

MASTER ENABLING AGREEMENT

COMMISSIONING SERVICES

This AGREEMENT is made and entered into this first day of July, 2023 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.: N/A | Agreement No.: 23-704 | Is agreement for Design Professional services: Yes (GP-8b) | Project No.: N/A |
| <i>Service Provider, hereafter referred to as Service Provider.</i> Empowered Solutions, LLC dba Veregy, Inc. | CSU Vendor ID No.: 14190 | License No.: M31150 | | 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 Service Provider shall provide new building and major renovation commissioning, retrocommissioning, and monitoring-based commissioning services for public works projects submitted by the California State University. This agreement is 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 (Exhibit B) to secure Service Provider's peer review services under this Agreement.

The Service Provider shall provide such services as more fully described in the following Rider, Exhibits, and Attachments, which by this reference are incorporated herein and made part of this Agreement:



| | | |
|--------------|-----------------------------------------------|------------------------------------|
| Rider A | Agreement General Provisions | consisting of six (6) pages; |
| Exhibit A | Project Area Scope Descriptions | consisting of four (4) pages; |
| Attachment 1 | Sample Commissioning Scope | consisting of nineteen (19) pages; |
| Attachment 2 | Sample Retrocommissioning Scope | consisting of eleven (11) pages; |
| Attachment 3 | Sample MBCx Scope | consisting of seven (7) pages; |
| Exhibit B | Service Order Authorization to Proceed Sample | consisting of one (1) page; |
| Exhibit C | Service Provider Rate Schedule | consisting of one (1) page; |
| Exhibit D | Energy Usage Intensity Report | consisting of one (1) page; |
| Exhibit E | Sample Commissioning Fee Table | consisting of one (1) page. |

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of June 30, 2027, with the option given the Trustees of extending the Agreement with the same terms and conditions for two (2) additional, two (2) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

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, and Transportation (916) 402-1622.

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participation campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A, Exhibit A, Attachment 1, Attachment 2, Attachment 3, Exhibit B, Exhibit C, Exhibit D, and Exhibit E .

| Trustees of the California State University | | | | | | | Service Provider | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------|------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------|------------------------------------------------------------------------------------------------------------------|------------|-----------|---------|------------------|------------|--|--|
| Campus California State University Office of the Chancellor | | | | | | | Firm Name Empowered Solutions, LLC dba Veregy, Inc. | | | | | | | |
| By (Trustees' Authorized Signature)  | | | | | | | By (Authorized Signature)  | | | | | | | |
| Printed Name and Title of Person Signing Lindsey Rowell, Chief of Energy, Sustainability and Transportation | | | | | | | Printed Name and Title of Person Signing Staffan Akerstrom, General Manager | | | | | | | |
| Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802 | | | | | | | Address of Service Provider 1415 Elliot Place, NW, Ste. 100; Washington, DC 20007 | | | | | | | |
| SCO Acct: | 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 | | | | N/A \$0.00 MEA | | | | 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 | | | | | | | | Date | | | |

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.

Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.
3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be disseminated to others by Service Provider unless authorized by Trustees.
6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.
8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.
 - a. Provisions of item 8a shall apply if the agreement is with a Service Provider that does **not** qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
 - b. Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action

THE CALIFORNIA STATE UNIVERSITY
EXHIBIT “A” – PROJECT AREA SCOPE DESCRIPTIONS
Veregy, Inc.

PROJECT AREA OBJECTIVES

New Building/Major Renovation Commissioning (Cx) Objectives

Per Title 24 of the California Code of Regulations (CCR), Part 6 - California Energy Code, and Part 11 - California Green Building Standards (CALGreen), building system commissioning is required for new construction with conditioned space of 10,000 SF and greater. Commissioning shall be included in addition to the requirements of the Title 24 CCR, for all California State University (CSU) major capital construction projects.

For the New Building/Major Renovation commissioning project areas, or where another design team may be involved, the CxP acts as a campus agent and as a consulting campus advisor to the design team and contractor on issues that affect commissioning. The CxP’s role is advisory, and in new building commissioning and other projects where another design review takes place, complementary to the Mechanical/Electrical Systems Reviewers’ scope of work. In all applicable cases, the two parties shall coordinate to ensure no redundant reviews are performed. For Retrocommissioning and Monitoring Based Commissioning project areas, the CxP’s role is usually not just advisory, but also implementation-focused to both identify and implement measures.

1. During the **pre-design activities**, the CxP will be expected to work with the campus project team, including occupants and controls end users, to define Owner’s Project Requirements (OPR) suitable for use in a project RFQ/RFP. In close collaboration with CSU and the campus, the CxP may be asked to help advise and develop project and design goals, measurable performance criteria, budgets, schedules, success criteria, owner’s directives, and supporting information for the OPR to form the basis from which all design, construction, acceptance, and operation decisions are made during the project lifecycle.
2. During the **design phase**, the role of the CxP will be to develop commissioning specifications and testing plan recommendations for the design team.
3. During **construction**, the CxP will be expected to monitor to ensure commissioning-related tasks are completed consistent with the approved Construction Documents and the commissioning plan, as well as facilitate building operator training.
4. During the **one-year post-occupancy period**, the CxP will be expected to provide the completed Systems Manual and any requested LEED documentation, as well as verify that the building is operating as designed, by documenting energy use intensity for the

THE CALIFORNIA STATE UNIVERSITY
Attachment 1 - Commissioning Scope of Work
Veregy, Inc.

(Sample Only – Campus to update or provide actual scope)

CSU Commissioning (Cx) Requirements and Scope

The objective of the CSU commissioning process is to provide a systematic quality assurance process that spans the entire design and construction process, including assisting the campus define Owner’s Project Requirements (OPR) verifying and documenting that building systems and components are planned, designed, installed, tested, operated and maintained to the applicable codes and standards as well as meet CSU’s project requirements.

The Service Provider engaged for this work is hereby designated as the Commissioning Provider (CxP) for the project. In this role the CxP acts as a campus agent and as a consulting campus advisor to the design team and contractor on issues that affect commissioning. The CxP’s role is advisory, and in new building commissioning, complementary to the Mechanical/Electrical Systems Reviewers’ scope of work. The two parties shall coordinate to ensure no redundant reviews are performed.

The Architect/Engineer and Contractor under their own separate contracts with the Campus are the respective Architect/Engineer-of-Record and Contractor-of-Record. The CxP shall perform to the selected scope of work using the most current CSU Commissioning Guidelines (available through the CSU CPDC [Resource Library](#)) as a reference. The CxP shall seek direction from the campus where guideline or scope requirements relative to the specific project are not applicable.

New Building/Major Renovation Commissioning (Cx) Objectives

Per Title 24 of the California Code of Regulations (CCR), Part 6 - California Energy Code, and Part 11 - California Green Building Standards (CALGreen), building system commissioning is required for new construction with conditioned space of 10,000 SF and greater. Commissioning shall be included in addition to the requirements of the Title 24 CCR, for all California State University (CSU) major capital construction projects.

The new building commissioning scope of work will involve the CxP from pre-design through its completion and a one-year post-occupancy period thereafter.

1. During the pre-design phase, the CxP shall work with the campus project team to define Owner’s Project Requirements suitable for use in a project RFQ/RFP.

THE CALIFORNIA STATE UNIVERSITY
Attachment – 2 Retrocommissioning (RCx) Scope of Work
Veregy, Inc.

(Sample Only – Campus to update or provide actual scope)

The objective of the CSU retrocommissioning process is to provide a systematic approach to test, document, review and make adjustments to bring building systems and components to the original design functionality, or to meet new functional requirements as they may change from original design, using current best practices to provide the intended functionality in the most efficient manner and meet CSU’s operational and project requirements.

The Service Provider engaged for this work is hereby designated as the Retrocommissioning Provider (RCxP) for the project. In this role the RCxP acts as a consultant and vendor to the campus to test, document, review and make adjustments to the building systems to accomplish the scope of work. The RCxP serves as the Engineer of Record for this retrocommissioning project.

The RCxP shall perform to the selected scope of work using the most current CSU Commissioning Guidelines (available through the CSU CPDC [Resource Library](#)) as a reference. The RCxP shall seek direction from the campus where guideline or scope requirements relative to the specific project are not applicable.

Retrocommissioning (RCx) Objectives

Retrocommissioning is an important process to restore optimal functionality and efficiency to aged buildings. Over time certain systems or control components of a building can become uncalibrated and adversely affect the occupant comfort and efficiency of a building’s operations. RCx pinpoints these problems and seeks to remedy them.

The existing building retrocommissioning scope of work will involve the RCxP through four phases of the project.

1. During the planning phase, the RCxP shall work with the campus project team to define Owner’s Project Requirements as well as develop a Retrocommissioning Plan.
2. During the investigation phase, the role of the RCxP is to conduct a systematic analysis of the building(s)’ performance through observation, review of building documents and O&M practices, and trending and testing of building systems.

THE CALIFORNIA STATE UNIVERSITY
Attachment 3 - Monitoring-Based Commissioning (MBCx) Scope of Work
Veregy, Inc.

(Sample Only – Campus to update or provide actual scope)

The objective of the CSU Monitoring Based Commissioning process is to utilize permanent data trending from a campus' energy management systems controlling electrical and mechanical systems to detect and diagnose faults within the systems. The MBCx process is also intended to make adjustments to bring building systems and components to bring the original design functionality, or to meet new functional requirements as they may change from original design using current best practices to provide the intended functionality in the most efficient manner and meet CSU's operational and project requirements.. The preferred software is SkySpark® analytics software, although similar software products may be considered if proposed. This includes monitoring of zone level sensor data such as space temperatures, set points, valve positions, airflow, commands, and similar data that can be analyzed to detect faults.

The Service Provider engaged for this work is hereby designated as the Monitoring Based Commissioning Provider (MBCxP) for the project. In this role the MBCxP acts as a consultant and vendor to the campus to test, document, review and make adjustments to the building systems to accomplish the scope of work. The MBCxP serves as the Engineer of Record for this monitoring based commissioning project. The MBCxP shall perform to the selected scope of work using the most current CSU Commissioning Guidelines (available through the CSU CPDC [Resource Library](#)) as a reference.

The MBCxP shall seek direction from the campus where guideline or scope requirements relative to the specific project are not applicable.

Monitoring-Based Commissioning (MBCx) Objectives

The goal of an MBCx process is to maintain existing improvements and implement further improvements to building performance over time. Monitoring-based commissioning is defined as the implementation of an ongoing commissioning process with focus on monitoring and analyzing large amounts of data on a continuous basis.

The existing building MBCx scope of work will involve the MBCxP through three phases of the project.

1. During the planning phase, the MBCxP shall work with the campus project team to establish the technical plan and define the scope of how MBCx will

THE CALIFORNIA STATE UNIVERSITY

**Exhibit "B"- Service Order and Authorization to Proceed,
Veregy, Inc.**

[Date]

Mr. John Doe, President
John Doe, LLC
555 Marin Street; Suite 230
Thousand Oaks, CA 91360

Dear Mr. Doe

[Project Name], [Project Number]
[Campus]
Service Order and Authorization to Proceed Number [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number XXXX you are hereby authorized to provide [insert as appropriate].

The Service Provider shall not perform services in excess of this Service Order without prior written authorization to proceed from the University.

Service Provider shall coordinate services with:

[CSU Campus Name]
[Campus Department]
[Executive Dean or Designated Campus Project Manager]
[Campus Address]
[Campus Project Manager's Phone Number]

The total amount to be expended under this Service Order shall not exceed [written and numerical dollar value] inclusive of reimbursables, regardless of Service Provider's cost in performing these services. Service Provider shall submit all invoices with the Agreement and Service Order and Authorization to Proceed number on each invoice to the project manager named above.

Questions regarding this authorization shall be directed to the above-named project manager.

Approved:

Fund Certified:

[Name]
[Department Head]
[Department]

[Name]
[Accounting/Fiscal Officer]
[Department]

cc:

End of Exhibit "B"

THE CALIFORNIA STATE UNIVERSITY
Exhibit "C" – Service Provider Rate Schedule
Veregy, Inc.

Empowered*

| Discipline | Maximum Rate |
|----------------------------|--------------|
| GM | \$255.00 |
| Senior Project Manager III | \$200.00 |
| Senior Project Manager II | \$195.00 |
| Senior Project Manager I | \$190.00 |
| Project Manager III | \$175.00 |
| Project Manager II | \$165.00 |
| Project Manager I | \$155.00 |
| Senior Energy Engineer IV | \$195.00 |
| Senior Energy Engineer III | \$190.00 |
| Senior Energy Engineer II | \$185.00 |
| Senior Energy Engineer I | \$180.00 |
| Energy Engineer III | \$175.00 |
| Energy Engineer II | \$170.00 |
| Energy Engineer I | \$160.00 |
| Associate Energy Engineer | \$155.00 |

Taylor Engineers*/**

| Discipline | Maximum Rate |
|------------------------------|--------------|
| Principal | \$300 |
| Senior Associate | \$265 |
| Associate | \$245 |
| Senior Engineer/Designer | \$220 |
| Mechanical Engineer/Designer | \$200 |
| Technician | \$170 |
| Office Manager | \$130 |

Morrison Hershfield */**

| Discipline | Maximum Rate |
|-------------------|--------------|
| Sr. Principal | \$260 |
| Senior Specialist | \$240 |
| Technical | \$190 |

The Engineering Enterprise */**

| Discipline | Maximum Rate |
|------------|--------------|
| Principal | \$280 |
| Associate | \$240 |

THE CALIFORNIA STATE UNIVERSITY
Exhibit "D" - New Building Energy Usage Intensity Report
Report of Building First Year Post-Occupancy Energy Consumption
Veregy, Inc.

Building Name:
 Building Functions:
 Campus:
 Building GSF:
 Commissioning Provider Name:
 Commissioning Provider Company:
 Commissioning Provider Contact Email:
 Campus Contact Name:
 Campus Contact Email:

Description of Building Energy Meters

(Provide a brief description of meters installed, whether they have been installed per manufacturer’s recommendations, and how they were calibrated. Describe if meter readings are automatically or manually read and how the data is compiled)

Building Meter Data

| Month-Yr | Electricity (kwh) | Natural Gas (Therms) | Chilled Water (Ton-Hrs) | HHW (or Steam) (Therms) | Energy Usage Intensity (kBTU/SF) |
|----------|-------------------|----------------------|-------------------------|-------------------------|----------------------------------|
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| Totals | | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2023

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 J.W. Terrill, a Marsh & McLennan Agency LLC compan 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017 | CONTACT NAME: Tamara Torbit, CIC, CISR PHONE (A/C. No. Ext): 314-594-2618 E-MAIL ADDRESS: tamara.torbit@marshmma.com | | FAX (A/C. No): 888-307-1561 | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|-------------------------------|--------|-----------------------------------------|-------|------------------------------------------------|-------|---------------------------------------------------|-------|-------------------------------------------|-------|--------------------------------------------------|-------|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E : Tokio Marine Specialty Insurance Co.</td> <td>23850</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Amerisure Insurance Company | 19488 | INSURER B : Amerisure Mutual Insurance Company | 23396 | INSURER C : Travelers Casualty and Surety Company | 19038 | INSURER D : Continental Insurance Company | 35289 | INSURER E : Tokio Marine Specialty Insurance Co. | 23850 | INSURER F : |
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| INSURER F : | | | | | | | | | | | | | | | | |
| INSURED Veregy Inc. 3312 East Broadway Road Phoenix, AZ 85040 | VEREGINTER | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1254019229

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------------|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPP20786731302 | 9/10/2022 | 9/10/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA20984530702 | 9/10/2022 | 9/10/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CU20786741102 | 9/10/2022 | 9/10/2023 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| A 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 | N/A | WC20826651101 WC21098450402 | 9/10/2022 9/10/2022 | 9/10/2023 9/10/2023 | <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 D E | Excess Liability Excess Liability Prof & Poll Liability | | | EX6S43761822NF FFX7015619228 PPK2435615 | 9/10/2022 9/10/2022 6/30/2022 | 9/10/2023 9/10/2023 9/10/2023 | Aggregate Limit Limit | \$10,000,000 \$10,000,000 \$10,000,000 |

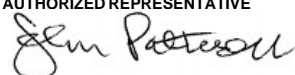
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leased & Rented Equipment - \$300,000
 Installation Floater - \$2,500,000

Pollution/Professional Liability – Tokio Marine Specialty Insurance Company
 Limit: \$10,000,000 per incident with \$10,000,000 Total Policy Aggregate Limit

Builders Risk
 Atlantic Specialty Insurance Company
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| California State University Attn: Office of the Chancellor 401 Golden Shore, 2nd Floor Long Beach CA 90802-4210 | 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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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------|--|
| AGENCY J.W. Terrill, a Marsh & McLennan Agency LLC compan | | NAMED INSURED Veregy Inc. 3312 East Broadway Road Phoenix, AZ 85040 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

7900261400004
 Effective: 9/10/22 to 9/10/23
 Limit - \$8,000,000 for all but Frame
 Frame limit - \$1,000,000

Riggers Liability
 Amerisure Mutual Company
 CPP20786731302
 Effective: 9/10/22 to 9/10/23
 Limit - \$25,000 limit
 Deductible - \$1,000

Cyber Insurance
 Coalition Insurance Solutions, Inc.
 Policy #C4MK1098964
 Effective: 9/10/22 to 9/10/23
 Limits: \$5,000,000 with \$250,000 retention

Additional Named Insureds:
 Veregy Consolidated, Inc.
 CTS Midco, LLC
 CTS Holdco, LLC
 Midstate Holding Corp.
 Control Technology & Solutions L.L.C.
 Johnson-Melloh Solutions LLC
 Dynamix Energy Services Company, LLC
 Dynamix Engineering Ltd.
 Midstate Energy, L.L.C.
 Urban Energy Solutions, LLC
 Four Star Mechanical, LLC
 Four Star Fabricators and Service Company, LLC

The State of California, the Trustees of the California State University, the CSU, and their officers, employees, representatives, volunteers and agents are included as Additional Insured(s) for General Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

PW Energy SW MEA: 22-704 Veregy, Inc.

Interim Agreement Report










2024-01-19


| | |
|-----------------|------------------------------------------------|
| Created: | 2023-09-08 |
| By: | Jacqueline Lizarraga (jlizarraga@calstate.edu) |
| Status: | Out for Signature |
| Transaction ID: | CBJCHBCAABAAAnY2bHc9W1LvOLrceAfGXGGEXkjB4jY |

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"PW Energy SW MEA: 22-704 Veregy, Inc." History


-  Document created by Jacqueline Lizarraga (jlizarraga@calstate.edu)
2023-09-08 - 8:13:41 PM GMT
-  Document emailed to Rachel Patterson (rpatterson@calstate.edu) for approval
2023-09-08 - 8:14:52 PM GMT
-  Email viewed by Rachel Patterson (rpatterson@calstate.edu)
2023-09-08 - 10:43:55 PM GMT
-  Document approved by Rachel Patterson (rpatterson@calstate.edu)
Approval Date: 2023-09-08 - 11:17:58 PM GMT - Time Source: server
-  Document emailed to STAFFAN AKERSTROM (sakerstrom@veregy.com) for signature
2023-09-08 - 11:17:59 PM GMT
-  Email viewed by STAFFAN AKERSTROM (sakerstrom@veregy.com)
2023-09-08 - 11:37:07 PM GMT
-  Document e-signed by STAFFAN AKERSTROM (sakerstrom@veregy.com)
Signature Date: 2023-09-09 - 0:00:37 AM GMT - Time Source: server
-  Document emailed to Lindsey Rowell (lrowell@calstate.edu) for signature
2023-09-09 - 0:00:38 AM GMT
-  Email viewed by Lindsey Rowell (lrowell@calstate.edu)
2023-09-21 - 5:45:06 PM GMT

 Document e-signed by Lindsey Rowell (lrowell@calstate.edu)

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2023-09-21 - 5:46:00 PM GMT

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 Document signing delegated to John Walsh (jwalsh@calstate.edu) by ogccontracts@calstate.edu

2023-09-21 - 10:41:12 PM GMT

 Document emailed to John Walsh (jwalsh@calstate.edu) for signature

2023-09-21 - 10:41:12 PM GMT