

**AMENDMENT TO
MASTER ENABLING AGREEMENT**
Commissioning *Rev. 2022-0104*

This AGREEMENT is made and entered into this eighth day of November, 2022 pursuant to the Public Contract Code 10700, *et seq.*, by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i> California State University Office of the Chancellor	Amendment No.: 3	Agreement No.: 180465	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: N/A
<i>Service Provider, hereafter referred to as Service Provider.</i> Digital Energy, Inc.	CSU Vendor ID No.: 2290	License No.: M21884		DIR No.: N/A

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following: Provide Commissioning Services for public works projects submitted by the California State University to engage the services of Service Provider for work defined in original agreement.

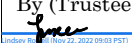


This is an Amendment to a Master Enabling Agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein.

Campuses and the administrative office shall execute a Service Order and Authorization to Proceed to secure Service Provider's peer review services under this Agreement.

Agreement No. 180465, dated July 1, 2019 is hereby amended as follows:

1. This amendment extends the term for an additional six (6) months. The term of this agreement shall be from January 1, 2023 through June 30, 2023.
2. Except as expressly provided herein, all terms and conditions of Agreement No. 180465 remain unchanged and in full force and effect.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to California State University, Lindsey Rowell, Chief of Energy, Sustainability & Transportation, (916) 402-1622.

Trustees of the California State University							Service Provider						
Campus California State University Office of the Chancellor							Firm Name Digital Energy, Inc.						
By (Trustees' Authorized Signature)  <small>Lindsey Rowell (Nov 28, 2022 09:03 PST)</small>							By (Authorized Signature)  <small>Jairam Agaram</small>						
Printed Name and Title of Person Signing Lindsey Rowell, Chief of Energy, Sustainability and Transportation							Printed Name and Title of Person Signing Jairam Agaram, President						
Address of Campus Administrator 401 Golden Shore; Long Beach, CA 90802							Address of Service Provider 555 Marin Street, Suite 230; Thousand Oaks, CA 91360						
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
Fund Name				PS Account		PS Fund	PS Dept. ID	PS Program	PS Class		PS Project/Grant		
Amount Encumbered \$ 0.00			<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>										
Amount of Increase \$ 0.00			Signature of Accounting Officer <u>N/A \$0 MEA</u>									Date	
Amount of Decrease \$0.00			<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>										
Total Amount Encumbered \$ 0.00			By Attorney  <small>Xanath (pronounced Shawna) McKeever (Nov 28, 2022 17:04 PST)</small>								Date 11/28/2022		

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" ("PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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 have ADDITIONAL INSURED provisions or 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 MARK WILLIAMS INS AGENCY 2814 Camino Dos Rios #409 Newbury Park, CA 91320		CONTACT NAME: PHONE (A/C. No. Ext): (805) 376-2818 FAX (A/C. No): (805) 376-2376 E-MAIL ADDRESS: mwilliams3@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mid Century Insurance	NAIC # 21687
		INSURER B: Mid Century Insurance	21687
		INSURER C: Underwriters at Lloyds LTD	32727
		INSURER D: Underwriters at Lloyds LTD	32727
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSL0239491596	7/13/2022	7/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			601495859	9/23/2022	9/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A09473794	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			PSL0239491596	7/13/2022	7/13/2023	CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, For General Liability and Automobile Liability policies, The State of California, The Trustees of the California State University, The University, Their officers, Employees, Representatives, Volunteers, Agents, California State University and all its entities including: Office of the Chancellor; all system wide CSU Campuses. Coverage for any claims related to the insured work is primary where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

California State University Office of the Chancellor Construction, Planning, Design Construction 401 Golden Shore, 4th Floor Long Beach, CA 90802	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 
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