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By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education

From: Devin Dillon, Interim Superintendent

Subject: Memorandum of Understanding between Oakland Unified School District and Swinerton Builders

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Memorandum of Understanding between Oakland Unified School District and Swinerton Builders for the period September 1, 2016 through December 15, 2017.

BACKGROUND:

Swinerton Builders was founded in 1888, over 120 years of experience in the field of construction. The staff from Swinerton Builders will convene a bi-weekly club that introduces students to construction related careers.

DISCUSSION:

The purpose of the Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Swinerton Builders. The services described in this MOU will be provided at no cost to OUSD, the students, or the parents.

FISCAL IMPACT:

Services offered at no cost to the District.

RECOMMENDATION:

Approval and acceptance by the Board of Education of Memorandum of Understanding between Oakland Unified School District and Swinerton Builders for the period September 1, 2016 through December 15, 2017.

ATTACHMENTS:

Agreement
Certificate of Liability Insurance

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Swinerton Builders [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

Oakland High School

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program will be providing OUSD. Please be specific by answering all of the following questions

1. A brief description of the type of services your program generally provides.
The staff from Swinerton Builders will convene a ~~by monthly~~ ^{bi-weekly} club that
_____ introduces the students to the construction related field/careers.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Swinerton Builders has founded in 1888, over 120 years of experience

in the field of construction.

3. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Expose students to the lucrative careers in th trades and
construction and engineering.

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color,

ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.

3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.

D. **Insurance**

1. **General Liability:** ***EITHER*** (a) Provide evidence of general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- E. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform (CPP) database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information. The CPP database and instructions may be found online at ousd.org under Partner Organizations.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. Contractor (Individual):

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
- Fingerprinting—Attach documentation
 - Criminal Background Check—Attach documentation
 - Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

- Or, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all employees have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Contractor:

- Insurance—see Section III(D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

V. **Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. **Duration**

This MOU is for the 09/01/2016 -- 12/15/2017 ^(RA) ~~06/12/2017~~ period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: _____ Dated: _____ (MM/DD/YYYY)

Sponsoring Department or Site Principal

By: Rachael Awbry Dated: 1.3.17 (MM/DD/YYYY)

Rachael Awbry (Print Name)

Swinerton Builders (CONTRACTOR)

Approved as to form and procedure

By: [Signature] Dated: 1-9-17 (MM/DD/YYYY)

Michael L. Smith, Deputy General Counsel
Oakland Unified School District

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND SPECIFIC SCHOOL SITE**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship

between Oakland High School (SCHOOL) and

Swinerton Builders [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

II. Contractor's Services

Directions: Please check **all** of the expectations or goals below that are in agreement with your program's services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site's information. **You must fill out both.**

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Expose students to the lucrative careers in the trades & construction

III. Time Commitment/Schedule

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.

IV. Space

Check off **all** of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Kitchen
- Cafeteria (without access to Kitchen equipment and facilities)
- Gym
- Classroom(s): (please list how many and which ones)
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: _____

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Rachael Awbry
Address	260 Townsend St. 5th Floor
Phone Number	(415) 984 - 1244
E-mail	RAwbry@swinerton.com

Please identify a contact person for the School site:

Name	Emiliano Sanchez
Address	1000 Broadway Suite 440
Phone Number	(510) 879 - 2594
E-mail	Emiliano.sanchez@ousd.org

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: _____ Dated: _____ (MM/DD/YYYY)

Site Principal or Contact Person

By: Rachael Awbry Dated: 1.3.17 (MM/DD/YYYY)

CONTRACTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293
INSURED: Swinerton Builders -SF/East Bay
CONTACT NAME:
PHONE: 415-391-1500
FAX: 415-391-1882
INSURER(S) AFFORDING COVERAGE:
INSURER A: Liberty Mutual Fire Insurance Compa
INSURER B: Zurich American Insurance Company
INSURER C: Starr Indemnity & Liability Company

COVERAGES CERTIFICATE NUMBER: 2093670271 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR VWD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Adopt-a-School Program
ADDITIONAL INSURED(S): Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607

CERTIFICATE HOLDER: Oakland Unified School District
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0232247-00	02/01/2016	08/01/2017	02/01/2016	09109000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Swinerton Incorporated et al

Address (including ZIP Code): 2300 Clayton Road, Suite 800
Concord, CA 94520

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0232247-00	02/01/2016	08/01/2017	02/01/2016	09109000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Swinerton Incorporated et al
Address (including ZIP Code): 2300 Clayton Road, Suite 800
 Concord, CA 94520

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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:

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

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.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Insurance Company: Liberty Mutual Fire Insurance Company	
Policy Number: AS2-661-066493-026	Effective Date: 8/1/2016
Expiration Date: 8/1/2017	
Named Insured: Swinerton Incorporated Et Al	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased 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, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** 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.
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 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 for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

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

- A.** The term "spouse" is replaced by the following:
Spouse or registered domestic partner under California law.
- B.** The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.
 2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b. The other provides coverage to a person other than as described in Paragraph 3.a.; and
 - c. At the time of an "accident", a person who is not the Named Insured of the policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.
- b.** The other provides coverage to a person not engaged in that business; and
- c.** At the time of an "accident", an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.

4. Notwithstanding Paragraph **B.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:

- a.** One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
- b.** The other provides coverage to a Named Insured not engaged in that business; and
- c.** At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.**, then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

C. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

- 1.** Used or maintained for the transportation of persons for hire, compensation or profit;
- 2.** Designed, used or maintained primarily for the transportation of property; or
- 3.** Leased for a period of six months or more.

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 OCCURENCE OF LOSS"

Issued by: **Liberty Mutual Fire Insurance Co**

For attachment to Policy No **WA266D066493016**

Effective Date **8/1/2016**

Premium \$

Issued to: **Swinerton Incorporated ET AL**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

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

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

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

Schedule

Person or Organization

Job Description

**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
OCCURENCE OF LOSS"**

Issued by Liberty Mutual Fire Insurance Co

For attachment to Policy No. WA266D066493016 Effective Date 8/1/2016 Premium \$

Issued to Swinerton Incorporated ET AL

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Additional Information

GENERAL LIABILITY:

- * Primary and Non-Contributory when required by written contract per form: U-GL-1327-B CW (04/13)
- *Additional Insured when required by written contract per forms: U-GL-1175-F CW (04/13)
- *Waiver of subrogation when required by written contract per form: CG 24 04 05 09

AUTOMOBILE LIABILITY:

- *Additional Insured if required by written contract per form CA 20 48 10 13
- *Waiver of subrogation when required by written contract per form CA 04 44 10 13
- *Lessor-AdditionalInsured and Loss Payee as required by written contract per form: CA 20 01 10 013

WORKER'S COMPENSATION:

- *Waiver of subrogation as required by written contract per form we 00 03 13 & 04 03 06

UMBRELLA/EXCESS:

- *Excess coverage follows primary policies, subject to policy terms, conditions and exclusions.