



**AMENDMENT TO
 MASTER ENABLING AGREEMENT
 Systemwide Energy Storage Program**

2021-0520

For use on any CSU project.

This AMENDMENT AGREEMENT is made and entered into this April 1, 2022 as 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>	Amendment No.:	Agreement No.:	Is agreement for Design Professional services: No (GP-8a)	Project No.:
The California State University, Office of the Chancellor	2	180565		N/A
<i>Service Provider, hereafter referred to as Service Provider.</i>	CSU Vendor ID No.:	License Number:		DIR No.:
EDF Renewables Distributed Solutions, Inc.	10334	1050533		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 services to the CSU for the implementation of the Systemwide Energy Storage Program Master Enabling Agreement Energy Storage Site License & Service Agreement (the Program).

Agreement No. 180565, dated April 1, 2022, is hereby amended as follows:

1. This Amendment No. 2 exercises the option to extend the term of Agreement No. 180565 for an additional one (1) year period from April 1, 2022, to April 1, 2023, with zero (0) options to extend the term of Agreement No. 180565 remaining.
- 1.2 Except as expressly provided herein, all terms and conditions of Agreement No. 180565 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, Capital Planning, Design and Construction.

Trustees of the California State University							Service Provider						
Campus The California State University, Office of the Chancellor							Firm Name EDF Renewables Distributed Solutions, Inc.						
By (Trustees' Authorized Signature) <small>Elvyra San Juan (Jul 12, 2022 16:44 PDT)</small>							By (Authorized Signature) <small>Raphael Declercq (Jul 12, 2022 15:35 EDT)</small>						
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor							Printed Name and Title of Person Signing Raphael Declercq, EVP Distributed Solutions & Strategy						
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802							Address of Service Provider 5 Commerce Avenue; West Lebanon, NH 03784						
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 <small>Kelly Cox (Jul 13, 2022 08:19 PDT)</small>									Date 07/13/2022		
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 (Jul 20, 2022 12:02 PDT)</small>									Date 07/20/2022		

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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Riverside, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED EDF Renewables Distributed Solutions, Inc. Attn: Risk Management 5 Commerce Avenue West Lebanon, NH 03784
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CANCELLATION:

Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



ADDITIONAL REMARKS SCHEDULE

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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 . FORM TITLE: Certificate of Liability Insurance .

GENERAL LIABILITY - TB2-661-066040-041:

- * Includes Designated Construction Project Or Designated Location Combined Aggregate Limits - With Total Aggregate Limit For All Projects And Locations – as per Form LC 25 19 01 15
 - Designated Construction Project(s) or Designated Location(s): All "locations" and all construction projects at which you are performing ongoing operations.
 - Total Aggregate Limit for all Projects and Locations: \$10,000,000

WORKERS' COMPENSATION - WC7-661-066040-021:

- * States Covered - Item 3A: AK AR CA CO DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI
- * States Not Covered - Monopolistic States: ND OH WA WY
(These states are not covered for Worker's Compensation.)
- * Stop Gap Employer's Liability - States Covered: ND OH WA WY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents RE: Agreement Number 160636.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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
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, LESSEES 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 Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All Locations.

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:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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
 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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by contract or written agreement prior to loss and allowed by law.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

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

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

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

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

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

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

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law.

Job Description

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-661-066040-21

Effective Date 09/01/2021

Premium \$

Issued to EDF Renewables, Inc.

Endorsement No.