

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

Campus, hereafter referred to as Trustees, and	Amendment No.:	- C	Is agreement for	Project No.:
The California State University, Office of the Chancellor	2	180565	Design Professional	N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID	License Number:	services:	DIR No.:
EDF Renewables Distributed Solutions, Inc.	No.: 10334	1050533	No (GP-8a)	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, al 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					Firm Name					
The California State Univer	rsity, Offic	ce of the Chan	cellor	EDF Renewables Distributed Solutions, Inc.						
By (Trustees' Authorized Signature	e)			By (Authorized Signature)						
· Out				Rapl	iael Decler	rcg	_			
Elvyra San Juan (Jul 12, 2022 16:44 PDT)	a			Raphael I	Declercq (Jul 12, 202	22 15:35 ED	/			
Printed Name and Title of Person					ed Name and					
Elvyra F. San Juan, Assistant Vice Chancellor				Raphael Declercq, EVP Distributed Solutions & Strategy						
Address of Campus Project Admini	istrator			Address of Service Provider						
				5 Commerce Avenue; West Lebanon, NH 03784						
SCO Acct Fund Sub Fund	Agency	Yr. Ref/Item	Category	Pre	ogram Ele	ment	Compon	ent Chapter	Fiscal Y	Yr. Legal Ref.
Data:									22/2	3
Fund Name PS Account PS Fund					PS Dept. ID	PS	Program	PS Class	PS I	Project/Grant
Amount Encumbered	I herehy cer	tify upon my pers	onal knor	nledge	that hudget	ed func	ls are avai	lable for the ne	riod and	l nurnose of the
\$0.00						i purpose of the				
Amount of Increase	Amount of Increase									
\$0.00 Signature of Accounting Officer Kelly Cox (A) 13, 2022 08:19 PDT)  Date  07/13/20					07/13/2022					
Amount of Decrease I hereby certify that I have examined the written Agreement and find the same to be in accordance with the					e with the					
\$0.00	requirements of California State University Contract Law. G. ANDREW JONES, General Counsel									
Total Amount Encumbered										
\$0.00	By Attorn	ey	Xanath (pr	ronounced	Shawna) McKeever (J	lul 20, 2022 1	2:02 PDT)		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.



**MBRANDMAN** 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2021

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 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)

and comments accession comes righted to the comments include in the	o. cuci. c			
PRODUCER License # 0757776	CONTACT NAME:			
Riverside, CA - HUB International Insurance Services Inc.	PHONE (A/C, No, Ext): (951) 788-8500 FAX (A/C, No): (951)	788-8502		
Civerside, CA 92517	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: Liberty Mutual Fire Insurance Company			
NSURED	INSURER B : Liberty Insurance Corporation	42404		
EDF Renewables Distributed Solutions, Inc.	INSURER C: ACE Property & Casualty Insurance Company	20699		
Attn: Risk Management 5 Commerce Avenue	INSURER D : Berkley Assurance Company	39462		
West Lebanon, NH 03784	INSURER E :			
	INSURER F:			

**COVERAGES CERTIFICATE NUMBER: 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,

INSR			ADDL	SUBR	LIMITS SHOWN MAY HAVE BEEN POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT		
LTR	L	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR	х	Х	TB2-661-066040-041	9/1/2021	9/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X	See Remarks						MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	X	OTHER: Capped at \$10,000,000							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X	ANY AUTO	Х	Х	AS7-661-066040-031	9/1/2021	9/1/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			XOO G71745119 003	9/1/2021	9/1/2022	AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 25,000							\$	
В	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	X	WC7-661-066040-021	9/1/2021	9/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
		datory in NH)	II, A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional Liab-CM			PCADB-501531-0921	9/1/2021	9/1/2022	Retro 11/01/10,Limit		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Agreement Number 160636.

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.

Waiver of Subrogation applies where required by an executed written contract as respects General Liability, Auto Liability and Workers' Compensation per attached endorsements.

CERTIFICATE HOLDER	CANCELLATION
	CANCELLATION

California State University Office of the Chancellor Construction Planning, Design & Construction 401 Golden Shore 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

AGENCY CUSTOMER ID: EDFRENE-02

**MBRANDMAN** 

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page	1	of	1
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		6 NAMED INSURED EDF Renewables Distributed Solutions, Inc. Attn: Risk Management	
		5 Commerce Avenue West Lebanon, NH 03784	
CARRIER	NAIC CODE		
SEE PAGE 1	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

#### **ADDITIONAL REMARKS**

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

#### POLICY NUMBER: TB2-661-066040-041

## 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**

# Name Of Additional Insured Person(s) Or Organization(s): The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

RE: Agreement Number 160636.

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", "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;
  - **2.** In connection with your premises owned by or rented to you.

#### However:

- 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.

### POLICY NUMBER: TB2-661-066040-041

## 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.

#### POLICY NUMBER: TB2-661-066040-041

# 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.

**WC 04 03 06 R1** Ed. 08/01/2013