

*Central*

CITY OF OAKLAND  
Interoffice Letter

To: East Bay Zoological Society      Attention: Philip Arca      Date: February 4, 1992  
From: Monika Hudson *MH*  
Subject: Revised Master Agreement

The City Attorney's Office has completed its initial review of the proposed master agreements between the City of Oakland and the community organizations who will be responsible for implementing various Measure K projects. The first of these agreements (for the Dunsmuir House & Gardens Master Plan) is scheduled for City Council Committee review and approval on February 4, 1992.

Our assigned City Attorney, Margaret Fujioka, will now be reviewing your master agreement. I anticipate that this will take another four to six weeks. Margaret is trying to develop "pro-forma" contracts, however, since each organization has different project roles and responsibilities, there will be some variations among all of the agreements. This means that it will take time to finalize the documents, although I believe that we are moving closer to the end of this process.

I have developed a revised master agreement for you, incorporating the latest language contained in the Dunsmuir House agreement. Please take a moment to review this contract and compare it to the original draft to note any changes. For the most part, the changes are minor (you will be referred to as a "Project Manager" rather than "Contractor"); however, some of the changes are significant (the Affirmative Action and indemnification statements are more comprehensive).

I understand that your attorney will be reviewing this document. Please feel free to give me a call during working hours at (510) 238-3791, if either of you have any questions. Thanks for your help and patience with this process.

cc: Margaret Fujioka, Cleve Williams, Measure K Technical Team

**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 \_\_\_\_\_ day of \_\_\_\_\_ 1992 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; educational and informational signage; facilities; general picnic areas; 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 \$1,000,000 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 (Siamang Island, Giraffe, Sun Bear, Phase 3 Primates, and Hamadryas Baboon); signage improvements to various exhibits and the main park entrance; facility improvements including work on the Snow Building, education center, administrative offices, gift shop, veterinary hospital, and lower park restrooms; picnic area improvements; and grounds and maintenance improvements including park irrigation, the installation/replacement of pathway railings, and sewer projects. 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 April 1, 1994 with funds provided through the Measure K Bond Issue. A draft architectural rendering of the proposed PROJECT is attached hereto as Exhibit "C" and incorporated herein by reference. 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.

regulations.

With funds provided through the Measure K Bond Issue, the Oakland Zoo Projects shall be completed by April 1, 1994.

- 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. CONTRACTOR 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).

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 April 1, 1994.

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 one million dollars (\$1,000,000). Any costs above this amount necessary for the completion of the work

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Between the City of Oakland and  
The East Bay Zoological Society  
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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 by 10 percent of the indicated figure, 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 \$ \_\_\_\_\_ for estimated expenses to be used for the CONTRACTOR'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. CONTRACTOR 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

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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. SOUTH AFRICA ORDINANCE (CITY OF OAKLAND ORDINANCE NO. 10893 C.M.S.)

PROJECT MANAGER shall execute affidavits to comply with Ordinance No. 10893 C.M.S. that certify that PROJECT MANAGER shall forego any contractual relations to provide professional services to:

- A. The government of South Africa or the government of Namibia;
- B. Any business or corporation organized under the laws of South Africa or Namibia;
- C. Any business or corporation for the express purpose of assisting in operations in or trading with any public or private entity located in South Africa or Namibia.

19. 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. Contractor acknowledges that with funds from a public bond issue, all records related to expenditures are subject to public review.

20. 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.

21. INSURANCE

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.

22. 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.

23. 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.

24. RELIGIOUS PROHIBITION

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

25. 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.

26. 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.

27. ATTORNEY'S FEES

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action from the losing party.

28. BUSINESS TAX CERTIFICATE

The PROJECT MANAGER shall obtain and provide proof of a valid CITY business tax certificate. Said business tax certificate will be valid prior to and to the conclusion of this Agreement.

29. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

30. NOTICES

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

CITY	City of Oakland 475 14th Street Oakland, CA 94612 ATTN: Henry Gardner, City Manager
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PROJECT MANAGER	East Bay Zoological Society P.O. Box 5238 9777 Golf Links Road Oakland, CA 94605 ATTN: Dr. Joel Parrott Executive Director
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31. MODIFICATION

This Agreement may be modified by written Agreement of all the parties.

32. DESIGNATED REPRESENTATIVE

The City Manager or his designated representative shall be the person who will represent CITY in all liaisons with PROJECT MANAGER. The following individuals will be responsible for representing the PROJECT MANAGER in all communications with CITY and/or others designated by the City Manager: Dr. Joel Parrott; Philip Arca, Assistant Director

33. 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.

34. 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.

35. 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

THE CITY OF OAKLAND,  
a municipal corporation

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

By: \_\_\_\_\_  
City Manager

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Office of Parks and Recreation

By: \_\_\_\_\_  
Office of the City Attorney

Exhibit "A"

These budgets were prepared by the East Bay Zoological Society staff and do not contain required Public Art designations, etc. The unadjusted budgets have been included as an attachment to the draft master agreement for information purposes only; they will be revised per discussions with Oakland Zoo staff - February 4, 1992

**THE OAKLAND ZOO PROJECTS**

<u>Item</u>	<u>Amount</u>
Public Art Assistance	\$15,000
City Related Costs	35,000
Staff Support Expenses	
Project Management	
Testing	
Permits	
Fencing	
Demolition	
Contractual Services Award	
<b>PROJECT TOTAL:</b>	<b>\$2,221,750</b>
Measure K Contribution:	\$1,000,000
Organization Contribution:	\$1,221,750

**Details of Proposed Project Work**

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12. **Gift Shop Upgrade.** Remove interior walls; install new plate glass windows, new signage, new floor surfaces, and new shelves; and paint the present education classroom and docent office upon the completion of the Education Center.
13. **Veterinary Hospital Improvements.** Construct additional holding areas for sick and quarantined animals, remodel surgery room, remodel storage room for nursery/incubation use, and relocate employee locker room.
14. **Park Irrigation.** Install new irrigation lines into the existing EBMUD water lines for the lower park area private and group picnic areas.
15. **Pathway Railings.** Install new railing to delineate the public pathways adjacent to the elephant and lion exhibits, the skyride, and rides area.
16. **Sewer Lines.** Replace portions of the sanitary and storm sewers which have been invaded by tree roots.
17. **Lower Park Restrooms.** Redesign, upgrade fixtures, and repair plumbing problems in the lower park restrooms.

Details of Proposed Project Work

1. **Siamong Island.** Remove existing pond, railing, planting and old nighthouse for flamingos; construct ~~concrete block nighthouse~~ and 12 foot moat around siamang gibbons' island; install appropriate rockwork, mudbank, and landscaping.
2. **Hamadryas Baboon Improvements.** Remove existing nighthouse wood facade and replace with granite artificial cliff-face.
3. **Environmental Education Center.** Design new 6,500 square foot education center including two classrooms, a seventy seat auditorium, docent library, education offices, animal care area, recycling demonstration area, an ecology garden, and parking space.
4. **Snow Building Improvements.** Replace roof, install landscaping, paint, and do minor miscellaneous repair work.
5. **Giraffe Exhibit Repairs.** Replace existing dry rotted roof on giraffe barn, construct giraffe loading chute and restraint device, repair leaks in the waterfall and moat; acquire giraffes and other plants and animals appropriate for this exhibit.
6. **Phase 3 Primates.** Remove three monkey cages, associated concrete and asphalt; construct a large lightweight wire mesh enclosure, landscaping, and rockwork to cover the existing nighthouse facility; add new graphics; replace old nighthouse electric heaters with new gas heaters; acquire plants and animals appropriate for this exhibit.
7. **Sun Bear Improvements.** Renovate two old concrete bowl enclosures which currently house the African lions and Sun Bears with additional rockwork, landscaping, an artificial tree, and reinforced barrier; acquire plants and animals appropriate for this exhibit.
8. **Signage Improvements.** Provide additional education graphics for various exhibits along with additional traffic and pedestrian use directional signs.
9. **Picnic Area Improvements.** Repair existing plumbing, asphalt, barbeque pits, and resurface the picnic tables in the large group picnic areas in lower Knowland Park.
10. **Main Park Entrance.** Widen, lengthen, and improve the main entrance in conformance with the details included in the Oakland Zoo/Knowland Park Master Plan including grading and installing a new retaining wall, new asphalt, construction of new entry kiosks, and appropriate landscaping.
11. **Administrative Office Expansion.** Purchase a portable office which will be placed adjacent to the existing portable administrative offices and install interior finishings, restrooms, and a kitchen facility in the Talbot House.



The Oakland Zoo		
Slamang Island		
Project Budget Summary		
Date of Update:	6/6/91	
	Measure K Bond Allocation	\$270,000
	Other Funding	\$79,100
Item	Budget Estimate	
Design		
Struct Eng	\$4,500.00	
Subtotal Design	\$4,500.00	
Testing	\$2,600.00	
Permit	\$2,800.00	
Fencing	\$4,500.00	
Demolition	\$10,000.00	
Grading	\$8,000.00	
Railing	\$5,200.00	
Sanitary Sewer	\$4,000.00	
Water	\$3,500.00	
Water Filtration	\$8,500.00	
Electrical	\$4,500.00	
Rockwork	\$140,000.00	
Moat	\$60,000.00	
Nighthouse	\$28,000.00	
Interior Caging	\$10,000.00	
Landscape Irrigation	\$12,000.00	
Signage	\$14,000.00	
Miscellaneous	\$0.00	
Project Contingency	\$27,000.00	
Total	\$349,100.00	

<b>The Oakland Zoo</b>		
<b>Hamadryas Baboon Improvements</b>		
<b>Project Budget Summary</b>		
Date of Update: 6/6/91		
	<b>Measure K Allocation</b>	<b>\$35,000</b>
	<b>Other Funding</b>	<b>\$0</b>
	<b>Budget Estimate</b>	
<u>Item</u>		
Rockwork Construction	\$18,000	
Supplies	\$12,000	
Force Labor	\$1,500	
Contingency @ 10%	\$3,500	
<b>Total</b>	<b>\$35,000</b>	

The Oakland Zoo	
Environmental Education Center	
Project Budget Summary	
Date of Update	12/6/91
Measure K Bond Allocation	\$110,000
Other Funding	\$1,071,500
Item	Budget Estimate
<b>Design</b>	
Architect	
Civil Eng	
Struct Eng	
Struct Eng	
Subtotal Design	\$86,000.00
Testing	\$0.00
Permit	\$0.00
Site Utilities	\$30,000.00
Retaining Walls	\$40,000.00
Excavation	\$10,000.00
Compaction	\$45,000.00
Building	\$592,000.00
Rooted Area	\$45,000.00
Landscaping	\$40,000.00
Walking Area	\$20,000.00
Fencing	\$15,000.00
Driveway	\$25,000.00
Parking Area	\$15,000.00
Alarm System	\$10,000.00
Signage	\$0.00
Miscellaneous	\$0.00
Contractor Markup	\$71,000.00
FF&E	\$50,000.00
Project Contingency	\$87,500.00
<b>Total</b>	<b>\$1,181,500.00</b>

<b>The Oakland Zoo</b>		
<b>Snow Building Improvements</b>		
<b>Project Budget Summary</b>		
Date of Update	6/6/91	
<b>Measure K Bond Allocation</b>		<b>\$35,000</b>
<b>Other Funding</b>		<b>\$0</b>
<b>Item</b>	<b>Budget Estimate</b>	
Replace Roof	\$15,000	
Restroom Repairs	\$7,500	
Floor Linoleum	\$3,500	
Landscaping/Irrigation	\$6,200	
Painting	\$1,200	
Miscellaneous Repairs	\$1,600	
<b>Total</b>	<b>\$35,000</b>	

<b>The Oakland Zoo</b>	
<b>Giraffe Exhibit Repairs</b>	
<b>Project Budget Summary</b>	
Date of Update: 12/6/91	
<b>Measure K Allocation:</b>	<b>\$45,000</b>
<b>Other Funding:</b>	<b>\$0</b>
	<b>Budget Estimate</b>
<b>Item</b>	
New Roof for Nighthouses	\$9,500
Loading Chute	\$10,500
Repair/Remodel Moat	\$25,000
<b>Total</b>	<b>\$45,000</b>

<b>The Oakland Zoo</b>		
<b>Phase III Primates</b>		
<b>Project Budget Summary</b>		
Date of Update	6/6/91	
Measure AA Bond Allocation	\$105,000	
Other Funding	\$78,700	
<b>Item</b>	<b>Budget Estimate</b>	
<b>Design</b>		
Struct Eng	\$2,400.00	
Subtotal Design	\$2,400.00	
Permit	\$1,600.00	
Grading	\$3,500.00	
Sanitary Sewer	\$2,600.00	
Water	\$2,400.00	
Electrical	\$3,200.00	
Wire Mesh Structure	\$85,000.00	
Rockwork	\$45,000.00	
Landscape Irrigation	\$12,000.00	
Signage	\$10,000.00	
Miscellaneous	\$0.00	
Project Contingency	\$16,000.00	
<b>Total</b>	<b>\$183,700.00</b>	

<b>The Oakland Zoo</b>		
<b>Sun Bear Improvements</b>		
<b>Project Budget Summary</b>		
Date of Update: 6/6/91		
	<b>Measure K Allocation</b>	<b>\$14,000</b>
	<b>Other Funding</b>	<b>\$0</b>
	<b>Budget Estimate</b>	
<u>Item</u>		
Exhibit Barrier	\$8,500	
Landscape Materials	\$1,600	
Equipment Rental	\$2,400	
Force Labor	\$1,500	
<b>Total</b>	<b>\$14,000</b>	

**The Oakland Zoo**

**Signage Improvements**

**Project Budget Summary**

Date of Update: 6/6/91

**Measure K Allocation**      **\$26,000**

**Other Funding**      **\$0**

**Budget Estimate**

Item

Elephant Exhibit Signage      \$16,000

Tiger Exhibit Signage      \$8,000

Directional Signage      \$2,000

Force Labor      \$0

**Total**      **\$26,000**



<b>The Oakland Zoo</b>		
<b>Picnic Area Improvements</b>		
<b>Project Budget Summary</b>		
Date of Update: 6/6/91		
	<b>Measure K Allocation</b>	<b>\$20,000</b>
	<b>Other Funding</b>	<b>\$0</b>
	<b>Budget Estimate</b>	
<u>Item</u>		
Construction Cost	\$15,800	
Supplies	\$2,200	
Force Labor	\$2,000	
<b>Total</b>	<b>\$20,000</b>	

<b>The Oakland Zoo</b>		
<b>Main Park Entrance</b>		
<b>Project Budget Summary</b>		
Date of Update:12/6/91		
	<b>Measure K Allocation</b>	<b>\$100,000</b>
	<b>Other Funding</b>	<b>\$53,900</b>
	<b>Budget Estimate</b>	
<u>Item</u>		
Architectural Fees	\$10,000	
Civil Engineering	\$3,500	
Structural Engineering	\$2,500	
Demolition	\$4,500	
Grading	\$12,000	
Paving/Striping	\$27,000	
Kiosks (2)	\$18,000	
Retaining Wall	\$15,000	
Landscape Irrigation	\$16,500	
Gates/Fencing	\$14,000	
Signage	\$3,600	
Alarm System	\$8,000	
Electrical	\$3,500	
Plumbing	\$2,000	
Contingency	\$13,800	
<b>Total</b>	<b>\$153,900</b>	

<b>The Oakland Zoo</b>		
<b>Administrative Office Expansion</b>		
<b>Project Budget Summary</b>		
Date of Update	12/6/91	
Measure K Bond Allocation	\$60,000	
Other Funding	\$33,550	
<b>Item</b>	<b>Budget Estimate</b>	
<b>Phase I</b>		
Modular Addition	\$40,000	
Subtotal	\$40,000	
<b>Phase II</b>		
<b>Talbot House Restoration</b>		
Bathrooms	\$20,000	
Kitchen Interior	\$8,500	
Carpeting	\$1,800	
Stairways	\$1,400	
Heating	\$8,500	
Electrical	\$850	
Fencing	\$3,500	
Landscape Irrigation	\$4,500	
Furnishings	\$4,500	
Subtotal	\$53,550	
<b>Total</b>	<b>\$93,550</b>	

<b>The Oakland Zoo</b>		
<b>Gift Shop Upgrade</b>		
<b>Project Budget Summary</b>		
Date of Update	6/6/91	
<b>Measure K Bond Allocation</b>		<b>\$40,000</b>
<b>Other Funding</b>		<b>\$10,000</b>
<b>Item</b>	<b>Budget Estimate</b>	
<b>Design</b>		
Architect	\$4,500.00	
Permit	\$800.00	
Internal Remodelling	\$20,700.00	
Alarm System	\$6,500.00	
Signage	\$3,500.00	
Miscellaneous	\$0.00	
Fin.. Furn.. Equipment	\$10,000.00	
Project Contingency	\$4,000.00	
<b>Total</b>	<b>\$50,000.00</b>	

The Oakland Zoo		
Vet Hospital Improvements		
Project Budget Summary		
Date of Update: 12/6/91		
	Measure K Allocation	\$20,000
	Other Funding	\$0
	<b>Budget Estimate</b>	
<u>Item</u>		
Remodelling	\$18,000	
Contingency	\$2,000	
	<b>Total</b>	<b>\$20,000</b>

The Oakland Zoo		
Park Irrigation		
Project Budget Summary		
Date of Update: 12/6/91		
	Measure K Allocation	\$47,000
	Other Funding	\$0
	<u>Budget Estimate</u>	
<u>Item</u>		
Equipment/Installation	\$45,000	
Contingency	\$2,000	
	Total	\$47,000

The Oakland Zoo

Path Railings

Project Budget Summary

Date of Update: 12/6/91

Measure K Allocation \$9,000

Other Funding \$0

Budget Estimate

Item

Equipment/Installation \$8,000

Contingency \$1,000

Total \$9,000

<b>The Oakland Zoo</b>		
<b>Sewer Projects</b>		
<b>Project Budget Summary</b>		
Date of Update: 12/6/91		
	<b>Measure K Allocation</b>	<b>\$15,000</b>
	<b>Other Funding</b>	<b>\$0</b>
	<b>Budget Estimate</b>	
<u>Item</u>		
Equipment/Installation	\$13,000	
Contingency	\$2,000	
	<b>Total</b>	<b>\$15,000</b>



The Oakland Zoo		
Lower Park Bathroom		
Project Budget Summary		
Date of Update: 12/6/91		
	Measure K Allocation	\$14,000
	Other Funding	\$0
	<u>Budget Estimate</u>	
<u>Item</u>		
Renovation	\$10,000	
Equipment	\$2,000	
Contingency	\$2,000	
	Total	\$14,000