

CITY OF OAKLAND
Interoffice Letter

To: Measure K Technical Team

Attention:

Date: January 13, 1992

From: Monika Hudson



Subject: Additional Master Agreements for Review

(Contract file) Attached are copies of the draft master agreements between the City of Oakland and the East Bay Zoological Society (Oakland Zoo projects) and the Oakland Chinatown Lions Club (Chinese Gardens project). Please review these documents and bring any questions you may have to the January 29, 1992 Technical Team meeting.

Thank you for your assistance in this matter.

DRAFT

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

This Agreement, made and entered into this _____ day of February 1992 by and between the City of Oakland, hereinafter called CITY and the East Bay Zoological Society, a California charitable nonprofit corporation, hereinafter called CONTRACTOR.

Now, therefore, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

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 be of benefit to 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 planning, development and construction of the PROJECT; and

WHEREAS, the CITY desires to retain the CONTRACTOR to plan, develop and construct the 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 CONTRACTOR 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. Construction is to be completed within the designated three year period with funds provided through the Measure K Bond Issue. A draft

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architectural rendering of the proposed PROJECT is attached hereto as Exhibit A 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.

- 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

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR from insuring such professional responsibility. It is CONTRACTOR'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.

4. TIME OF PERFORMANCE/TERM

All work required pursuant to this Agreement shall commence upon receipt of written notice to proceed from the CITY. The various capital improvement projects at the Oakland Zoo shall be completed not later than three (3) years from the date of this agreement.

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 ____, and specifically made a part hereof, shall not exceed \$1,000,000. Any costs above this amount necessary for the completion of the work to be performed under this agreement shall be the responsibility of the CONTRACTOR. Eligible costs include the general development costs of plans and specifications by CONTRACTOR, construction costs, and administrative services of CONTRACTOR in overseeing all phases of construction.

Any requested modification to the line items of the Budget attached as Exhibit ____ 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 __).

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, CONTRACTOR'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. CONTRACTOR'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 CONTRACTOR and not reported to the CITY within the 60-day period become the sole liability of the CONTRACTOR and the CITY is relieved of any and all responsibilities.

6. CONTRACTOR'S FINANCIAL CONTRIBUTION

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

7. WORKING FACILITIES

CONTRACTOR shall not be provided CITY working facilities.

8. PREPARATION OF DOCUMENTS AND OWNERSHIP

It is hereby understood that any and all documents pertaining to Oakland Zoo projects' development and construction, 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 CONTRACTOR to the CITY promptly at the CITY's request or at the termination of this Agreement, whichever is earlier.

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

9. FINANCIAL REQUIREMENTS

The CONTRACTOR shall be accountable to the CITY for all funds requested by and released to CONTRACTOR pursuant to this Agreement and the disbursement thereof. CONTRACTOR 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 maintained by qualified personnel and in a timely manner. All financial reports and schedules shall be prepared in accordance with generally accepted accounting principles and City reporting requirements.

10. INDEPENDENT CONTRACTOR

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, the CONTRACTOR shall be, and is, an independent consultant, and is not an agent or employee of the CITY. CONTRACTOR 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 CONTRACTOR in the performance of CONTRACTOR's services hereunder. CONTRACTOR 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 CONTRACTOR's own acts and those of CONTRACTOR's subordinates and employees.

11. PREVAILING WAGES

CONTRACTOR shall comply with the State of California's Labor Code provisions for wages paid to laborers and mechanics on public works. CONTRACTOR shall further comply with all other applicable provisions of said legislation. CONTRACTOR shall insert similar provisions in all subcontracts for work covered by this Agreement.

12. CONSTRUCTION DOCUMENTS

Prior to the solicitation of Requests for Qualification (RFQ) and/or public distribution and advertisement for bids for the construction work connected with the various Oakland Zoo projects, CONTRACTOR shall submit to CITY the final plans and specifications and the proposed construction contract for the work to be performed. These documents shall be subject to the review and approval of the CITY.

13. FIDELITY BOND REQUIREMENT

CONTRACTOR shall be required to provide fidelity bond coverage in an amount equal to 20 percent of the amount specified in this Agreement. The bond shall include the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until thirty (30) days after receipt by the City Manager of the City of Oakland of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a registered letter."

The premiums shall not be paid by CITY.

14. 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.*

15. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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

16. BROKERS

The CONTRACTOR warrants that CONTRACTOR has not employed or retained any broker, agent, company or person other than bona fide, full-time employees of the CONTRACTOR working solely for the CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR 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.

17. EQUAL EMPLOYMENT PRACTICES

CONTRACTOR 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 CONTRACTOR agrees as follows:

- A. The CONTRACTOR and CONTRACTOR's 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 physical handicap. The CONTRACTOR and CONTRACTOR's Subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment 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 CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- B. The CONTRACTOR and CONTRACTOR's Subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, 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), physical handicap, race, creed, color or national origin.
- C. If applicable, the CONTRACTOR will send to each labor union or representative of works with whom CONTRACTOR has a collective bargaining Agreement or contract or understanding, a notice advising the labor union or workers' representative of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's or CONTRACTOR's Subcontractor's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be rescinded or modified.

18. AFFIRMATIVE ACTION

CONTRACTOR shall comply with the City of Oakland's provisions and goals for the Professional Services Contract Program, the Minority and Women Business Enterprise

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Construction Program, and the Affirmative Action Provisions for Public Works Contracts. CONTRACTOR shall insert similar provisions in all subcontracts for work covered by this Agreement.

- A. The CONTRACTOR shall strive to fulfill the following goals for work covered by this Agreement:
- 1) Professional Services Contract Program: 40% minority business enterprise participation; 15% women business enterprise participation.
 - 2) Minority and Women Business Enterprise Construction Program: 30% minority business enterprise participation; 5% women business enterprise participation.
 - 3) Affirmative Action Provisions for Public Works Contracts: 50% minority participation; 6.9% female participation on a job-category (craft) by job-category (craft) basis. Opportunities for training and employment shall be given to residents of the City of Oakland.
- B. The CONTRACTOR shall complete all necessary forms included as Attachment "B", pages 6 through 9 of the CITY's Administrative Instruction on Professional Services Agreements as a part of its compliance procedure.
- C. Efforts of the CONTRACTOR to reach affirmative action goals are subject to monitoring. Failure to exhibit a good faith effort to reach the above stated goals may result in termination of this Agreement.

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

CONTRACTOR shall execute Affidavits to comply with Ordinance No. 10893 C.M.S. that certify that CONTRACTOR 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.

20. AUDIT AND INSPECTIONS

CONTRACTOR shall permit, at any time and as often as CITY deems necessary, the CITY and its authorized representatives to have access to CONTRACTOR'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. CONTRACTOR shall permit and facilitate observation and inspection of the work and records at CONTRACTOR'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.

21. INDEMNIFICATION

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the negligent performance of this Agreement.

22. INSURANCE

The CONTRACTOR shall procure and keep in force for the length of time specified in the following sections, at CONTRACTOR's own cost and expense, the following policies of insurance with companies doing business in California and which are acceptable to CITY. CONTRACTOR upon request shall provide CITY with copies of all insurance policies. CONTRACTOR 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 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

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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. CONTRACTOR shall obtain insurance coverage prior to beginning any work. CONTRACTOR shall obtain insurance within thirty (30) days of execution of this Agreement.
- 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 \$ _____.
- 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.

23. 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 CONTRACTOR, such liability and worker's compensation insurance in the name of the CONTRACTOR 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 CONTRACTOR under this Agreement.

24. 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.

25. RELIGIOUS PROHIBITION

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

26. CONFLICT OF INTEREST

The following protections against conflict of interest will be upheld:

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- A. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR certifies that no one who has any financial interest in this Agreement or receives compensation for services from CONTRACTOR 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. CONTRACTOR 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.

27. ASSIGNMENT

CONTRACTOR 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.

28. 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.

29. BUSINESS TAX CERTIFICATE

The CONTRACTOR 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.

30. GOVERNING LAW

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

31. 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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CONTRACTOR	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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32. MODIFICATION

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

33. DESIGNATED REPRESENTATIVE

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

34. TAXES

CONTRACTOR shall promptly provide CITY with CONTRACTOR'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.

35. 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.

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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.

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

DEPARTMENTAL APPROVAL:

THE CITY OF OAKLAND:

By: _____ By: _____
Office of Parks and Recreation City Manager

APPROVED AS TO FORM AND LEGALITY:

By: _____ By: _____
City Attorney Contractor
Business License # _____

10/18/91

MasterAg.

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.
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.
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.
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.
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.

Details of Proposed Project Work

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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.

The Oakland Zoo
Measure K - Series I Allocation
Overall Budget Summary 1991 - 1993
Version #3, 12/6/91

<u>Project</u>	<u>Bond Allocation</u>	<u>Other Funding</u>	<u>Total Budget</u>
SIAMANG ISLAND	\$270,000	\$79,100	\$349,100
HAMADRYAS BABOON IMPROVEMENTS	\$35,000	\$0	\$35,000
EDUCATION CENTER	\$110,000	\$1,071,500	\$1,181,500
SNOW BUILDING IMPROVEMENTS	\$35,000	\$0	\$35,000
GIRAFFE EXHIBIT REPAIRS	\$45,000	\$0	\$45,000
PHASE III PRIMATES	\$105,000	\$78,700	\$183,700
SUN BEAR IMPROVEMENTS	\$14,000	\$0	\$14,000
SIGNAGE IMPROVEMENTS			
ELEPHANT	\$16,000	\$0	\$16,000
TIGER	\$8,000	\$0	\$8,000
DIRECTIONAL	\$2,000	\$0	\$2,000
PICNIC AREA IMPROVEMENTS	\$20,000	\$0	\$20,000
MAIN PARK ENTRANCE	\$100,000	\$53,900	\$153,900
ADMINISTRATIVE OFFICE EXPANSION	\$60,000	\$33,550	\$93,550
GIFT SHOP UPGRADE	\$40,000	\$10,000	\$50,000
VETERINARY HOSPITAL IMPROVEMENTS	\$20,000	\$0	\$20,000
PARK IRRIGATION	\$47,000	\$0	\$47,000
PATHWAY RAILINGS	\$9,000	\$0	\$9,000
SEWER PROJECTS	\$15,000	\$0	\$15,000
LOWER PARK BATHROOMS	\$14,000	\$0	\$14,000
TOTAL	\$965,000	\$1,221,750	\$2,186,750

Total Funding Available Reduced by 3.5% for City Administration Fee
andated 1.5% for Public Art Included in Project Budget Estimates

