AGREEMENT BIBLIOGRAPHY

Agreement With:	Psomas
Agreement Type:	Inspection services for Project No. 7394 - Rehabilitation of West Garden Grove Well/Booster Pumping Facility
Date Approved:	06 02 2016
Start Date:	06 02 2016
End Date:	12 31 2016
Contract Amount:	\$10,500
Comments	Amendment No. 1 Public Works
Insurance Expiration:	04 01 2017
Date Archived:	ARCHIVED 06/07/2016



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Safeguard all official records of the City.

Conduct municipal elections and oversee legislative administration.

Provide reliable, accurate, and timely information to the

City Council, staff, and the general public.

Bao Nguyen Mayor

Steven R. Jones Mayor Pro Tem

Christopher V. Phan Council Member

> Phat Bui Council Member

> Kris Beard Council Member

June 6, 2016

Psomas 3 Hutton Centre Drive, Suite 200 Santa Ana, CA 92707

Attention: Reuben Tolentino, CCM, DBIA, ENV SP

Enclosed is a copy of Amendment No. 1 to the Agreement by and between the City of Garden Grove and Psomas for the West Garden Grove Pump Station project.

Sincerely,

Kathleen Bailor, CMC City Clerk

By:

Teresa Pomeroy, CMC

Deputy City Clerk

Enclosure

C:

Finance Department

Finance Department/Purchasing

Public Works

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Furnish all labor to provide Construction Management and Inspection Services for Project No. 7394-the Rehabilitation of West Garden Grove Well and Booster Pumping Facility.

This Amendment No. 1: Furnish all labor to provide Construction Management and Inspection Services for Project No. 7394-the Rehabilitation of West Garden Grove Well and Booster Pumping Facility is made and entered into this ______ day of ______ 2016, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and PSOMAS, hereinafter referred to as "CONSULTANT".

WHEREAS, Contractor and CITY entered into Contract No. **152068** effective **January 14, 2014.**

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section III: Fees Section B- Total Payment- shall be revised as follows:

The contract Price is hereby increased from \$239,920.00 to a new Firm Fixed Price of \$250,420.00. This is an increase of \$10,500.00 to cover the additional work per Attachment A.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: <u>6/2/1८</u>	"CITY" CITY OF GARDEN GROVE					
ATTESTED:	By:City Manager					
City Clerk						
Date:	"CONSULTANT" PSOMAS					
	Name: Renten tolentino					
	Title: <u>Principal</u> Vice President Date: <u>5 [13] [6</u>					

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

April 20, 2016

Balancing the Natural and Built Environment

Samuel Kim
City of Garden Grove, Public Works Department
13802 Newhope Street
Garden Grove, Ca 92843

Subject:

Request for Additional Compensation on the West Garden Grove Pump Station Project

Dear Mr. Kim,

This letter is to request additional compensation for the West Garden Grove Pump Station Project. The official start date of the project was April 7, 2014 and the original estimated completion date was January 7, 2015. The following are the details supporting this request, all of which are a result of unforeseen conditions or delays.

- Unforeseen field conditions Because this project was a rehabilitation/upgrade to an existing facility and required underground construction, the risk of encountering unforeseen conditions was high. Unfortunately, the Contractor did run into conditions that were not documented on the plans and both extra construction and Construction Management effort had to be extended to address these conditions.
- Systems Start-Up The Contractor experienced issues with systems startup so additional Construction Management effort was required to confirm all equipment operated to City's satisfaction and manufacturer's specifications.

Psomas' CM team made every effort to stay within the budget set aside for CM services, but due to the items listed above, additional time (75 hours) was required. Accordingly, we request additional services fee of \$10,500 (75 hours x \$140/hr). Psomas' CM team was very thoughtful in expending time on the project including carefully watching the project quality, costs, and system start-up. This was done in such a way that the desired quality was attained, while minimizing the cost of change orders, and while charging minimum Construction Management time to the project. Psomas continually provided high quality services to the City over the life of the project and we are confident the City is happy with the services received. We believe the additional services could not have been anticipated, and feel we did everything within our control to minimize additional Construction Management work while not compromising quality.

Respectfully,

PSOMAS

Reuben Tolentino, CCM, DBIA, ENV SP

Principal

3 Hutton Centre Dr., Suite 200 Santa Ana, CA 92707 Tel 714.751.7373 Fax 714.545.8883

PSOMAS

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2016

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

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

PRODUCER	CONTACT	
Greyling Ins. Brokerage/EPIC Jerry Noyola	CONTACT Jerry Noyola	
3780 Mansell Road, Suite 370 770 -552-4225 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-5	50-4082
3700 Marisell Road, Suite 370 / // = 55/-///5	ADDRESS: jerry.noyola@greyling.com	00 1002
Alpharetta, GA 30022	ADDRESS: Jerry.noyora@greyling.com	
877 908-5619	INSURER(S) AFFORDING COVERAGE	NAIC#
Jerry noyoraegrey ina.	INSURER A: National Union Fire Ins Co of P	19445
Psomas Sarit Stelling 555 South Flower Street; Suite 4300	INSURER B:	
Psomas Sur 17 Stellung		
555 South Flower Street: Suite 4300	INSURER C:	
The American Control of the Control	INSURER D:	
Los Angeles, CA 90071 7/4-75/-7373		
Sovit Slating Oncomes	INSURER E:	
Sarit. Stelling @ psomas. com	INSURER F:	
COVERAGES ERTIFICATE NUMBER: 16-17		
THIS IS TO CERTIEV THAT THE POLICIES OF INCURANCE MOTER OF THE	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLIC'	Y PERIOD
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDE	D BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE	= TEDMC
EAULUSIONS AND CONDITIONS OF SHOURD POLICIES LIMITO SUCKED MANY LANGUES	TELENTIC CODUCT TO ALL THE	- ILITIVIO,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER X COMMERCIAL GENERAL LIABILITY A 5268212 04/01/2016 04/01/2017 **EACH OCCURRENCE** \$1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 Contractual Liab. MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 X PRO-X LOC POLICY PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: **AUTOMOBILE LIABILITY** 4489706 COMBINED SINGLE LIMIT (Ea accident) 04/01/2016 04/01/2017 \$1,000,000 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) as to insurance X HIRED AUTOS and approved language PROPERTY DAMAGE (Per accident) **AUTOS** \$ and/or requirements. UMBRELLALIAR OCCUR EACH OCCURRENCE \$ Management **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION A 015893764 (AOS) 04/01/2016 04/01/2017 X PER STATUTE OTH-AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A \$1,000,000 N (Mandatory in NH) 04/01/2016 04/01/2017 E.L. DISEASE - EA EMPLOYEE 015893765 (CA) If yes, describe under DESCRIPTION OF OPERATIONS below \$1,000,000 E.L. DISEASE - POLICY LIMIT | \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2GAR021800; Construction Management & Inspection Services for Project #7394 -Rehabilitation of West Garden
Grove Well and Booster Pumping Facility. The City of Garden Grove, its councilmembers, officers, officials,
employees, agents & volunteers is/are additional Insured as respects to General & Auto Liability as required
by written contract. Primary & Non-Contributing coverage, Cross Liability, Waiver of subrogation applies to
General Liability as required by written contract. Waiver of Subrogation or Rights applies to Workers
Compensation policy only as required by a written signed contract prior to any loss occurring.

CERTIFICATE HOLDER City of Garden Grove 13802 Newhope Street Garden Grove, CA 92843		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.			
ı		AUTHORIZED REPRESENTATIVE			
		W Blueson			
		@ 4000 0044 4 0077 0077			

and/or requirements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR **CONTRACTORS - AUTOMATIC STATUS WHEN** REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

(0-2-/6 Reviewed and approved as to insurance tanguage This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. 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 vour behalf:

in the performance of your ongoing operations for the additional insured.

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 contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

- for payment a. The preparing, approving, or failing to prepare or approve, maps, 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.

- 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed:
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, 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;

П

- Required by the contract or agreement you have entered into with the additional insured; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - COMPLETED OPERATIONS

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)	Location And Description Of Completed Operation					
ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO						
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 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.

Reviewed and approved as to insurance tanguage and/or requirements

Risk Management

Insurance Services Office, Inc., 2012

Page 1 of 1

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2016

forms a part of

policy No. 5268212

issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL 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.

Reviewed and approved as to insurance language

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.

4/1/2016

forms a part of

policy No. 4489706 ✓

issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

Reviewed and approved as to insurance tanguage

and/or requirements.

Management

Authorized Representative or Countersignature (in States Where Applicable)

87950 (10/05)

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2015

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

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

CE	ertificate holder in lieu of such endorsement(s).						.5	
PROI	DUCER VOICE TI- 0.00	CONTAC NAME:						
Dea	ley, Renton & Associates NW IN INORP.	PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818						
P. O. Box 10550 Santa Ana CA 92711-0550 LAIC, No. E-MAIL SANTA Ana CA 92711-0550						= =		
Santa , illa 3/1 San 1 1 0000			INSURER(S) AFFORDING COVERAGE NAIC #					
			INSURER A : ACE American Insurance Company 22667					
INSU	Sarit Stelmas	INSURE	RB:			A++ XL		
PSC	DMAS SICILING	INSURER C:						
555	Appelos CA 90071	INSURE	RD:			9		
5/	arit Stelling (6)	INSURE	RE:			8	10	
	South Flower Street, Suite 4300 714-481-7917 * Angeles CA 90071 714-751-7373	INSURE	RF:					
CO	VERAGES CERTIFICATE NUMBER: 203800804				REVISION NUI			
IN CI	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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE ADDL SUBR TYPE OF INSURANCE INSURANCE POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
	COMMERCIAL GENERAL LIABILITY		19		EACH OCCURREN			
	CLAIMS-MADE OCCUR		70		DAMAGE TO RENT PREMISES (Ea occ	ED		
					MED EXP (Any one			
					PERSONAL & ADV	INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:		v.		GENERAL AGGRE	GATE \$		
	POLICY PRO- LOC				PRODUCTS - COM	P/OP AGG \$		
	OTHER: 4 4 4				COMPINED CINCLE	\$		
	AUTOMOBILE LIABILITY				COMBINED SINGLI (Ea accident)	Φ		
	ANY AUTO			20	BODILY INJURY (P			
	ALL OWNED SCHEDULED AUTOS NON-OWNED				BODILY INJURY (P	05		
	HIRED AUTOS AUTOS				(Per accident)	Ψ	* =	
	LUMPDELLA LIAD					\$		
		oved as		anguage	EACH OCCURREN			
		for requir	ements.		AGGREGATE	\$		
_	DED RETENTION \$ WORKERS COMPENSATION			and	PER STATUTE	OTH-		
	AND EMPLOYERS' LIABILITY V/N	k Mana	gement			ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)	0			E.L. DISEASE - EA			
If yes, describe under) () () () () () () () () () (E.L. DISEASE - EA			
A	DÉSCRIPTION OF OPERATIONS below Professional Liability G23638381007		10/15/2015	10/15/2016	Per Claim	\$1,000	000	
/	Claims Made		10/13/2013	10/13/2010	Annual Aggregate			
DE0.	DEDITION OF OPEN TIONS IN CONTIONS (VEHICLES) (ACCORD 404, Additional Personic School	ula manu b	a attached if we		us al)	2		
	cription of operations / Locations / Vehicles (acord 101, additional Remarks Sched Day Notice of Cancellation/10 Day notice for Non-Payment of Prem	uie, may r	be attached it mo	re space is requi	red)			
2G/	AR021800, : Construction Management and Inspection Services for	Projec	t No. 7394-I	Rehabilitatio	n of West Gar	den Grove We	ell and	
Воо	ster Pumping Facility.	,						
		I						
CF	RTIFICATE HOLDER	CANO	CELLATION					
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
	City of Garden Grove	ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE						
	Attn: Samuel Kim 13802 Newhope Street							
	Garden Grove CA 92843							
		Karin Thorp						
1				1				

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS 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 4/1/2016

forms a part of Policy No. 1015893765

Issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Reviewed and approved as to insurance language

in ym

Risk Management

Countersigned by _ _

WC 04 03 61

(Ed. 11/90)

Authorized Representative