

Upgrades, Scope and/or Schedule Change Acknowledgment

This Acknowledgment is made in accordance with Section 9 of the Special Conditions, as defined in that Energy Service Agreement – Solar, between County of Fresno, a political subdivision of the State of California (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated December 12th, 2023 (the “Agreement”) for the County of Fresno, Area 2 Sheriff Substation located at 1129 N. Armstrong Ave, Fresno, CA 93727, USA (the “Project”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of _____, 2026 (the “Acknowledgment Effective Date”).

1. Type of Change

- Distribution Upgrades (ITC Eligible)
- Scope Changes (ITC Eligible)
- Scope Changes (Non-ITC Eligible)
- Day for Day Extension
- Extension for Good Cause
- Other: Specific Items for Scope of Work

2. Description of Change.

Purchaser has requested that Provider design and construct the Project utilizing existing Purchaser-provided canopy structures. Accordingly, the Parties acknowledge and agree that the Provider’s scope of work shall be limited to furnishing and installing only those canopy components and performing only those modification identified in Schedule 7, as amended herein. Provider shall not be responsible for the condition, adequacy, code compliance, structural integrity, or future performance of any existing canopy structures or components that are not furnished or modified by Provider. Any degradation, failure, or required upgrade of existing canopy structures shall be the sole responsibility of Purchaser and shall not give rise to any obligation by Provider to remove, replace, redesign, or reinstall the PV system or canopy components at Provider’s cost.

3. The Schedule 7 of the Agreement is hereby amended as follows:

- Section 1.4 is deleted in its entirety and replaced with the following:
 - “1.4. All newly erected solar canopy arrays will have a minimum overhead clearance height of 10'-0” and a painted or Hot-Dip Galvanized finish at discretion of Provider, but in a color reasonable acceptable to Purchaser. Provider shall furnish and install only those canopy components that require modification to the existing Purchaser’s provided canopy structures. Provider’s responsibility under this scope is limited solely to (i) the canopy components furnished by Provider and (ii) the modifications Provider performs to the existing canopy structures. Provider shall not be responsible for correcting, upgrading, or ensuring compliance of any portions of the existing canopy structures that are not modified or furnished by Provider.”

- Section 1.5 is deleted in its entirety and replaced with the following:
 - “1.5. Provider shall remove only those existing trees and light poles that directly conflict with the installation of Provider-furnished canopy components, as reasonably determined by Provider and approved by Purchaser. Tree removal shall be limited to the minimum extent necessary for installation, and tree stumps shall be ground to 6” below grade. Purchaser shall be responsible for the costs associated with that additional scope if needed. Purchaser can elect to address that additional scope itself or require that Provider address it through the change order process described in Schedule 2.”

- The following sections are added to Schedule 7:
 - “1.25. Provider shall perform all modifications necessary for the Provider-furnished components to integrate properly with the existing canopy structures to support the Project, including but not limited to:
 - Providing and installing a Governmental Authority approved module mounting system for the Provider-furnished or modified portions of the canopy;
 - Installing height safety signs for areas associated with Provider-furnished components; and
 - Ensuring all Provider-furnished purlins are constructed of G90 galvanized steel or better.”

 - “1.26. Provider shall provide wheel stops in all locations where (i) existing conditions reflect prior use of wheel stops and Provider is furnishing replacement wheel stops; or (ii) Provider-installed conduit or equipment is exposed to potential vehicle damage and is not otherwise protected by existing concrete abutments.”

 - “1.27. Canopy structures will reuse the existing under-canopy LED lighting, which is assumed to comply with Title 24 requirements. If such existing LED lighting is determined not to comply with Title 24 requirement, Purchaser shall be responsible for providing additional funding to address such non-compliance. Where existing light poles are removed as part of Provider’s expressly defined scope, Provider shall ensure continuity of lighting circuit(s) to existing lights which are to remain.”

- 4. Performance Acknowledgment. Any reduction in system performance, availability, or energy output attributable to the condition, failure, or noncompliance of existing canopy structures or Purchaser provided components shall be excluded from Provider’s performance guarantees under the Agreement and shall not constitute a default or performance shortfall.

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

County of Fresno

FFP BTM Solar, LLC

By: _____
Name: Garry Bredefeld
Title: Chairman of the Board of Supervisors of the County of Fresno
Date: _____

By:  _____
Name: Ruben Fontes
Title: President
Date: 2/27/2026

ATTEST
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By _____
Deputy

For accounting use only:

Org No.: 8935
Account No.: 7431
Fund No.: 1045
Subclass No. 10000