

**THIRD AMENDMENT TO
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND, THE REDEVELOPMENT AGENCY OF THE CITY
OF OAKLAND, AND JRDV URBAN INTERNATIONAL**

This Third Amendment to a Professional Services Agreement (the "Agreement") dated June 29, 2011, originally entered into by and between the City of Oakland (the "City"), the Redevelopment Agency of the City of Oakland (the "Redevelopment Agency"), and JRDV Urban International ("Contractor") is made and entered into by the City, the Oakland Redevelopment Successor Agency ("ORSA"), successor agency to the Redevelopment Agency under Health and Safety Code Section 34173, and Contractor, as of this 29 day of September, 2014.

RECITALS

A. The Agreement provided for the Contractor team to prepare a West Oakland Specific Plan and associated Environmental Impact Report.

B. ORSA assumed all assets and contracts of the Redevelopment Agency pursuant to California Health and Safety Code Section 34175(b) upon Redevelopment Agency dissolution. This includes the Agreement.


C. The City and ORSA have outstanding contractual obligations under the terms of the Cooperative Agreement with the Federal Highway Administration entered into on March 9, 2011 for the \$2.0 million Oakland Army Base/West Oakland TIGER II Grant to, among other things, complete the West Oakland Specific Plan and associated Environmental Impact Report. In order to meet these obligations, the parties need to provide for additional funds to complete the required work.

D. The parties desire to amend the Agreement to modify the Scope of Services, and increase the total compensation amount from **\$763,420 to \$800,000**

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS,

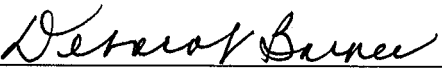
1. The Total Compensation Amount is hereby increased from **\$763,420 to \$800,000**.
2. Contractor shall complete the Revised Scope of Services set forth in **Schedule A**, attached to this Third Amendment and incorporated herein by reference.
3. All other provisions of the Agreement not modified by this Third Amendment shall remain in full force and effect between the parties.

JRDV URBAN INTERNATIONAL

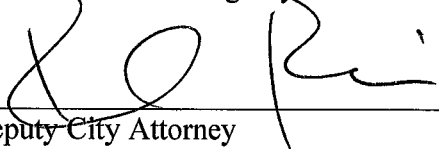
By: 
Morten Jensen

Its: PRESIDENT

CITY OF OAKLAND,
a municipal corporation

By: 
City Administrator

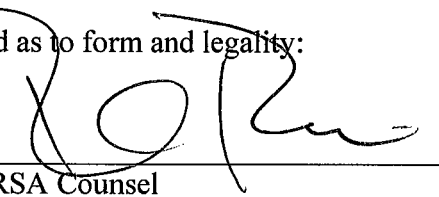
Approved as to form and legality:

By: 
Deputy City Attorney

OAKLAND REDEVELOPMENT SUCCESSOR AGENCY,
successor agency to the Redevelopment Agency under Health and Safety Code Section 34173

By: 
ORSA Administrator

Approved as to form and legality:

By: 
ORSA Counsel

Schedule A

Revised Scope of Services

September 2014

This Amendment # 3 includes additional services by JRDV to incorporate changes from the final plan certification and adoption hearings for the West Oakland Specific Plan (WOSP), and payment for work required for the adoption of the WOSP and associated EIR previously completed but not part of the Scope of Work through Amendment #2.

This amendment assumes that the work will be completed as soon as possible but no later than December 2014.

The costs for each revised Scope of Services items is as follows:

1. Final Edits to Adopted Plan		\$9,000.00
2. Compensation for Work Previously Completed		\$27,580.00
a. Additional Data Collection and Analysis	\$ 2,080	
b. Additional Coordination and Meeting with City Staff, other consultants and community	\$12,500	
c. Additional Draft Plan and EIR Production	\$ 8,000	
d. Additional Final Plan and EIR Production	\$ 5,000	
TOTAL		\$36,580.00



September 29, 2014

City of Oakland
250 Frank Ogawa Plaza, Ste. 3315
Oakland, CA 94612
Attn: Elois Thornton

West Oakland Specific Plan
Scope Amendment #3
117-902 WOSP

Dear Elois,
Pursuant to our prior discussions, JRDV is submitting this scope amendment to complete work on the West Oakland Specific Plan (WOSP). The amendment includes additional services required on the project to incorporate changes from the final plan certification and adoption hearings, and payment for work previously completed.

This amendment assumes that the work will be completed as soon as possible and that the current December 2014 will be amended to the date when work is completed. The costs for each of the amended scope items above is as follows:

1. Final Edits to Adopted Plan	\$9,000.00
2. Additional Data Collection and Analysis	\$2,080.00
3. Additional Coordination and Meetings with City Staff, other consultants and community	\$12,500.00
4. Additional Draft Plan and EIR Production	\$8,000.00
5. <u>Additional Final Plan and EIR Production</u>	<u>\$5,000.00</u>

TOTAL	\$36,580.00
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JRDV Architects

The Cathedral Building
Broadway and Telegraph
P.O. Box 70126
Oakland, CA 94612
USA
+1 510 295 4392 T
+1 510 380 4686

Please contact me if you have any questions.

Sincerely,

JRDV Architects, Inc.

A handwritten signature in black ink, appearing to read "Art Clark".

Art Clark
Project Manager

www.jrdv.com

Acord**CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)
2/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

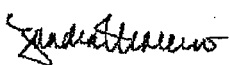
PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 Lic. #OF06675	CONTACT NAME: Sherry Young PHONE (A/C, No, Ext): 949.242.9240 FAX (A/C, No): 949.596.0866 EMAIL ADDRESS: syoung@risk-strategies.com																					
INSURED JRDV Architects, Inc. P.O. Box 70126 Oakland, CA 94612	<table border="1"> <thead> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hanover Insurance Company</td><td>22292</td></tr> <tr> <td>INSURER B:</td><td>Hanover American Insurance Co</td><td>30937</td></tr> <tr> <td>INSURER C:</td><td>Beazley Insurance Company</td><td>37540</td></tr> <tr> <td>INSURER D:</td><td>Allmerica Financial Benefit Ins.</td><td>41840</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance Company	22292	INSURER B:	Hanover American Insurance Co	30937	INSURER C:	Beazley Insurance Company	37540	INSURER D:	Allmerica Financial Benefit Ins.	41840	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL L LIABILITY	X		ZHF931896002	10/29/13	10/29/14	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$2,000,000
D	AUTOMOBILE LIABILITY			AWFA02352000	06/06/13	06/06/14	GENERAL AGGREGATE \$4,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COM/OP AGG \$4,000,000
	ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
A	UMBRELLA LIAB	X		UHF990177901	10/29/13	10/29/14	
	EXCESS LIAB						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WZF925515003	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory In N.H.)						BODILY INJURY (Per person) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	Professional Liability			V15JVG130601	01/11/14	01/11/15	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Projects as on file with the insured. The Oakland Redevelopment Successor Agency, the City of Oakland, and their respective Councilmembers, officers, directors, employees, agents, and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation in favor of the City of Oakland applies to the work comp policy-see attached endorsements. Professional liability Retro Date: 3/23/2013.

CERTIFICATE HOLDER City of Oakland Office of Neighborhood Investment Attn: Hui-Chang Li 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Sandi Moreno/RSC
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ACORD 25 (2010/05)

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0778 (09 09) CALIFORNIA COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An Insured, Paragraph 4 is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance is an insured, but only with respect to:
 - (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
 - (2) Premises you own, rent, lease or occupy.This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.
- b. This provision does not apply:
 - (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
 - (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
 - (3) To any person or organization included as an insured under item 2 of this endorsement
 - (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
 - (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per Location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations owned by or rented to you."
- (2) Under Section V - Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503 (05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

• Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II - Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional Insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) All of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• **Separation of Insured's**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• **Waiver of Subrogation**

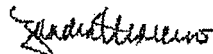
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Persons or organizations with whom you have a written contract executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery
--

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

Name Insured: JRDV Architects, Inc.

Policy NO. ZHF931896002

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CA


This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.

This endorsement effective on 10/1/2013 at 12:01 am standard times forms a part of Policy No. WZF925515003

of the Hanover American Insurance Company

issued to: JRDV Architects, Inc.

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description: Projects as on file with the insured

To be completed by City Representative prior to distribution to Contractor

Department Neighborhood Investment Contract/Proposal Name West Oakland Specific Plan and EIR

Street Address 1615 BROADWAY, 6TH FLR City OAKLAND State CA Zip 94612

PRESIDENT
Position

Date Entered on Contractor Database: ____/____/____ By _____