AMENDMENT NO. 1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND CSG CONSULTANTS, INC.

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and CSG Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and the CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement with County on June 28, 2012 (hereinafter, "Agreement") to provide plan review services; and

WHEREAS, the Parties wish to amend the Agreement to include construction building inspection services on an as-needed basis.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.2.2 of Paragraph 2.0, "Scope of Service", to read as follows:

Construction building inspection services, as described in ATTACHMENT B of this AGREEMENT, are included in this scope of work and may, therefore, be requested of CONTRACTOR.

2. Amend Section 4.1 of Paragraph 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions included in and attached hereto as ATTACHMENT A and ATTACHMENT B.

3. Amend the first sentence of Section 4.2 of Paragraph 4.0, "Compensation and Payments", to read as follows:

Prices as per ATTACHMENT A and ATTACHMENT B shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually provided that negotiations for rate changes proposed by CONTRACTOR are communicated to County a minimum of ninety days (90) prior to the expiration date of this AGREEMENT.

- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Page 1 of 2

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY	CONTRACTOR*
By: Wha Darmal	CSG Consultants, Inc.
Contracts/Purchasing Contracts/Purchasing Contracts/Purchasing Contracts	Contractor's Business Name
Deputy Purchasing Agent County of Monterey 4/Sed/VO/Y	By: (Signature of Chair, President or Vice President)
ų .	Its: <u>CYRUS MIANPOUR/PRESTOENT</u> (Print Name and Title)
	Date: 7-/4-/4
Approved as to Form and Legality Office of the County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Cyrithia of Oliosopy Deputy County Counsel	Its: Nourdin Khayata Secretai (Print Name and Title)
Date: 7 16-14	Date: 7-14-14
Approved as to Fiscal Provisions	
By: Auditor Controller	
Date: 1/7-11	
Approved as to Indemnity and Insurance Provisions	
By: Risk Management	
Date:	
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*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

ATTACHMENT B – SCOPE OF SERVICES/PAYMENT PROVISIONS FOR CONSTRUCTION BUILDING INSPECTION SERVICES

Scope of Services

The Monterey County Resource Management Agency (RMA) - Building Services Division (hereinafter, "County") has identified a need to have additional resources at its disposal to provide required construction building inspection services on an as needed basis to accommodate high volume of inspection requests, staff illness and/or leave, or projects requiring special handling or expertise. County may request CSG Consultants, Inc. (hereinafter, "Contractor") to provide these additional services when needed. County shall give Contractor 24 hour minimum notice when these services are required.

Upon request of County, Contractor shall provide the County with Building Inspection Professionals who have current knowledge in the latest building codes, local ordinances and the standard accepted methods and means of building construction. Said inspectors shall be fully qualified and capable of completing scheduled construction building inspections on any and all types of building construction and occupancy types. Inspectors shall be qualified to perform structural, non-structural, plumbing, mechanical, electrical, disabled access, energy compliance, green building code inspections to insure compliance with applicable codes, ordinances and laws governing construction.

Building Inspection Professionals provided by Contractor shall be ICC Certified, with experience in the application of the trades inspected.

Inspectors shall be required as applicable to assist contractors, architects, engineers, builders, owners and permit applicants in regards to required compliance with codes, and will issue approval and/or required correction notices as needed for each and every inspection performed. Violations of any nature will be documented and reported to the Chief Building Official.

Inspections shall be performed during the County's normal working hours unless special arrangements have been otherwise made with the County and the applicant.

Payment Provisions

Compensation by County to Contractor shall be \$80.00 per hour. Mileage shall be reimbursed at the current standard Internal Revenue Service (IRS) rate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2014

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

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Arthur J. Gallagher & Co. Insurance Brokers of CA. Inc. LIC #0726293					NAME: PHONE (A/C, No, Ext): 415-536-8617 FAX (A/C, No): 415-536-8627						
1255 Battery Street, Suite 450 San Francisco CA 94111						ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #					
Califiancisco CA 94111						INSURER(S) AFFORDING COVERAGE					
00000N0 04						INSURER A: Travelers Property Casualty Co of A					
CSGCONS-01 CSG Consultants, Inc., Precision Inspection - CSG					INSURER B : Cypress Insurance Company (CA)					10855	
1700 S. Amphlett Blvd, 3rd Floor									11150		
San Mateo, CA 94402					INSURER D:						
						INSURER E :					
				000000000000000000000000000000000000000	INSURER F:						
COVERAGES CERTIFICATE NUMBER: 2038329983 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR											
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								PERSONAL & ADV INJURY	\$1,000,000		
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CERTIFICATE HOLDER CAN							CANCELLATION				
County of Monterey Contracts/Purchasing Department					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
168 West Alisal St., Šrd Floor Salinas CA 93901 USA				AUTHORIZED REPRESENTATIVE							

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your benaif:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you: or
- c. In connection with "your work" and included within the "products-completed operations nazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

 $\ensuremath{\mathsf{INSURANCE}}$ (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL GENERAL
LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CON-DITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- E. TRAILERS INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COV-ERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An insured, of SECTION II - LI-ABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE GLASS
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

performing duties related to the conduct of your business.

- 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COV-ERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2) of SECTION II - LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

 "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2. Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

 The amount paid under the Physical Damage Coverage Section of the policy for that "auto";

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor:
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

The County of Monterey, its agents, officers & employees

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a, and paragraph d of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

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.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED

ALL CALIFORNIA OPERATIONS

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 12/04/2013

Policy No. 3300065922-131

Endorsement No. 1

Insured

CSG CONSULTANTS, INC.

Premium \$

Insurance Company

Cypress Insurance Company

WC 99 04 10A

(Ed 07-07)