhibit requires not only a knowledge of the animal's lifestyle and physical abilities, but also the expertise and experience in exhibit design and fabrication.

Since September, 1993, the zoo staff has conducted an exhaustive review of naked mole rat exhibits in North American zoos. We concluded that the Philadelphia Zoo's exhibit most closely resembles our vision for a naked mole rat exhibit. While there are a number of experts who have worked with and kept colonies of naked mole rats, most are full-time employees of North American zoos, or researchers at North American universities. Only one person, Ray Mendez, has been identified to possess the necessary knowledge of these elusive animals, and the knowledge, expertise,

and capability of exhibit design and fabrication for a naked mole rat display. He pioneered a special mixture which hardens to produce a ceramic-like quality. This material will line the chambers housing naked mole rats, and carries with it a one year warranty for defect.

The zoo staff believes that, given the unique nature and requirements of the naked mole rat and challenges of design and construction of a durable yet naturalistic exhibit, the selection of Ray Mendez on a sole source basis for the design, fabrication, and installation of a naked mole rat exhibit, will allow the zoo to successfully complete this project while benefitting from substantial cost-savings and project enhancement.

BUDGET IMPACT

Funds for this project are available from the zoo's Operating Budget in Design Services.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1909, WAIVING COMPETITIVE BIDDING AND
AUTHORIZING A DESIGN-BUILD CONTRACT WITH RAY MENDEZ FOR A NAKED
MOLE RAT EXHIBIT

Date: February 18, 1994 Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its February 16, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Contract Review Board adoption of Resolution No. 94-1909. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Zoo Graphics Coordinator Jennifer Agnew presented the staff report. She summarized her written report and addressed questions raised by Council staff in a February 11 memo. She said funds would be available for this \$55,500 contract because certain budgeted projects had been postponed or scaled back. The elephant interpretives project has been postponed until next year, awaiting results of visitor evaluations. Projects to build restrooms at the elephant exhibit and build a security/first aid facility have been scaled back.

Councilor Washington asked whether there would be any liability problems if any of the animals escaped. Ms. Agnew said she didn't expect they would be able to escape, and that they probably wouldn't survive in our climate if they did escape.



METRO

DATE: February 11, 1994
TO: Regional Facilities Committee
FROM: Casey Short, ^{CS} Council Analyst
RE: Resolution No. 94-1909

Resolution No. 94-1909 is on your committee agenda for February 16, 1994, and would authorize a sole source contract for the design, fabrication, and installation of a naked mole rate exhibit at the Zoo. The contract is for an amount not to exceed \$55,500, and the work is to be completed by May 10, 1994. The staff report accompanying the resolution says that funds are available in the budget of the Zoo's Design Services division.

My review of the budget for Design Services shows that there is only one line item in the division's budget with sufficient appropriation to cover the amount of this contract. That is the line item for Construction Work/Materials - Building Related, which amounts to \$298,500. The budget notebook lists projects anticipated for 1993-94 (totaling \$273,500), and does not include funds for the naked mole rat exhibit. This leads to a couple of questions.

- Where will the funds come from to pay for this project?
- Will other projects anticipated in the budget notebook be eliminated or deferred to make funds available for this project?
- Are there other costs associated with this project? If so, where will the funds come from to cover those costs?

cc: Sherry Sheng
Kay Rich
Jennifer Agnew