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**MASTER AGREEMENT BETWEEN CITY OF OAKLAND  
AND THE EAST BAY ZOOLOGICAL SOCIETY**

**FOR THE OAKLAND ZOO PROJECTS**

This Agreement is made and entered into this 4th day of Oct. 1994 by and between the City of Oakland, hereinafter called CITY and The East Bay Zoological Society, a California charitable nonprofit corporation, hereinafter called PROJECT MANAGER.

**WITNESSETH**

WHEREAS, the City of Oakland, and The East Bay Zoological Society are interested in installing various improvements at the Oakland Zoo, hereinafter called PROJECT; and

WHEREAS, the PROJECT is intended to address the need for improvements to various animal exhibits; informational signage; facilities; restroom improvements; and the Zoo's grounds, irrigation, and sewers identified in the 1990 Oakland Zoo/Knowland Park Master Plan; and

WHEREAS, the development of these projects would benefit the Oakland Zoo, the CITY and the Oakland community at large; and

WHEREAS, the CITY, by City Council resolution, will provide \$2,030,000 of Measure K funds for the development of the PROJECT; and

WHEREAS, the CITY desires to retain the PROJECT MANAGER to plan, develop and construct the Oakland Zoo PROJECT;

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. SCOPE OF SERVICES

The PROJECT MANAGER shall:

- A. Develop plans and specifications, subject to prior review and approval by CITY, for the construction of the PROJECT, including but not limited to construction improvements to various animal exhibits (Sun Bear Rainforest, African Savanna/African Village); signage improvements to various exhibits and the zoo entrance; facility improvements including work on the dining area, maintenance building, administrative offices, and lower park irrigation; plumbing, sewer, fencing improvements and tree removals; planning for the California 1820 exhibit; and additional grounds and maintenance improvements including the installation/replacement of pathway railings. A more detailed description of the proposed work is attached as Exhibit "B" and incorporated herein by reference. Construction of these improvements is to be completed by June 30, 1997 with funds provided through the Measure K Series 1994B Bond Issue. The plans and specifications shall be placed on file in the Office of Parks and Recreation (OPR), 1520 Lakeside Drive, Oakland, CA 94612-4598, and incorporated by reference in this Agreement. Said plans and specifications shall be in conformity with all applicable Federal, State and local laws and regulations.

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With funds provided through the Measure K Bond Issue, the Oakland Zoo Projects shall be completed by June 30, 1997.

- B. Request and select bids in accordance with City regulations for all work necessary to design and/or construct the PROJECT in accordance with City approved plans and specifications which must be reviewed prior to bid publication. PROJECT MANAGER shall tender to CITY a copy of all professional service and construction contracts. The CITY's Affirmation Action and Equal Employment Opportunity Requirements shall apply in all work related to construction of the PROJECT.
- C. Manage and oversee all phases of the construction of the PROJECT in conjunction with City staff who will inspect and approve all phases of the project.

2. PROGRESS REPORT

PROJECT MANAGER shall provide the CITY at a minimum with quarterly written progress reports which will include financial information in the format specified by the CITY.

3. GENERAL PERFORMANCE

It is understood and agreed that PROJECT MANAGER will obtain services from individuals and/or companies licensed in the State of California to perform the work agreed to be performed under this Agreement and that CITY shall rely upon these special skills to do and perform this work in the most skillful manner. PROJECT MANAGER agrees to insure such performance of any and all work and the acceptance by CITY of the work performed under this Agreement does not operate as a release of PROJECT MANAGER from insuring such professional responsibility. It is PROJECT MANAGER's responsibility to be informed of local, State, and Federal laws, codes, and directives pertaining to the work in this Agreement and to perform all work in compliance with those laws, codes, and directives, including but not limited to, the California Environmental Quality Act (CEQA) and the Americans with Disabilities Act (ADA).

4. TIME OF PERFORMANCE

All work required pursuant to this Agreement shall commence upon receipt of written notice to proceed from the CITY. THE OAKLAND ZOO PROJECTS shall be completed not later than June 30, 1997.

5. COMPENSATION AND METHOD OF PAYMENT

A. Maximum Compensation

The total compensation for eligible cost in accordance with this Agreement and the budget, attached hereto as Exhibit A, and specifically made a part hereof, shall not exceed two million thirty thousand dollars (\$2,030,000). Any costs above this amount necessary for the completion of the work to be performed under this Agreement shall be the responsibility of

the PROJECT MANAGER. Eligible costs include the general development costs of plans and specifications by PROJECT MANAGER and administrative services of PROJECT MANAGER in overseeing all phases of Master Plan completion.

Any requested modification to the line items of the Budget attached as Exhibit A shall be reviewed by the CITY. Any of the cost categories shown in the Budget may vary from the indicated figures, provided that the total approved amount of allowable costs is not exceeded. Budget modifications shall not alter:

- (1) The basic scope of services required to be performed under this Agreement;
- (2) The time period for the services to be performed under this Agreement; and
- (3) The total amount of the authorized budget of this Agreement (see Exhibit A).

**B. Method of Payment**

An initial payment of \$200,000 for estimated expenses to be used for the PROJECT MANAGER'S start-up costs shall be advanced by the CITY from Measure K funds upon execution of this Agreement. This amount shall not exceed 10% of the total contract amount to be awarded for this project. PROJECT MANAGER shall document all uses of these funds and present such documentation to the CITY for approval. Subsequent to the initial advance payment, PROJECT MANAGER's subcontractors shall be directly paid through requisitions supported by detailed documentation that is reasonably sufficient to support payment as determined by CITY. Required requisitions and reports must be submitted to the Project staff for OPR for review on or before the 10th working day of the month. The Project staff for OPR will verify and approve requisitions and required supporting documents for accuracy and compliance with bond covenants prior to submitting them to CITY for payment. PROJECT MANAGER'S failure to comply with these requirements will cause a delay in payment and could result in termination of the Agreement. All authorized obligations incurred in the performance of the Agreement must be reported to the CITY within sixty (60) days following the termination of the Agreement. No claims submitted after the 60-day period will be recognized as binding upon the CITY for payment. Any obligations and/or debts incurred by the PROJECT MANAGER and not reported to the CITY within the 60-day period become the sole liability of the PROJECT MANAGER and the CITY is relieved of any and all responsibilities.

**6. PROJECT MANAGER'S FINANCIAL CONTRIBUTION**

PROJECT MANAGER acknowledges that the amount of payment by CITY under this Agreement may not pay for all of the services which PROJECT MANAGER has agreed to perform. PROJECT MANAGER agrees to raise funds through PROJECT MANAGER's own fundraising efforts and/or provide volunteer or other in-kind services using non-CITY sources in order to complete the PROJECT.

7. WORKING FACILITIES

PROJECT MANAGER shall not be provided CITY working facilities.

8. PREPARATION OF DOCUMENTS AND OWNERSHIP

It is hereby understood that any and all documents pertaining to the THE OAKLAND ZOO PROJECTS, including applicable "as built" drawings, will be created in accordance with the highest professional quality and shall be properly produced to give good reproductions. All development documents and drawings shall technically remain the property of CITY and shall be delivered by PROJECT MANAGER to the CITY promptly at the CITY's request or at the termination of this Agreement, whichever is earlier.

PROJECT MANAGER shall execute appropriate documents and drawings to assign to the CITY the copyright to works created pursuant to this Agreement.

9. FINANCIAL REQUIREMENTS

The PROJECT MANAGER shall be accountable to the CITY for all funds requested by and released to PROJECT MANAGER pursuant to this Agreement and the disbursement thereof. PROJECT MANAGER shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures, and regulations as deemed necessary by the CITY. Such records shall be properly maintained by qualified personnel. All financial reports and schedules shall be prepared in accordance with generally accepted accounting principles and in accordance with applicable City requirements.

10. INDEPENDENT PROJECT MANAGER

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, the PROJECT MANAGER shall be, and is, an independent consultant, and is not an agent or employee of the CITY. PROJECT MANAGER has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting PROJECT MANAGER in the performance of PROJECT MANAGER's services hereunder. PROJECT MANAGER shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for PROJECT MANAGER's own acts and omissions and those of PROJECT MANAGER's subordinates and employees.

11. PREVAILING WAGES

PROJECT MANAGER shall comply with the CITY's prevailing wage requirements, as set forth in Resolution No. 57103, for wages paid to laborers and mechanics on public works. PROJECT MANAGER shall further comply with all other similar provisions in all agreements with contractors for work covered by this Agreement and require that all of its contractors pay prevailing wages.

12. CONSTRUCTION DOCUMENTS

Prior to the solicitation of Requests for Qualification (RFQ) and/or bids for work on THE OAKLAND ZOO PROJECTS, PROJECT MANAGER shall submit to CITY the final documents and the proposed professional and/or construction services contract for the work to be performed. These documents shall be subject to the review and approval of the CITY.

13. TERMINATION

The CITY may terminate this Agreement immediately for cause, and without cause, upon thirty (30) days written notice of discontinuance and termination of said Agreement. Such notice shall be made in accordance with the "Notices" section of this Agreement.

14. ABANDONMENT OF PROJECT

CITY shall have the right to abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, CITY shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, the PROJECT MANAGER shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, the PROJECT MANAGER shall present to CITY a complete report of said proposed job closure and its costs, and the CITY may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by CITY, together with any other charges outstanding at the time of termination, shall be payable by CITY within thirty (30) days following submission of a final statement by PROJECT MANAGER.

Should the project or any portion thereof be abandoned, CITY shall pay the PROJECT MANAGER for all services performed theretofore in accordance with the terms of this Agreement.

15. BROKERS

The PROJECT MANAGER warrants that PROJECT MANAGER has not employed or retained any broker, agent, company or person other than bona fide, full-time employees of the PROJECT MANAGER working solely for the PROJECT MANAGER, to solicit or secure this Agreement, and that PROJECT MANAGER has not paid or agreed to pay any broker, agent, company or persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. EQUAL EMPLOYMENT PRACTICES

PROJECT MANAGER shall not discriminate or permit discrimination against any person or group of

persons in any manner prohibited by Federal, State or local laws.

During the performance of this Agreement, the PROJECT MANAGER agrees as follows:

- A. **The PROJECT MANAGER and PROJECT MANAGER's Contractors and Subcontractors** will not discriminate against any employee or applicant for employment because of sex, sexual orientation, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or handicap. The PROJECT MANAGER and PROJECT MANAGER's Subcontractors will take affirmative action to ensure that applicants for employment and employees are treated without regard to their sex, sexual orientation, race, creed, color, national origin, Acquired Immune Deficiency Syndrome (AIDS, AIDS-Related Complex (ARC), or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROJECT MANAGER agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- B. The PROJECT MANAGER and PROJECT MANAGER's Contractors and Subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the PROJECT MANAGER, state that all qualified applicants will receive consideration for employment without regard to sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), handicap, race, creed, color or national origin.
- C. If applicable, the PROJECT MANAGER will send to each labor union or representative of works with whom PROJECT MANAGER has a collective bargaining Agreement, contract, or memorandum of understanding, a notice advising the labor union or workers' representative of the PROJECT MANAGER's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The PROJECT MANAGER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- E. In the event of the PROJECT MANAGER's or PROJECT MANAGER's Contractors and Subcontractor's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be rescinded or modified.

17. AFFIRMATIVE ACTION

- A. Professional Services Contracts: PROJECT MANAGER shall require any architect, engineer, or any other professional person or corporation, who contracts with PROJECT MANAGER to perform professional services on the PROJECT, to comply with the CITY's Professional

Services Contract Program. Said program's affirmative action goals for minority and women business participation are 40% minorities and 15% women, and establishes work force goals of 30% minorities and 15% women on a job category by job-category basis.

- B. Construction Contracts: PROJECT MANAGER shall require any contractor who contracts with PROJECT MANAGER to perform any type of work on the PROJECT, other than as is listed in Section 17A above for professional services, to comply with the CITY's Minority and Woman Business Enterprise Construction Program goals which are 30% minority business enterprise participation and 5% women business enterprise participation; and the CITY's affirmative action employment program provisions for Public Works Contracts which establish a goal of 50% minority participation and 6.9% women participation on a craft-by-craft basis.
- C. PROJECT MANAGER must meet the requirements of sections 17A and 17B if the PROJECT MANAGER performs any work itself on the PROJECT.

18. AUDIT AND INSPECTIONS

PROJECT MANAGER shall permit, at any time and as often as CITY deems necessary, the CITY and its authorized representatives to have access to PROJECT MANAGER's books, records, accounts and any and all data relevant to this Agreement, for the purpose of making an audit or examination for a period of four years following the fiscal year of the last expenditure under this Agreement. PROJECT MANAGER shall permit and facilitate observation and inspection of the work and records at PROJECT MANAGER's principal office and job site by CITY, its employees, agents, public authorities and other designees, during reasonable business hours. PROJECT MANAGER acknowledges that with funds from a public bond issue, all records related to expenditures are subject to public review.

19. INDEMNIFICATION

PROJECT MANAGER agrees to save, indemnify, defend and hold harmless, CITY, its Councilmembers, directors, officers, agents and employees from any and all claims, losses and expenses (including reasonable attorney's fees) or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all contractors, Subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Agreement by the PROJECT MANAGER and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the PROJECT MANAGER in the negligent performance of this Agreement. PROJECT MANAGER shall require any party with whom it contracts, including but not limited to, any contractors or subcontractors, to include an indemnification clause indemnifying the CITY. Said indemnification shall be identical to the language of this indemnification clause with respect to indemnification of the CITY.

20. INSURANCE

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The PROJECT MANAGER shall procure and keep in force for the length of time specified in the following sections, at PROJECT MANAGER's own cost and expense, the following policies of insurance with companies doing business in California and which are acceptable to CITY. PROJECT MANAGER upon request shall provide CITY with copies of all insurance policies. PROJECT MANAGER shall, "pending acceptance" of insurance, supply and furnish CITY with certificates showing such insurance policies are in force with the written undertaking of each insurer to give CITY thirty (30) days prior written notice of cancellation, termination or material change of such insurance coverage. The insurance shall at a minimum include:

- A. Worker's Compensation insurance as required by the laws of the State of California during the term of this Agreement. The policy may include Employees Liability coverage with limits not less than \$1,000,000. Each contractor, subcontractor and/or sub-subcontractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Each subcontractor and/or sub-subcontractor shall comply with the provisions of section 3700 of the Labor Code before commencing the performance of the work under this Agreement.
  
- B. Commercial General Liability insurance, including but not limited to, Personal Injury, Broad Form Property Damage, Contractual (as needed) Products and Completed Operations or Owners and subcontractor Protective Liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof. The policy shall be endorsed to include the following:
  - 1) The CITY, its Councilmembers, directors, officers, agents and employees as additional insureds.
  - 2) That coverage afforded on behalf of the CITY shall be primary insurance and any other insurance available to the CITY under any other policies shall be excess over the insurance required hereby.
  - 3) Limits of liability:
    - Bodily Injury - \$500,000 minimum
    - Property Damage - \$250,000 minimum
    - Combined Single Limit Per Claim or Occurrence - \$500,000 minimum
    - Personal Injury - \$500,000 minimum
  - 4) If the policy is a "claims made" type policy, then the following should be included as endorsements:
    - a) The retroactive date shall be the effective date of this Agreement or a prior date.



- b) The extended reporting or discovery period shall not be less than thirty-six (36) months.

C. **PROJECT MANAGER shall obtain insurance coverage prior to beginning any work.**

- D. Automobile Liability insurance, including all owned, non-owned and hired automobiles with the following minimum Bodily Injury and Property Damage - \$500,000 Combined Single Limit. The policy shall be endorsed to include the following:

The City, its Councilmembers, directors, officers, agents and employees, as additional insured as respects the use of owned, non-owned and hired automobiles by the subcontractor and/or sub-subcontractors, officers, employees and agents in the performance of this contract.

- E. Errors and Omissions/Professional Services Liability insurance in the amount of: N/A.
- F. Notification of cancellation, which at a minimum requires insurer's notification of the CITY in writing within thirty (30) days of the expiration of any "claims made" insurance, General Liability or Errors and Omissions insurance policy, which is canceled or the subcontractor and/or sub-subcontractor does not renew. The subcontractor and/or sub-subcontractor further agrees to comply with all the policy terms and conditions, obtain a timely quote for the extended reporting or discovery period and promptly pay the full premium required to purchase the required extended reporting or discovery periods as required by this Agreement.

21. CITY'S ASSUMPTION OF INSURANCE COSTS

In the case of the breach of any of the insurance provisions of this Agreement, CITY may, at CITY option, take out and maintain at the expense of PROJECT MANAGER, such liability and worker's compensation insurance in the name of the PROJECT MANAGER as CITY may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to PROJECT MANAGER under this Agreement.

**22. POLITICAL PROHIBITION**

Monies paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, State or local government.

**23. RELIGIOUS PROHIBITION**

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

**24. CONFLICT OF INTEREST**

The following protections against conflict of interest will be upheld:

- A. PROJECT MANAGER certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- B. PROJECT MANAGER certifies that no member, officer, or employee of the CITY or its designees or agents, and no other public official of the CITY who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- C. PROJECT MANAGER certifies that no one who has any financial interest in this Agreement or receives compensation for services from PROJECT MANAGER is related by blood or marriage within the third degree to the Mayor or any one or more of the members of the City Council, the CITY, City Manager, or the head of the department to which these services are to be provided pursuant to this Agreement.
- D. PROJECT MANAGER shall incorporate, or cause to be incorporated, in all subagreements for work to be performed under this agreement a provision prohibiting such interests pursuant to the purposes of this section.

**25. ASSIGNMENT**

PROJECT MANAGER shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the CITY and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.



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**32. TAXES**

PROJECT MANAGER shall promptly provide CITY with PROJECT MANAGER's Tax Identification Number and agree to promptly pay all duly imposed taxes, including but not limited to, any payroll taxes and business license taxes.

**33. SIGNS AND INTERPRETIVE AIDS**

At the initiation of the Measure K project, at least one temporary sign acknowledging Measure K bond assistance shall be located on or near the project site, to the extent feasible. This sign may indicate the percentage and dollar amount financed by Measure K and non-Measure K funds. Project signs shall remain installed until the completion of the Measure K project.

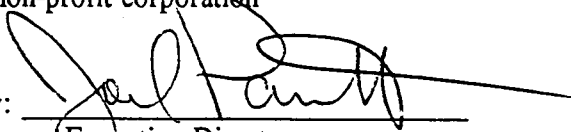
The costs of the required project sign are an allowable project expense for Measure K funding. Project staff within OPR shall provide assistance in developing the temporary sign display information.

**34. CONDITION PRECEDENT**

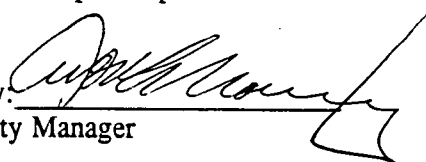
The passage by the Oakland City Council of a resolution approving this Agreement is a condition precedent to this Agreement.

IN WITNESS WHEREOF, the CITY and the PROJECT MANAGER have executed this Agreement as of the date first above written.

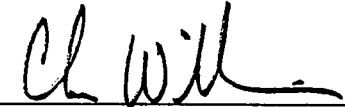
East Bay Zoological Society,  
a non-profit corporation

By:   
Executive Director  
Business License No. \_\_\_\_\_


THE CITY OF OAKLAND,  
a municipal corporation

By:   
City Manager

DEPARTMENTAL APPROVAL:

By:   
Office of Parks and Recreation

APPROVED AS TO FORM AND LEGALITY:

By:   
Office of the City Attorney

**THE OAKLAND ZOO PROJECTS**

<u>Item</u>		<u>Amount</u>
Administration Office	\$390,000	
Zoo Entrance	180,000	
Dining area	150,000	
African Savanna/African Village	658,000	
Sun Bear Rainforest	250,000	
California 1820 Planning/design	32,000	
Asphalt repairs, pathways	42,000	
Plumbing, sewer, fencing improvements	45,000	
Signage improvements	35,000	
Maintenance building	120,000	
Lower park irrigation	38,000	
Restroom improvements (ADA)	60,000	
Contingency ((1.5%))	30,000	
	<hr/>	
<b>PROJECT TOTAL</b>	<b>\$2,030,000</b>	

**Details of Proposed Project Work**

1. **Administration Building.** Construct a new 3,400 square foot Administrative Office building for the Oakland Zoo including a new facility, telephone system, new central security system, reception area, development, public relations, accounting, conference room, executive offices, restrooms, and parking.
2. **Zoo Entrance.** Construct a new zoo entrance including the removal of the existing entrance breezeway roof and replacing this with an elevated, glass aboretum-style cover. The next facade will improve the general appearance and will contain new cash control facilities, admission ticket sales windows and a membership sales area.
3. **Dining Area.** Expand the current kitchen facility and construct a small, indoor dining area adjacent to the existing main, outdoor dining area. The new addition will add 700 square feet to the existing 1,500 square foot dining area.
4. **African Savannah/African Village.** Install a new visitor pathway adjacent to the existing African Elephant exhibit which will wind past eleven new animal exhibits through a small area of visitor services including restrooms, a rest area, a concession stand, and cultural display center. The new animal exhibits will include six mammal and bird species and three reptile species. Fencing, screening, landscaping, and irrigation will be part of this project.
5. **Sun Bear Rainforest.** Construct a sun bear nighthours, nine foot retaining wall, climbing structure, landscaping, and rockwork in the ravine adjacent to the meadow.
6. **California 1820 Planning/Design.** Complete conceptual design, soils testing, seismic evaluations, environmental studies, infrastructure design, and site utilities for an early California exhibit.
7. **Asphalt Repairs/Handicapped Accessible Pathways.** Continue with the installation of improvements to various asphalt visitor pathways including required disabled access.
8. **Plumbing, sewer, roof repairs/improvement, fencing improvements, tree removal.** Install major repairs and update infrastructure including plumbing, sewer, roof and fencing improvements. Remove dangerous trees which could potentially endanger the visiting public.
9. **Signage Improvements.** Provide additional, educational graphics for various exhibits and additional traffic and pedestrian directional signs in conformance with the Zoo's master art plan.
10. **Maintenance Building.** Construct a new maintenance shop for mechanics, carpentry, grounds department vehicles in the existing materials yard area.
11. **Lower Park Irrigation.** Design and install a lawn irrigation system including four heads per valve and automatic irrigation controls for the remaining, large lawn in the lower park.
12. **Restroom Improvements (ADA).** Redesign and remodel the interior of four restrooms in the lower parks to make them accessible to the disabled. The remodeling will include upgrading fixtures and repairing various plumbing problems.

File No. \_\_\_\_\_

**Agreement**

WITH THE  
**City Council**  
OF  
**Oakland, California**

MASTER AGREEMENT BETWEEN CITY OF OAKLAND  
FOR AND THE EAST BAY ZOOLOGICAL SOCIETY  
FOR THE OAKLAND ZOO PROJECTS

Dated October 4, 1994

Filed \_\_\_\_\_

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Accounting Dept. No. \_\_\_\_\_