

## **Operations and Maintenance Agreement**

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To

Blue Sky Utility, LLC or Assigned

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**O&M Agreement**  
**North State Grocery - Colusa Solar System**

February 14, 2017

Blue Sky Utility, LLC  
Attn: Ran Bujanover  
PO Box 5571  
Napa, CA 94581  
ran@blueskyutility.com

**SUBJECT: Operations and Maintenance Agreement BPI – North State Grocery - Colusa Solar System**

Dear Mr. Bujanover,

Bright Power Inc. ("BPI") is pleased to present for your review and consideration the following Agreement for the Operations and Maintenance of the solar photovoltaic power system at North State Grocery - Colusa Solar System in Colusa, CA. BPI is a renewable energy Engineering, Procurement and Construction management (EPC) contractor.

**Colusa Solar Systems:**

1017 Bridge Street, Colusa, CA 95932  
Size: 574.01 kW DC STC

Should you decide the project is a worthwhile undertaking, we are eagerly prepared to support you and initiate the project. Please review the following information, and do not hesitate to call me directly should you have any questions. I look forward to discussing the project with you further.

Sincerely,

Brian Peterson

**President**



# O&M Agreement

## North State Grocery - Colusa Solar System

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# O&M Agreement

## North State Grocery - Colusa Solar System

### 1) General Information

#### Document Properties

Attribute(s)	Value
Client:	Blue Sky Utility, LLC or Assigned
Client's Mailing Address:	PO Box 5571, Napa, CA 94581
Document Title:	Operations and Maintenance Agreement – North State Grocery - Colusa Solar System
Date:	February 14, 2017
Authors:	Ninah Moody, Brian Peterson

#### Distribution List

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Kevin Berryhill	BPI – Operations	<a href="mailto:kevin@bpi-power.com">kevin@bpi-power.com</a>
Ninah Moody	BPI – Project/Construction Manager	ninah@bpi-power.com



# O&M Agreement

## North State Grocery - Colusa Solar System

### 2) Cost for Operation and Maintenance

Operations and Maintenance managed by BPI.

Name	Term	Total Amount
North State Grocery - Colusa Solar System (includes 1 annual panel washing)	5/year	\$7,103.00/per year

Additional Optional Panel Washing

Name	Washes	Total Amount
North State Grocery - Colusa Solar System	1ea	\$6,003.00/ea

Pricing will be increased 2% annually, beginning January 1<sup>st</sup> of each year.

BPI T&M rates

Time & Materials	Rate
Principal in Charge	\$220.00/hour
Project Manager	\$150.00/hour
Assistant Project Manager	\$115.00/hour
Project Engineer	\$130.00/hour
Project Technician	\$115.00/hour
Procurement Manager	\$100.00/hour
Administrative	\$85.00/hour
Overtime / Double Time	1.5x rate / 2.0x rate
Mileage	At IRS current rate
Service Truck (Instrumentation included)	\$10.00/hour
Materials/Rental Equipment	Cost plus 15%

BPI T&M rates shall not exceed 2% annual increase.



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## North State Grocery - Colusa Solar System

### 3) Proposed Operations and Maintenance Plan

#### Services included in the base price:

- Module Cleaning – Once annually in spring time
- Customer Tech Support
- Performance Monitoring
- Performance Reports
- Alarm Monitoring and Notification
- Roof inspections during module cleaning
- Annual Preventative Maintenance
  - Thermal images of all equipment, as well as PV arrays to look for damaged electrical components
    - String Inverters
    - DC & AC Disconnects
    - AC Combiner Panel
    - Transformers
    - Main Service Board
    - Weather Station (if applicable)
    - Data Acquisition System (if applicable)
  - Inverter Inspection
    - Inverter filter cleaning
    - Inverter pad cleaning
  - PV panel inspection
    - Check for broken or damaged panels
  - Inspection of all electrical equipment for water ingress, rust, or structural damage
    - String Inverters
    - DC & AC Disconnects
    - AC Combiner Panel
    - Transformers
    - Main Service Board
    - Weather Station (if applicable)
    - Data Acquisition System (if applicable)
  - Inspection and Voltage & Current testing
    - Voltage test of strings
    - Inverters
    - DC current testing
    - Open circuit voltage testing
    - Visual inspection of mechanical components
    - Mounting systems
  - Visual inspections of AC & DC electrical components
    - Including conductors
    - Conduit
    - Connectors
    - Enclosures
    - Disconnects
    - Switch gear



## **O&M Agreement**

### **North State Grocery - Colusa Solar System**

- Routine monitoring system maintenance and data integrity check, as required
  - Routine system maintenance to include correction of loose electrical connections, ground connections
  - Replacement of defective modules found during testing
  - Other minor maintenance repair work
  - Inspect combiner boxes
  - Tighten connections
  - Site drainage inspection
  - Ground system testing
  - Sensor calibration / replacement

#### **Services on a Time and Material basis**

- Corrective maintenance Covered by third party warranty
- Corrective maintenance Not Covered by third party warranty
- Emergency trips not covered by the Warranty

Please refer to your BPI Operations and Maintenance Manual for corrective repair activities.



## O&M Agreement

### North State Grocery - Colusa Solar System

#### 4) Performance Guarantee

**Measured Performance Ratio:** Contractor guarantees that the net output from the Project in the first two years of operation (from the Placed in Service Date to each of the first two anniversaries of the Placed in Service Date, "Year One" and "Year Two" respectively) shall meet or exceed the Expected Performance Ratio for such year, when tested in accordance with the test procedures set forth in Exhibit C (System Testing Protocols) of the EPC. As set forth in Exhibit C of the EPC, at the first and second anniversary of the Placed in Service Date, Contractor shall calculate (i) the actual annual output of the Project the "Annual Output") and (2) the theoretical annual output as determined by PVsyst for the year (the "PVsyst Output"); it being understood and agreed that the PVsyst Output shall be calculated in accordance with Exhibit P of the EPC. The "Measured Performance Ratio" is referred to herein as the performance ratio, expressed as the percentage, that the Annual Output for the period bears to the PVsyst Output for that period. The "Expected Performance Ratio" for each of Year One and Year Two is as set forth in the following table:

Year	Expected Performance Ratio
One	90%
Two	89.5%

**Performance Guarantee Damages:** In the event that the Measured Performance Ratio does not meet or exceed the Expected Performance Ratio for Year One, the Parties agree that Owner shall be entitled to liquidated damages due to the lost revenue in an amount equal to the difference between the Expected Performance Ratio for the year and the Measured Performance Ratio for Year One (expressed as a percentage) multiplied by the product of the PVsyst Output and the value of \$0.1834 (\$/kWh) ("First Year Performance Guarantee Damages"). In the event that the Measured Performance Ratio does not meet or exceed the Expected Performance Ratio for Year Two, the Parties agree that Owner shall be entitled to liquidated damages due to the lost revenue in an amount equal to the difference between the Expected Performance Ratio for Year Two and the Measured Performance Ratio for Year Two (expressed as a percentage) multiplied by the product of the PVsyst Output and the value of \$0.1889 (\$/kWh) ("Second Year Performance Guarantee Damages" together with the First Year Performance Guarantee Damages the "Performance Guarantee Damages"). Contractor shall pay any applicable Performance Guarantee Damages within thirty (30) days after Owner invoices Contractor for the same.

**Performance Guarantee Damages Reasonable:** The parties agree that it would be extremely difficult or impracticable under the presently known and anticipated facts and circumstances to ascertain and fix the amount of actual damages that would be suffered due to contractor's failure to achieve the expected output for the project. Therefore, the parties acknowledge that the performance guarantee damages are a fair and reasonable pre-estimation of the amount of damages which would be suffered by owner for such failure, and that the performance guarantee damages do not constitute a penalty.





**O&M Agreement**  
**North State Grocery - Colusa Solar System**

**5) Agreement Acceptance / Signature Page**

**OWNER:** Blue Sky Utility, LLC or Assigned

**CONTRACTOR:** BPI

BY: 

PRINT NAME: Ran Bujanover

TITLE: President

DATE: 2/15/17

BY: 

PRINT NAME: Brian Peterson

TITLE: President

DATE: 2/15/17



# O&M Agreement

## North State Grocery - Colusa Solar System

### 5) Exhibits

#### Exhibit A - Contractor's License and Proof of Insurance

BPI holds Engineering A (power stations), and Electrical C-10 contracting license with the State of California #: 930054.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/13/2017		
<b>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.</b>						
<b>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).</b>						
<b>PRODUCER</b> Andreini & Co-Santa Rosa 220 W 20th Ave San Mateo CA 94403		<b>CONTACT NAME</b> PHONE (A/C No.) Ext: 650-573-1111 FAX (A/C No.): 650-378-4361 E-MAIL ADDRESS:				
<b>INSURED</b> Bright Power, Inc. dba BPI P.O. Box 10637 Napa CA 94581		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
BRIGH-3		INSURER A: Great American Assurance Co.		44393		
		INSURER B: West American Insurance Co.		22314		
		INSURER C: RSUI Indemnity Company		35076		
		INSURER D: State Compensation Ins Fund				
		INSURER E:				
		INSURER F:				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 1235260543</b> <b>REVISION NUMBER:</b>						
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.						
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL SUBN INSD WVR</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>	<b>LIMITS</b>
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLP1055246	6/12/2017	6/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAW56791512	6/17/2017	6/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		NHA242751	6/12/2017	6/12/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	193792617	3/14/2017	3/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Proof of Coverage			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 Cristina Ruckstuhl			

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
# O&M Agreement

## North State Grocery - Colusa Solar System

### Exhibit B – BPI Site Visit Report

		SITE VISIT REPORT	
BPI EMPLOYEE: _____		DATE: _____	TIME: _____
SITE NAME: _____		PROJECT ADDRESS: _____	
TOTAL WORK HOURS: _____		TOTAL TRAVEL HOURS: _____	
PURPOSE OF VISIT:			
WORK PERFORMED:			
OBSERVATIONS:			
ACTION ITEMS:			

## Exhibit C – BPI Maintenance Report



# MAINTENANCE REPORT

Site: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 BPi Employee: \_\_\_\_\_

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Mechanical inspection of PV installation

- ☐ Inspect all arrays for broken/damaged modules
- ☐ Look for missing/damaged clamps, racking components, conduits etc.
- ☐ Inspect roofs for damage (before and after cleaning)

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Thermal inspection of inverters, combiner boxes, PV disconnects, and arrays

- ☐ Remove all plastic screens, etc. (Either cut off all sources of power first or wear flash suit).  
 Take thermal images of each section of the inverter (will require several pictures for each inverter). Be sure to get the wire terminations and other important electrical components in the frame.  
 Walk through arrays and scan the panels looking for unusual hot spots (don't need to photograph arrays unless something shows up).

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**Be sure to label each picture**

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Cleaning

- ☐ Clean inverter air filters using simple green and water.
- ☐ Clean irradiance and temperature sensors on the weather station.

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Photos

- ☐ Arrays before the cleaning
- ☐ Panel cleaners while they are working
- ☐ Arrays after they are all clean
- ☐ Any damage or missing components etc. that came up during the mechanical inspection

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**OBSERVATIONS:**

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**ACTION ITEMS:**