

Exhibit A

Project Description

- i. Location (property address): 1017 Bridge St, Colusa, CA, 95932
- ii. Site (specific area within the Location) (Section 1.1):
 - Autozone (PV0.1, PV0.3)
 - South Roof (PV0.1, PV0.3)
 - Building 2 (PV0.1, PV0.3)
 - Structure 1-6 (PV0.1, PV0.3)
- iii. Estimated Capacity (estimated nameplate capacity): 574.01 kW DC
- iv. Site Owner (Section 1.1):
 - Gregory Partners, L.P.
 - P.O. Box 1018
 - Rancho Murieta, CA 95683
- v. Owner (System owner): Blue Sky Utility LLC
- vi. Contract Price (Section 1.1): \$1,968,584.27
 - Amount paid to date for executed Limited Notice to Proceed (LNTP): \$150,000
 - Contract Price contingent on Construction Financing by Owner.
 - Interconnection Costs not included in Contract Price, to be reimbursed at Cost plus 10%.
 - Building Permit and Inspection Fess not included in Contract Price, to be reimbursed at Cost plus 10%.
- vii. Payment Schedule (Section 1.1) See Schedule 1 attached hereto.
- viii. Scope of Work (Section 1.1) See Schedule 2 attached hereto.
- ix. Project Schedule (Section 1.1): (conditioned based on submitted schedule)
 - a. Guaranteed Final Completion Date: January 10, 2018
 - b. Guaranteed Startup and Commission Completion Date: January 5, 2018
 - c. Guaranteed Substantial Completion Date. (Section 1.1): December 12, 2017
 - d. Utility Permission to Operate date: December 15, 2017
- x. Major Subcontractors (Section 2.11.2):

- D7 Roofing Services, Inc.
 - Roofing, materials & installation
 - Anchor patches, materials & installation
 - Stanchion /Standoff Boot installation
- Skyline Steel, Inc.
 - Solar Support Structures, materials & installation
 - Module Installation (solar support structures)
- DRI
 - Electrical, materials & installation
 - Inverter & Monitoring installation
 - Racking installation (roof)
 - Module installation (roof)
 - Electrical, materials & installation on Carports
 - Inverter installation on Carports

xi. Liquidated Damages

- a. Substantial Completion (Section 3.4.1): N/A
- b. Startup and Commissioning (Section 3.4.2): \$0.15 per kilowatt hour below agreed PVSyst per Day

xii. Liquidated Damages Cap (Section 3.4.5): 2.5% of Contract Price

xiii. Supplemental Budget (Section 1.1)_____

Contractor agrees to perform work with respect to this Project, including, without limitation, the design, furnishing of labor, materials, equipment and services for a complete, fully functional Solar PV System, as per the attached Scope of Work and the plan set dated June 14, 2016 and in accordance with the Agreement and professional industry standards and all local, federal and state electrical and building codes. Contractor shall commence the Work in connection with the Project upon the issuance by Owner of a Notice to Proceed or Limited Notice to Proceed with respect to the Project.

APPROVED BY:

CONTRACTOR:
Bright Power Inc.

By: 

Name: Brian Peterson

Title: President

OWNER:
Blue Sky Utility LLC

By: 

Name: Ran Bujanover

Title: President

Schedule 1

Payment Schedule

EPC Mobilization billing/progress payment	10%
Materials Deposit Payment (Solar Structures)	15%
Progress payment upon completion of Roofing	10%
Progress payment upon completion of Solar Structures	10%
Progress payment for PV modules installed (Roof)	5%
Progress payment for PV modules installed (Solar Structures)	10%
Progress payment for electrical and Inverter completion (Roof)	10%
Progress payment for electrical and Inverter completion (Solar Structures)	10%
Progress payment for Substantial Completion	10%
Final payment upon acceptance of system by Owner	10%

Schedule 2 Scope of Work

Engineering, Procurement and Construction

The Scope of Work (“Work”) of this project includes the following items. Whether stated or not, the Work shall include, but is not limited to, all of the labor, materials, equipment, design services, construction services, and other services necessary to complete the tasks set forth below. The Work shall also include any additional services, supervision, testing, labor, supplies, materials, transportation, tools and other equipment and machinery which, although not expressly required by or listed in this EPC Contract, can be reasonably inferred as being necessary for the proper performance by the EPC Contractor of its obligations, whether completed or partially completed, hereunder in accordance with Prudent Wind Industry Practice.

General

- Provide qualified management to oversee the construction work at all times that work is progressing on the site. Notwithstanding the foregoing, provided that EPC Contractor is providing appropriate supervision at all times that construction workers are active on the site, the project manager and project superintendent may share duties on this project with projects of the EPC Contractor.
- Provide all labor for the construction.
- Provide field offices, storage containers, dumpsters, portable toilets and other temporary measures as required to execute the work.
- Provide equipment necessary for unloading and storage of any materials delivered to the project site.
- Provide red-line As-built drawings for the civil, foundation, and electrical work. Within thirty (30) days following the issuance of the Final Completion Certificate, EPC Contractor shall prepare and deliver to Owner, detailed as-built plans accurately depicting the Project including, without limitation, all underground structures if in the scope of the project.
- Provide soil compaction, soil quality, and concrete strength testing to be performed by a certified independent laboratory.
- Provide all required layout for this scope of work from survey points and provided benchmarks
- If needed, provide foundation engineering, grounding and soil resistivity testing and associated construction control affidavits
- If needed, provide structural engineering of the tower and associated construction control affidavits
- If needed, provide all design and construction control affidavits related to the civil or electrical engineering.
- Provide all notifications of, and coordination with, utilities and DigAlert prior to excavations.
- Provide all costs of all insurances specified in **Exhibit R** to the Agreement.

Design / Build Specifications

- Prepare or engage such experienced, licensed and suitable subcontractors to prepare final Design/Build Specifications required for the completion of the Work including any and all civil, electric and mechanical drawings and specifications.
- Submit all such Design/Build Specifications to the Owner for its review, approval and acceptance in accordance with the terms of this EPC Contract.

Civil/Sitework

- Prepare Civil Engineering drawings as required by local governing jurisdiction for parking lot striping revisions.

Foundation Work

- Foundations for Solar Structures is included in steel fabricators scope of work.

Erection Work

- Prepare a detailed site laydown plan and crane selection analysis.
- Arrange all logistics surrounding the transportation of the Solar System components to the project site, including offloading of all of the components to their designated locations on site.
- Complete final assembly of the Solar System in accordance with manufacturers' specifications.
- Perform all rigging and erection of the Solar System in accordance with the specifications.
- Perform all final electrical connections and internal wiring of the Solar System to achieve grid connection.

Electrical Work

- Perform all electrical work in accordance with the electrical drawings prepared in accordance with this EPC Contract.
- Provide all grounding.
- Furnish and install all electrical and communications conduit.
- Furnish and install all electrical and communications cable from the Solar System to the transformer and to the switchgear and from there to the interconnection with the grid.
- Perform all terminations and voltage testing required.
- Furnish and Install pad mounted Transformer if required by design.
- Additional equipment to be included as required equipment by Interconnecting Utility as a condition to interconnection of the Solar System on the Host Site side of the meter.

Commissioning Work

- Perform preliminary start-up operation of the Project and all of its respective component systems and equipment prior to performance testing, to determine and establish the operability of those systems and equipment.
- Perform, in conjunction with the manufacturer, commissioning of the Solar System with the Test Procedures and the procedures.
- Perform utility witness testing as required by Interconnecting Utility.