



INTER OFFICE MEMORANDUM

TO City Clerk

FROM Renee Domingo, Office
Emergency Services

SUBJECT

DATE March 7, 2012

Amendment No 2 to the Agreement between the City of Oakland and Science Applications International Corporation

Approval

Date

Please see attached original Amendment No 2 to the Agreement between the City of Oakland and Science Applications International Corporation for your files

Thank you

Respectfully submitted,

RENEE A DOMINGO
Director, Emergency Services
And Homeland Security

For questions please contact Eileen Ogata, Office Manager at 238-4764

Attachment Agreement

Cc Dawn Jenkins, OFD (copy of Agreement)
OES File

12 MAR 13 PM 3:28

OAKLAND

Amendment No 2 to the Agreement Between the City of Oakland and Science Applications International Corporation

This Amendment No 2 dated November 1, 2011 amends the original agreement dated March 21, 2011 and Amendment No 1 dated June 30, 2011, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter "City"), and Science Applications International Corporation (hereinafter SAIC or "Contractor") to extend time for performance to complete additional deliverables as well as increase contract costs

The original agreement is amended as follows

1 Time For Performance

The time for performance of the contract work is extended from November 1, 2011 to March 23, 2012

2 Scope of Services

Contractor agrees to provide or continue to provide services required in the original contract described in the original Scope of Services, Schedule A Contractor agrees to provide or continue to provide services required in this amendment described in the attached Scope of Services, Schedule A

3 Compensation

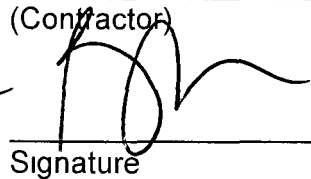
Contractor agrees to perform the services specified in the original Scope of Services (Schedule A) and will be paid based on actual costs, in an amount not to exceed one hundred fifty thousand dollars (\$150,000 00) for those services Additionally, Contractor agrees to perform the services specified in the Scope of Services (Schedule B) of this Amendment No 2, dated November 1, 2011 and will be paid based on actual costs, in an amount not to exceed twenty-five thousand dollars (\$25,000) for these services, for a total combined contract amount not to exceed one hundred seventy-five thousand dollars (\$175,000 00) over the entire contract period

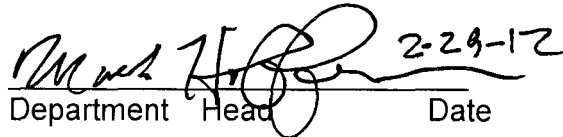
All other terms and conditions of the original agreement, except for those modified by Amendments No 1 and No 2, shall remain unchanged and in full force and effect

CITY OF OAKLAND,
a municipal corporation

SAIC
(Contractor)

 3/05/12
City Administrator's Office Date

 2/22/2012
Signature Date

 2-29-12
Department Head Date

Betty Kamara
Print Name
Contract Administrator
Title

Resolution No 82936

Account No _____

Business License No 2233118

Approved for form and legality

 2/23/12
City Attorney's Office Date

Amendment No 2 to the Agreement Between the City of Oakland and Science Applications International Corporation

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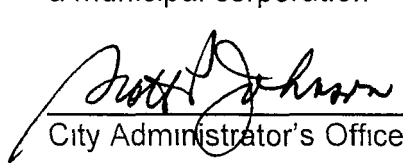
Contractor agrees to provide or continue to provide services required in the original contract described in the original Scope of Services, Schedule A Contractor agrees to provide or continue to provide services required in this amendment described in the attached Scope of Services, Schedule A

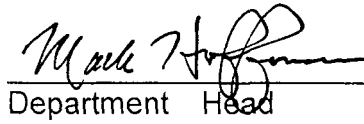
3 Compensation

Contractor agrees to perform the services specified in the original Scope of Services (Schedule A) and will be paid based on actual costs, in an amount not to exceed one hundred fifty thousand dollars (\$150,000 00) for those services Additionally Contractor agrees to perform the services specified in the Scope of Services (Schedule B) of this Amendment No 2, dated November 1, 2011 and will be paid based on actual costs, in an amount not to exceed twenty-five thousand dollars (\$25,000) for these services, for a total combined contract amount not to exceed one hundred seventy-five thousand dollars (\$175,000 00) over the entire contract period

All other terms and conditions of the original agreement, except for those modified by Amendments No 1 and No 2, shall remain unchanged and in full force and effect

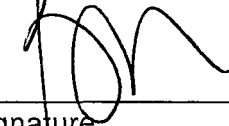
CITY OF OAKLAND,
a municipal corporation

 3/05/12
City Administrator's Office Date

 2-29-12
Department Head Date

SAIC

(Contractor)

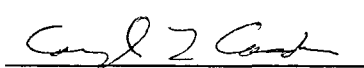
 2/22/2012
Signature Date
Betty Kamara
Print Name
Contract Administrator
Title

Resolution No 82936

Account No _____

Business License No 2233118

Approved for form and legality

 2/23/12
City Attorney's Office Date

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

FILE NUMBER	C1090309
REGISTRATION DATE	09/16/1981
TYPE	FOREIGN CORPORATION
JURISDICTION	DELAWARE
STATUS	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California

No information is available from this office regarding the financial
condition, business activities or practices of the entity



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 15, 2011

Debra Bowen

DEBRA BOWEN
Secretary of State

THIS DOCUMENT HAS A TRUE LOGO CHECK WATER MARK AND VISIBLE FIBER SO IT CAN BE IDENTIFIED FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**

2233118

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance law or regulation of the State of California or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A of the O M C you are allowed a renewal grace period until March 1st the following year.

SCIENCE APPLICATIONS INTERNATIONAL CORP

EXPIRATION DATE

12/31/2011

BUSINESS LOCATION

1000 BROADWAY STE 675

OAKLAND, CA 94607 4070

BUSINESS TYPE

F

Professional/Semi Professional



NAME

SAIC

MAILING ADDRESS

10260 CAMPUS POINT DR # A3

SAN DIEGO CA 92121 1522



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBER UNDER UV LIGHT

Schedule- A- SAIC Amendment #2

Infrastructure Damage Assessment

Purpose

This document describes the scope of work that SAIC will complete to develop the Oakland Infrastructure Damage Assessment Application based upon the Crowd Map software provided by the Ushahidi Web site

Cost \$21,000

Time extension – March 23, 2012

Scope of Work

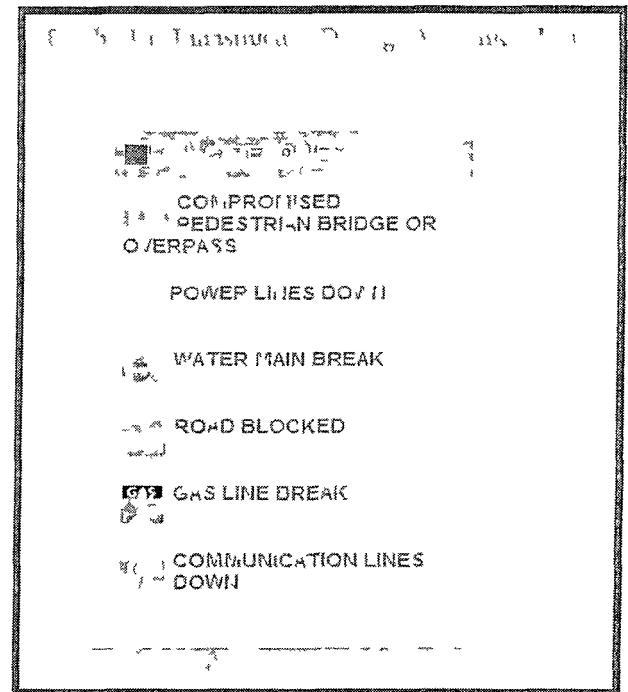
This application will allow Oakland residents to report infrastructure damage assessments via SMS/Text message, e mail, or web form for the following six items

- 1 Road blocked
- 2 Compromised pedestrian bridge or overpass
- 3 Communication lines down
- 4 Power lines down
- 5 Water main break
- 6 Gas line break

This application will be developed using the Ushahidi software and will be hosted on the Crowdmapp servers SAIC will use the built-in Ushahidi settings to develop the application to use the icons that represent the six types of infrastructure damage listed as shown in Exhibit 1 1

The application will consist of four pages Home page, Reports page, Submit a Report page and a Contact Us page As shown in Exhibit 1 2 below

- The home page will display the standard Ushahidi map (Google Street Map) and a category filter as shown in Exhibit 1 1 The items in the category filter list reflect the six categories of damage (communications lines down, compromised pedestrian bridge or overpass, gas line break, power lines down, road blocked and water main break)
- Only one damage category can be displayed on the map at one time on the home page This is the standard Ushahidi functionality and cannot be altered within this scope of work When “All Categories” is selected, the map will show a red circle to indicate each report locations When one of the six defined categories is selected, the map will show a color coded circle to indicate those specific report locations If multiple reports are in close location proximity, the reports will be represented by a single circle, with the number of reports shown inside the circle
- The reports page will have a map view and a list view The reports page list view is the standard Ushahidi list view and will not be customized It contains Report Title, the Description, the time and date it was submitted and a thumbnail of the photo if one was included with the report
- The reports map view is also the standard Ushahidi view and will not be customized The user can select one of more categories to be displayed on the map The user can also select additional filters as part of the standard Ushahidi functionality location, type, media and verification The map display will contain green circles indicating all of the reports that pass the filter settings



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City of Oakland System Requirements

The Ushahidi platform provides the capability to receive reports via SMS/Text messages. To manage the SMS/Text messages as part of the application the City of Oakland will

1. Setup an account at Clickatell, which charges about **2 cents per text message**
2. Determine an account administrator. The account administrator is responsible for reviewing all incoming SMS/Text messages for the application and creating the actual incident report.
 - a. In order for SAIC to connect the incoming SMS text messages to the application, we will need the Oakland Clicktell account information within one week of contract signing. If Oakland cannot meet this date or set up the account at this time, SAIC will provide instructions to Oakland DIT that describes how to connect the Oakland account to the application. If this is not done at least 5 days prior to the training, this feature will not be demonstrated and will be left “as is” for the application delivery.
 - b. The account administrator will attend the application training session being conducted by SAIC on the chosen date. If the account administrator is not available on that date, SAIC will be available for a ½ hour teleconference to go through the application with the account administrator.
3. Provide/set up an email address that is accessible via pop3 or imap for all incoming reports that are sent via email. The email address will receive all emails containing damage reports and “Contact Us” forms submitted through the application. Oakland will convey the email address to SAIC within one week of contract signing for configuration of the system to receive reports via Email.

Server Administration

The Oakland Infrastructure Damage Assessment Application will be installed on Crowdmap servers, so no additional hardware is required. Oakland DIT will be responsible for all backups and server administration beyond that which is supplied by Crowdmap.

Working with Oakland DIT, OES and EOC Stakeholders

The SAIC team will document the configuration settings used during the installation and share those with the Oakland DIT team at the end of development. Additionally, SAIC will conduct one training session with the following terms:

- SAIC will conduct one in person training for up to four hours with OES, EOC stakeholders and DIT at a City agency/department location. The training will focus on how to access and use the data.
- The training date, time, and location must be selected for a mutually agreeable time at least **14 days prior** to the training date. Please note that we have not included the use of a professional facilitator.
- SAIC will hold a meeting with Oakland DIT prior to the training to discuss the current configuration settings and database fill and how to modify those in the future. This meeting will occur the afternoon before the training or on the same day as the training.

Comments Review Period

Given the short deadline to develop the application, **Oakland will have a very short time to provide comments on the application and the training materials.** Please note that given the application will utilize the standard features of Crowdmap and we do not envision significant changes will be possible. The changes will be limited to minor formatting given the use of the Crowdmap software. SAIC shall not be obligated to implement any functionality beyond the scope as defined above. Comments concerning changing labels in the application, will likely be incorporated before the final installation and training. Please note that no additional customization or building of functionality is included in the cost and timeframe of this effort.

The comment review deadline will be fully enforced and should SAIC not receive comments, we will assume that Oakland has accepted the application and training materials as is and will continue to finalize the application as described in this scope of work.



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #8272

- (1) Business Name Science Applications International Corporation
- (2) Business Contact Person (Name/Title) Betty Kamara / Contract Administrator
- (3) Business Contact Person (Phone/E-mail) 321 441 8518 / betty.v.kamara@saic.com
- (4) Business Headquarters Address 2301 Lucien Way Suite 120 Maitland FL 32751
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below

- (6) The above named company is currently responding to the following contract opportunity
Title Revision of the Multi Hazards Emergency Operations Plan (EOP)
Project Number _____
Name of City Contact/Project Manager/Agency/Department City of Oakland
Phone/ e-mail Renee Domingo Project Manager (510) 238 6353

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) [Signature] Date April 4 2011

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed)

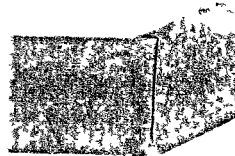
Signed (Business Owner) _____ Date _____

* Except (Resolution #82727) RESOLVED That unless and until Arizona rescinds SB 1070 the City of Oakland urges City departments (1) to the extent where practicable and in instances where there is no significant additional cost to the city or conflict with law to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona (2) to not send City officials or employees to conferences in Arizona and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility and



Schedule C 1
**"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"**
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.



I certify that I will comply with the Americans with Disabilities Act by

- A Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities,
- B Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access,
- C Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result,
- D Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive,
- E Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities, and
- F If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 20% L/SLBE participation, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE), and that 20% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to construction services projects) In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to construction services projects)

As prime, I agree to submit with the final payment request, a completed "Exit Report and Affidavit form" The Exit Report and Affidavit Form is located on the City's website at <http://cces.oaklandnet.com/cceshome/>

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

04/04/2011

Date

Science Applications International Corporation
Company Name

2301 Lucien Way, Suite 120

Address

Maitland

City

FL

State

32751

Zip

Signature of Authorized Representative

Betty Kamara

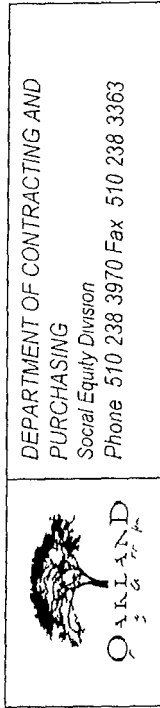
Type or Print Name

Contract Administrator

Type or Print Title

(321) 441-8518 betty.v.kamara@saic.com

Phone/Email



SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I OWNERSHIP & ETHNICITY of PRIME

Firm or Individual Name Science Applications International Corporation Phone (321) 441-8518
Street Address 2301 Lucien Way Suite 120 City Maitland State FL Zip 32751 Federal ID # 95-3630868
City of Oakland Business License Number _____ Completed by Betty Kamara Phone if different from above _____

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation Delaware
☐ Partnership General or Limited _____ Names of Partners _____
☐ Joint Venture Names of Participants _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				2			
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date

- ☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☐ Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
☐ Other _____ Expiration Date _____

Part III Ethnicity and Gender of Employees

SEE ATTACHMENT A

Employment Category	Total Employees	Male						Female					
		African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other
Project Management													
Professional													
Technical													
Clencial													
Trades													

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race color creed sex sexual orientation national origin age disability Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No 11246 (as amended by Executive Order No 11375) I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran or the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250 4 where applicable

I declare under penalty of perjury that the foregoing is true and correct Signature _____

Print Name Betty Kamara

Title Contract Administrator

Date 04/04/2011

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY

ATTACHMENT A

EQUAL EMPLOYMENT OPPORTUNITY
2010 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE C

SECTION B - COMPANY IDENTIFICATION

1 S-10 MCLEAN/TOWER
1710 S-10 DRIVE
MCLEAN VA 22102

SECTION C - TEST FOR FILING REQUIREMENT

1 S-10 MCLEAN/TOWER
1710 S-10 DRIVE
MCLEAN VA 22102

SECTION E - ESTABLISHMENT INFORMATION

17100 54712

SECTION D - EMPLOYMENT DATA

EEO-1 CATEGORY	EEO-1 SUB-CATEGORY	2010 EMPLOYMENT DATA										TOTAL
		WHITE	BLACK	ASIAN	HISPANIC	AMERICAN INDIAN	ALASKA NATIVE	PACIFIC ISLANDER	OTHER	UNCLASSIFIED	UNCLASSIFIED	
1	0	34	0	0	0	0	0	0	0	0	0	100
1-4	50	4068	213	5	166	21	1341	155	0	114	9	6317
824	428	13070	1407	39	1200	104	6197	597	12	752	-7	26187
162	50	2349	260	5	194	13	679	111	1	142	6	3105
2	2	27	1	1	0	0	5	0	0	0	0	40
90	128	60	54	7	71	14	1258	235	5	57	10	2374
2	0	23	0	0	1	0	7	2	0	5	0	15
5	9	31	151	3	36	0	41	70	0	2	1	657
0	6	5	2	0	0	0	1	0	0	0	0	8
2	1	32	6	0	3	0	29	5	0	2	1	83
1244	608	21742	2315	60	1751	155	9567	1575	23	1040	74	30577
1230	118	22712	2545	5	1959	165	10267	1504	23	179	87	30577

SCHEDULE E
PROJECT CONSULTANT TEAM LISTING

PROJECT CONSULTANT TEAM LISTING

Notes

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name Señe Applications International Corp
Date April 4 2011

Date April 4 2011



Q
/

Company Name Science Applications International Corporation

Local/Small Local Business Enterprise credits

[illegible]

Contractors are required to identify the ethnicity and gender of all listed firms majority owner.
 * (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American)
 * (M = Male) (F = Female)

Information will be used for tracking purposes only
(O=Other) (NL=Not Listed)

(R Revised as of 6/06)

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency contract or transaction involving

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days

Disclosure is required at the time bids, proposals or applications are due for any of the above described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that (1) have resulted in a claim or lawsuit against the City of Oakland or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Oakland Redevelopment Agency

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities

Individuals, Businesses or other entities should respond below

- 1 Are you or your firm involved in a pending dispute or claim Against the City of Oakland or Oakland Redevelopment Agency?

No ☒ Yes ☐ (check one)

- 2 If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract

Contract Title _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

Contract Title _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

(check) ☐ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete

Signature  _____

Print Name Betty Kamara

Title Contract Administrator Date April 4 2011

Schedule M

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below I have determined that this person (is) (is not) an independent contractor

Date

May 12, 2011

Suzanne Moreno
City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY
PROPOSED CONTRACTOR

Name of Contractor Science Applications International CorporationSSN or Corporate Taxpayer ID No. of Contractor 95 3630868

Please answer questions yes or no whenever possible. When a more extensive explanation is required and there is no space on this form please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1 Have you performed services for the City in any year(s) prior to 199__? If yes please indicate which years		
2 Have you received any training guidance or direction from the City as to how the City expects the job (for which your services are contemplated) to be done? If yes please describe what you are expecting (or have received) in the way of training or direction		
3 Will your services under the contract be performed on City property? If no please describe where the services are to be performed		
4 Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5 Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes please indicate the days and hours during which you will be performing services		

Schedule M

	Yes	No
6 Please provide the date on which you expect to complete your services under the contract		
7 In order to perform services under the contract do you intend to provide your own supplies or equipment? If yes briefly describe the equipment/supplies _____		
8 If your response to No 7 is yes has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9 Other than the above referenced supplies and equipment do you anticipate incurring any <u>unreimbursable</u> out of pocket expenses in the performance of the contract with the City? If yes please describe _____		
10 Do you have federal and state employer identification numbers? If so please provide these numbers _____		
11 <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes please identify the client or customer and briefly describe the services performed _____		
12 Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed _____		
13 In the past two years have you notified any insurance company in conjunction with obtaining a business related insurance policy that you are self employed? If yes please indicate the insurance company and the nature of the business related policy _____ _____		
14 Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you) _____		
15 Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W 2)? If yes state the employer(s) the date(s) of employment and the nature of the services performed _____ _____		
16 Do you have an office or business address other than your own home address a City of Oakland office or your employer's business address? If yes, please state the address _____ _____		

Schedule M

	Yes	No
17 With regard to the following please indicate whether you have		
a an existing business letterhead? (please attach)		
b an existing business phone number other than your home number? (please indicate #)		
c filed for a fictitious business name? If yes please attach a certified copy of the County issued certificate and an affidavit of publication		
d done public advertising for your business? If yes please attach the ad copy or briefly describe your advertising efforts		
18 If you have answered parts or all of No 17 with Yes are the services represented in your answers the same type of services you will be performing for the City?		
19 Do you have a license from any governmental agency to perform the services under the contract? If yes please state the type of license and name of the licensing agency _____		
20 Please describe the extent of any personal financial investment you have made in order to be self employed You may either choose to indicate the actual dollar amount of investment or without disclosing any dollar amount briefly describe any purchases leases or other types of financial commitments made by you for self employment purposes _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT

Date

Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS
A SHORT TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR
AND THE REASON FOR YOUR OBJECTION _____


[Secretary of State](#)
[Administration](#)
[Elections](#)
[Business Programs](#)
[Political Reform](#)
[Archives](#)
[Registries](#)

Business Entities (BE)

Online Services

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[E-File Statements](#)
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Main Page

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Customer Alert (misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, May 06, 2011. It is not a complete or certified record of the entity.

Entity Name	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Entity Number	C1090309
Date Filed	09/16/1981
Status	ACTIVE
Jurisdiction	DELAWARE
Entity Address	10260 CAMPUS POINT DRIVE
Entity City, State, Zip	SAN DIEGO CA 92121
Agent for Service of Process	C T CORPORATION SYSTEM
Agent Address	818 W SEVENTH ST
Agent City, State, Zip	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database

- If the status of the corporation is **Surrender**, the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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SCHEDULE N
DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement and professional services contracts)
To be completed by the prime and sub consultants (including CFARs)

The Oakland Living Wage Ordinance (the "Ordinance") Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C M S.

The contractor or city financial assistance recipient (CFAR) further agrees

To pay employees a wage no less than the minimum initial compensation of \$10.83 per hour with health benefits, as described in Section 3 C "Health Benefits" of the Ordinance, or otherwise \$12.45 per hour, and to provide for the annual increase pursuant to Section 3 A "Wages" of the Ordinance. Effective, July 1, 2010 the new rates will be \$11.15 with health benefits and \$12.82 without health benefits.

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3 B "Compensated Days Off" of the Ordinance.
- (b) Health benefits – Said full time and part time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For further information you may visit <http://www.irs.gov/individuals/article/0,,id-96406,00.html>
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll related documents and to provide certified copies of the relevant records upon request by the City.
- (e) Not to retaliate against any employee claiming non compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Revision of the Multi Hazards Emergency Operations Plan (EOP)		
Project Number	Project Name	
Science Applications International Corporation		
Company Name	Signature of Authorized Representative	
2301 Lucien Way Suite 120	Betty Kamara	
Address	Type or Print Name	
Mailland FL 32751		
City State Zip		
321 441 8518 04/04/11	Contract Administrator	
Attn Code Phone Date	Type or Print Title	

Memo



Department of Contracting and Purchasing
Social Equity--Contract Compliance Division

To Anne Campbell Washington
From Shelley Darensburg, Senior Contract Compliance Officer *S Darensburg*
Cc File
Date May 13, 2011
Re Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)
Compliance Analysis of Science Applications International Corporation

The Department of Contracting and Purchasing, Social Equity Division Contract Compliance, reviewed the professional or specialized service agreement for the above referenced firm

Based on our review of the documentation submitted, it has been determined that the above reference firm is in compliance with the EBO and LWO requirements of the City of Oakland

If you have any questions or need additional information, please contact me at ext 7325





City of Oakland

Equal Benefits Ordinance **Certificate of Compliance** *is hereby awarded to* *Science Applications International Corporation*

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Dardenburg
Shelley Dardenburg
Senior Contract Compliance Officer

5-13-11
Date

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No _____

Department	Contract/Proposal Name
------------	------------------------

Contractor Name Science Applications International Corporation Phone (321) 441-8518

Street Address 2301 Lucien Way, Suite 120 City Maitland State FL Zip 32751

Type of Submission (check one) ☐ Bid ☒ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name N/A Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3 12 including section 3 12 140 the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly nor will I /we make contributions during the period specified in the Act

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080

If there are any changes to the information on this form during the contribution restricted time period I will file an amended form with the City of Oakland

Signature _____

Betty Kamara

Print Name of Signer

04 / 04 / 2011

Date _____

Contract Administrator

Position

To be Completed by City of Oakland after completion of the form

Date Received by City / / By

Date Entered on Contractor Database / / By

Schedule Q

INSURANCE REQUIREMENTS

a General Liability, Automobile, Worker's Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- 1 **Commercial General Liability insurance**, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)] If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.

A 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 insurance (over the insurance required by this Agreement).

B Limits of liability Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project].

C If the policy is a "claim made" type policy, the following should be included as endorsements:

- 1) The retroactive date shall be the effective date of this Agreement or a prior date.
- 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.

- 11 **Automobile Liability Insurance** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be



endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Contractor does not own vehicles, but utilized non-owned and hired vehicles, evidence of such coverage is acceptable with a signed statement from Contractor stating that only non-owned and hired vehicles are used in the course of the contract.

- 111 **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- 1V **Professional Liability/errors and omissions insurance** in the amount of \$1,000,000

b Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- I Insured Status (Additional Insured) Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT, and
- 11 Cancellation Notice 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment,
- 111 Cross-liability coverage as provided under standard ISO forms' separation of insureds clause, and
- 1V Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement, and

- v Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better

- c Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, 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

- d Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement

- e Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award

- f Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements

- g Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses

h Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above

i Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp. (SAIC) is prohibited. Authorized viewer shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.saic.com/customer/moi/>. The information contained herein is valid as of today's date and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER

Marsh Risk & Insurance Services (Marsh)

COMPANIES AFFORDING COVERAGE

Co. A National Union Fire Insurance Company of Pittsburgh, PA

Co. B New Hampshire Insurance Company

Co. C The Insurance Company of the State of Pennsylvania

Co. D Underwriters at Lloyd's London (A.F. Benzley #623 & #2623)

Co. E Factory Mutual Insurance Company

INSURED

Science Applications International Corporation
10260 Campus Point Drive, M/S D6
San Diego, CA 92121

COVERAGES

THE 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 MEMORANDUM 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY (per ISO Form CG0001 12/07) OCCURRENCE FORM	GL 4406261	04/01/11	04/01/12	GENERAL AGGREGATE	\$ 10 000 000
					PRODUCTS COMP/OP AGG	\$ 2 000 000
					PERSONAL & ADV INJURY	\$ 1 000 000
					EACH OCCURRENCE	\$ 1 000 000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 1 000 000
					MED EXP (ANY ONE PERSON)	\$ 10 000
A	AUTOMOBILE LIABILITY	CA 4309415 (All Other States)	04/01/11	04/01/12	COMBINED SINGLE LIMIT	\$ 1 000 000
A	COVERING ANY OWNED AUTOS	CA 4309416 (MA)	04/01/11	04/01/12		
A	HIRED AUTOS & NON OWNED AUTOS	CA 4309417 (VA)	04/01/11	04/01/12		
A	UMBRELLA LIABILITY UMBRELLA FORM	25030246	04/01/11	04/01/12	EACH OCCURRENCE	\$ 10 000 000
					AGGREGATE	\$ 10 000 000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INCLUDES USL&H THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	WC 061967336 (All Other States)	04/01/11	04/01/12	WORKERS COMP LIMITS	STATUTORY
C		WC 061967337 (CA)	04/01/11	04/01/12	EL	\$ 3 000 000
C		WC 061967341 (MA)	04/01/11	04/01/12	EACH ACCIDENT	
B		WC 061967338 (FL)	04/01/11	04/01/12	EL DISEASE	\$ 3 000 000
B		WC 061967339 (TX)	04/01/11	04/01/12	POLICY LIMIT	
A		WC 061967340 (WI)	04/01/11	04/01/12	EL DISEASE EACH EMPLOYEE	\$ 3 000 000
D	PROFESSIONAL LIABILITY INCLUDING CONTRACTOR'S POLLUTION / LEGAL LIABILITY CLAIMS MADE BASIS	QF 026610	06/30/10	06/30/11	EACH CLAIM	\$ 10 000 000
					AGGREGATE	\$ 10 000 000
F	ALL RISK PROPERTY INCLUDING ALL REAL & PERSONAL PROPERTY OF INSURED AND PROPERTY OF OTHERS WHERE REQUIRED	UB755	10/01/10	10/01/11	AMOUNT OF INSURANCE	\$ 1 000 000

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

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BROKER

Marsh Risk & Insurance Services (Marsh)
777 South Figueroa Street
Los Angeles CA 90017

INSURED

Science Applications International Corporation
10260 Campus Point Drive M/S D6
San Diego CA 92121

ADDITIONAL INFORMATION

Please note that the above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract and a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

Please note that the above Property policy is endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Loss Payees As Their Interest May Appear under this policy.

Should you wish to view these endorsements or print a copy for your files please click on the below links.

GENERAL LIABILITY ENDORSEMENTS

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 61712 (9/01))

http://www.saic.com/customer/moi/download/GL_Where_Required_Under_Contract.pdf

Additional Insured – Managers or Lessors of Premises (Form CG 20 11 01 96)

http://www.saic.com/customer/moi/download/GL_Managers_of_Premises.pdf

Additional Insured – Lessor of Leased Equipment (CG 20 28 07 04)

http://www.saic.com/customer/moi/download/GL_Lessor_of_Leased_Equipment.pdf

Additional Insured – Vendors (Form CG 20 15 07 04)

http://www.saic.com/customer/moi/download/GL_Vendors.pdf

Additional Insured – Primary Insurance (AIG Form 74434 (10/99))

http://www.saic.com/customer/moi/download/GL_Primary_Insurance.pdf

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (CG 24 04 10 93)

http://www.saic.com/customer/moi/download/GL_Waiver_of_Subrogation.pdf

AUTOMOBILE LIABILITY ENDORSEMENTS

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 87950 (10/05))

http://www.saic.com/customer/moi/download/AL_Where_Required_Under_Contract.pdf

Lessor – Additional Insured and Loss Payee (CA 20 01 10 01)

http://www.saic.com/customer/moi/download/AL_Lessor_Loss_Payee.pdf

Insurance Primary As To Certain Additional Insureds (AIG Form 74445 (10/99))

http://www.saic.com/customer/moi/download/AL_Primary_Insured.pdf

Waiver of Transfer of Rights Of Recovery Against Others To Us (AIG Form 62897 (06/95))

http://www.saic.com/customer/moi/download/AL_Waiver_of_Subrogation.pdf

WORKERS COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS

Waiver of Our Right To Recover From Others

http://www.saic.com/customer/moi/download/WC_Waiver_of_Subrogation.pdf

Alternate Employer Endorsement

http://www.saic.com/customer/moi/download/WC_Alt_Endorsements.pdf

UMBRELLA LIABILITY ENDORSEMENTS

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes Any person or organization other than the Named Insured included as an additional insured under the Schedule of Underlying Insurance but not for broader coverage than would be afforded by such Schedule of Underlying Insurance that there is no separate Additional Insured endorsement applicable to this policy. Therefore if you are an Additional Insured on the General Liability or Automobile Liability policies above that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that If prior to the time of an Occurrence you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract we will also waive any rights we may have against such person or organization that there is no separate Waiver of Subrogation endorsement applicable to these policy. Therefore if you are granted a Waiver of Subrogation on the General Liability Automobile Liability or Employers Liability policies above that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS

Additional Insured – Where Required by Contract or Agreement

http://www.saic.com/customer/moi/download/PL_EAO.pdf

Waiver of Subrogation – please note that the policy wording states that However it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization in respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation but only to the extent required by written contract. Therefore if our contract requires we waive our rights of subrogation in your favor the waiver extends to this policy.

NOTICE OF CANCELLATION

Please note that due to the very large number of contracts that SAIC and its subsidiaries enter into each year the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but SAIC. However insurers have endorsed their policy to provide SAIC with 90 days advance written notice of any cancellation (except 10 days for non payment of premium) so as to enable SAIC to provide any required Notices to its customers in accordance with agreed to contract terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2011 forms a part of
Policy No GL 440 62-61 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

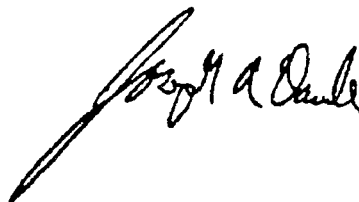
This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- 1 Designation of Premises (Part Leased to You) **ANY PREMISES OR PART THEREOF LEASED TO YOU**
- 2 Name of Person or Organization (Additional Insured) **ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU**
- 3 Additional Premium **INCLUDED**

(If no entry appears above the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions

This insurance does not apply to

- 1 Any "occurrence" which takes place after you cease to be a tenant in that premises
- 2 Structural alterations new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSONS OR ORGANIZATIONS</i>
Information required to complete this Schedule if not shown above will be shown in the Declarations

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury" "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance operation or use of equipment leased to you by such person(s) or organization(s)

B With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following

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

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ALL VENDORS	ALL PRODUCTS
Information required to complete this Schedule if not shown above will be shown in the Declarations	

A Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business subject to the following additional exclusions

1 The insurance afforded the vendor does not apply to

a "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement

b Any express warranty unauthorized by you

c Any physical or chemical change in the product made intentionally by the vendor

d Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer and then repackaged in the original container,

e Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products

f Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product

- g Products which after distribution or sale by you have been labeled or relabeled or used as a container part or ingredient of any other thing or substance by or for the vendor or
 - h "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf However this exclusion does not apply to
 - (1) The exceptions contained in Sub-paragraphs d or f , or
 - (2) Such inspections adjustments tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products
- 2 This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient part or container entering into accompanying or containing such products

ENDORSEMENT

This endorsement effective 12 01 A M 04/01/2011 forms a part of

Policy No GL 440 62 61 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA


ADDITIONAL INSURED PRIMARY INSURANCE

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY COVERAGE FORM

Section IV Commercial General Liability Conditions paragraph 4 Other Insurance subparagraph a Primary Insurance is amended by the addition of the following

However coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

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

SCHEDULE

Name Of Person Or Organization

"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO "

Information required to complete this Schedule if not shown above will be shown in the Declarations

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.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430 94-15 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

SCHEDULE

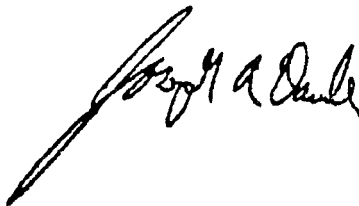
ADDITIONAL INSURED

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered 'auto' "

I SECTION II - LIABILITY COVERAGE, A Coverage, 1 - Who Is Insured, is amended to add

- d Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy but only with respect to liability arising out of use of a covered "auto" However, the insurance provided will not exceed the lesser of

- (1) The coverage and/or limits of this policy or
(2) The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430 94-15 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
- NEW YORK

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

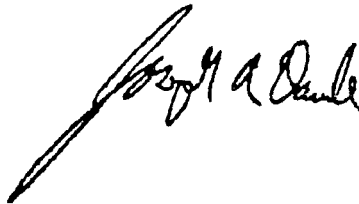
SCHEDULE

ADDITIONAL INSURED

I SECTION II - LIABILITY COVERAGE A Coverage 1 - Who Is Insured is
amended to add
"Any person or organization for whom you are contractually bound to provide Additional
Insured status but only to the extent of such person or organizations liability arising out of
the use of a covered auto"

- d Any person or organization, shown in the schedule above, to whom you
become obligated to include as an additional insured under this policy, as a
result of any contract or agreement you enter into which requires you to
furnish insurance to that person or organization of the type provided by this
policy, but only with respect to liability arising out of use of a covered
"auto" However, the insurance provided through this endorsement will not
exceed the lesser of

- (1) The coverage and/or limits of this policy, or
(2) The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by this endorsement

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form This endorsement does not alter coverage provided in the Coverage Form

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective 04/01/2011	Countersigned By (Authorized Representative)
Named Insured SAIC INC SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	

SCHEDULE

Name of Person(s) or Organization(s) Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430-94-17 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

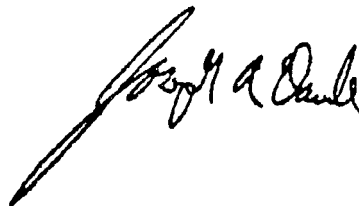
"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"

I SECTION II - LIABILITY COVERAGE, A Coverage 1 - Who Is Insured is amended to add

d Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy but only with respect to liability arising out of use of a covered 'auto' However the insurance provided will not exceed the lesser of

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

**VIRGINIA LESSOR – ADDITIONAL INSURED AND
LOSS PAYEE**

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective 04/01/2011	Countersigned By (Authorized Representative)
Named Insured SAIC INC	

SCHEDULE

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA	
Policy Number CA 430-94-16	
Effective Date 04/01/2011	Expiration Date 04/01/2012
Named Insured SAIC INC	
Address 10260 CAMPUS POINT DR M/S A3-G SAN DIEGO CA 92121	
Additional Insured (Lessor) ANY LESSOR UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THAT LESSOR	
Address	
Designation or Description of Leased "Autos"	
ANY AUTO LEASED UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR	

Coverages	Limit Of Insurance
Liability	\$ Each 'Accident'
Medical Expense Benefits	\$ Each Person
Income Loss Benefits	\$ Each Person
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS MINUS \$ For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS MINUS \$ For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS MINUS \$ For Each Covered 'Auto'

(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A Coverage

- 1 Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
- 2 The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule or when the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B Loss Payable Clause

- 1 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
- 2 The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3 If we make any payment to the lessor, we will obtain his or her rights against any other party.

C Cancellation

- 1 If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 - 2 If you cancel the policy, we will mail notice to the lessor.
 - 3 Cancellation ends this agreement.
- D The lessor is not liable for payment of your premiums.

E Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

MASSACHUSETTS

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured SAIC INC	
Endorsement Effective Date	04/01/2011
Countersignature Of Authorized Representative	
Name	
Title	
Signature	
Date	

SCHEDULE

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH PA	
Policy Number CA 430 94 17	Effective Date 04/01/2011
Expiration Date 04/01/2012	
Named Insured SAIC INC	
Address 10260 CAMPUS POINT DR, M/S A3-G SAN DIEGO, CA 92121	
Additional Insured (Lessor) AS KNOWN TO INSURER	
Address	
Designation Or Description Of "Leased Autos" ON FILE WITH COMPANY	

COVERAGES	LIMITS OF INSURANCE
COMPULSORY BODILY INJURY	\$20 000 EACH PERSON \$40 000 EACH ACCIDENT
LIABILITY INSURANCE	
OPTIONAL BODILY INJURY	\$ EACH PERSON \$ EACH ACCIDENT
PROPERTY DAMAGE (COMPULSORY LIMIT \$5 000)	\$ EACH ACCIDENT
LIABILITY	\$ 1 000 000 EACH ACCIDENT
PHYSICAL DAMAGE INSURANCE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS MINUS
COMPREHENSIVE	\$ Deductible FOR EACH COVERED AUTO
SPECIFIED CAUSES OF LOSS	\$ Deductible FOR EACH COVERED AUTO
COLLISION	\$ Deductible FOR EACH COVERED AUTO
LIMITED COLLISION	\$ Deductible FOR EACH COVERED AUTO
Information required to complete this Schedule if not shown above will be shown in the Declarations	

A Coverage

- 1 Any 'leased auto' designated or described in the Schedule will be considered a covered auto" you own and not a covered auto' you hire or borrow
- 2 For a leased auto designated or described in the Schedule **Who Is An Insured** is changed to include as an insured' the lessor named in the Schedule. However, the lessor is an insured" only for bodily injury or property damage resulting from the acts or omissions by
 - a You
 - b Any of your employees or agents or
 - c Any person except the lessor or any employee or agent of the lessor operating a 'leased auto' with the permission of any of the above
- 3 The coverages provided under this endorsement apply to any leased auto described in the Schedule until the expiration date shown in the Schedule or when the lessor or his or her agent takes possession of the leased auto' whichever occurs first

B Loss Payable Clause

- 1 We will pay as interest may appear you and the lessor named in this endorsement for "loss to a 'leased auto

- 2 The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part or if the loss is the result of arson theft or any other means of disposal committed by you or at your direction
- 3 If we make any payment to the lessor we will obtain his or her rights against any other party

C Cancellation

- 1 If we cancel the policy we will mail notice to the lessor in accordance with the Cancellation Condition
- 2 If you cancel the policy we will mail notice to the lessor
- 3 Cancellation ends this agreement

D The lessor is not liable for payment of your premiums

E Additional Definition

As used in this endorsement

Leased auto means an auto leased or rented to you including any substitute replacement or extra auto needed to meet seasonal or other needs under a leasing or rental agreement that requires you to provide direct primary insurance

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2011 forms a part of

Policy No CA 430 94 15 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

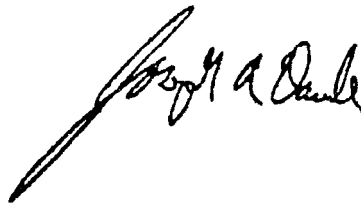
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B , General Conditions, 5 , Other Insurance, c , is
amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2011 forms a part of

Policy No CA 430 94 16 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

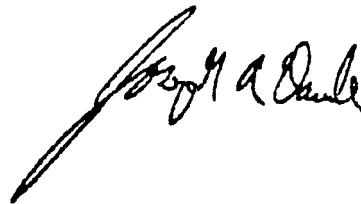
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B , General Conditions, 5 , Other Insurance, c , is amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2011 forms a part of

Policy No CA 430 94 17 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

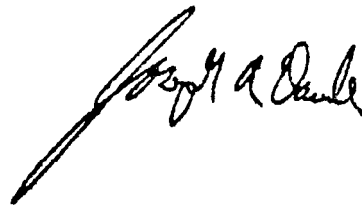
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B , General Conditions, 5 , Other Insurance, c , is
amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430 94 15 issued to SAIC INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

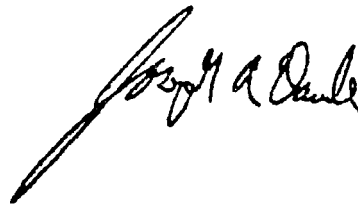
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions A Loss Conditions 5 Transfer of Rights of Recovery Against Others to Us is amended to add

However we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or loss' if

- (1) The accident or loss is due to operations undertaken in accordance with the contract existing between you and such person or organization and
- (2) The contract or agreement was entered into prior to any 'accident' or loss

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430 94 16 issued to SAIC INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

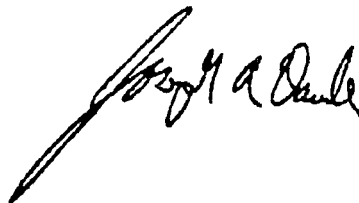
BUSINESS AUTO COVERAGE FORM

Section IV Business Auto Conditions A Loss Conditions 5 Transfer of Rights of Recovery Against Others to Us is amended to add

However we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if

- (1) The 'accident' or 'loss' is due to operations undertaken in accordance with the contract existing between you and such person or organization and
- (2) The contract or agreement was entered into prior to any 'accident' or 'loss'

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement effective 12 01 A M 04/01/2011 forms a part of
Policy No CA 430 94 17 issued to SAIC INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

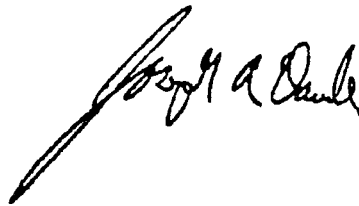
BUSINESS AUTO COVERAGE FORM

Section IV Business Auto Conditions A Loss Conditions 5 Transfer of Rights of Recovery Against Others to Us is amended to add

However we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an 'accident' or 'loss' if

- (1) The accident or loss is due to operations undertaken in accordance with the contract existing between you and such person or organization, and
- (2) The contract or agreement was entered into prior to any accident or "loss"

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No. WC 061 96 7336

Endorsement No
Premium



Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____

WC 00 03 13
(Ed 4 84)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3 A of the Information Page

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No WC 061 96 7336

Endorsement No
Premium \$ INCLUDED

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  _____

WC 43 03 05
(Ed 7 00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No. WC 061 96-7338

Endorsement No.
Premium

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3 A of the Information Page

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 but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1 () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

2 Operations

ALL TEXAS OPERATIONS

3 Premium

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described

4 Advance Premium INCLUDED

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No WC 061 96 7339

Endorsement No
Premium \$ INCLUDED

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No. WC 061-96 7340

Endorsement No.
Premium

Insurance Company
NATIONAL FIRE INS CO OF PITTSBURGH PA

Countersigned by  _____

WC 00 03 13
(Ed 4 84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011
Insured
SAIC INC

Policy No WC 061 96 7341

Endorsement No
Premium

Insurance Company
THE INS CO OF THE STATE OF PENNSYLVANIA

Countersigned by  _____

WC 00 03 13
(Ed 4 84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34-2415

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure

its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020 34-2415

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law We

will not file evidence of this insurance on behalf of the alternate employer with any government agency

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer

The policy may be cancelled according to its terms without sending notice to the alternate employer

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

ANY ALTERNATE
EMPLOYER OF YOUR
EMPLOYEES

CALIFORNIA BROAD FORM ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34-2416

Issued to SAIC, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by all alternate employers Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured If an entry is shown in the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law We will not file evidence of this insurance on behalf of the alternate employer with any government agency

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer

The policy may be canceled according to its terms without sending notice to the alternate employer

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six

Schedule

Contract or Project

ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34-2417

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020 34-2418

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure

its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34-2419

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law

will not file evidence of this insurance on behalf of the alternate employer with any government agency

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer

The policy may be cancelled according to its terms without sending notice to the alternate employer

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six


Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

ANY ALTERNATE
EMPLOYER OF YOUR
EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34 2420

Issued to SAIC, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12 01 AM 04/01/2010 forms a part of Policy No WC 020-34-2421

Issued to SAIC, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure

its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ENDORSEMENT NO. 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

It is agreed that any person or organization as required by contract or agreement is included as an Additional Insured, but solely with respect to liability arising out of Professional Services or Contracting Services performed by or on behalf of the Named Insured and only to the extent required by contract or agreement, subject to the limit of liability and all other terms, conditions and limitations of this policy. It is further agreed that this insurance will be primary and non-contributory with any other available insurance when required by contract or agreement.

All other terms and conditions remain unaltered.