

AMENDMENT NO. 1 TO K-1819-109

This Amendment No. 1 to Contract K-1819-109 is made on the ____ day of May, 2019 by and between the City of Norman, Oklahoma, a municipal corporation (the “City”) and Francis Solar, LLC.

WITNESSETH:

WHEREAS, Volkswagen (VW) and the federal government reached a \$603 million consumer fraud settlement with 44 states in 2016 related to the installation of software on over 500,000 of its cars to deceive government exhaust emissions tests;

WHEREAS, the settlement with VW resulted in the creation of a VW Environmental Mitigation Trust Agreement, which allocated \$21 million in funding for Oklahoma; and

WHEREAS, Oklahoma has created a grant program called ChargeOK to provide approximately \$3.1 million of Oklahoma’s VW Trust Agreement funds for the purpose of installing electric vehicle charging stations throughout Oklahoma in transportation corridors and single point locations.

WHEREAS, Council adopted Resolution No. R-1819-70, appropriating \$6,900 for the purposes of employing Small Arrow Engineering, LLC (“SAE”) to assist with the City’s ChargeOK grant application.

WHEREAS, SAE is working with Francis Solar, an Oklahoma based electric vehicles systems provider to ensure that, if the grant application is approved, charging stations installed in Norman will be consistent with other stations in the state and use compatible Charging Station Networking Software; and

WHEREAS, the City and Francis Solar entered into an agreement (K-1819-109) on February 26, 2019 for the construction of up to four electric vehicle charging stations, contingent on a successful grant application for ChargeOK funding; and

WHEREAS, Francis Solar submitted an application for ChargeOK funding and was awarded funding for the installation of two (2) of the four (4) sites requested in Norman, including one at the OnCue Express #111 on Flood Avenue and the Rudy’s Country Store & BBQ on Chautauqua Avenue; and

WHEREAS, Francis Solar has offered to install the two (2) sites that were not awarded ChargeOK grant funding, along with one (1) additional site at the City’s Downtown Municipal parking lot for an additional \$5,000.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the City and Francis Solar hereby agree to amend Section II of Contract K-1819-109 as follows:

II. Award of Grant Funds.

- a. Upon award of grant funds, Francis Solar will hire Small Arrow Engineering, LLC as a site-level engineer for EV Charger installations.
- b. Upon award of grant funds, Francis Solar and the City will enter into a joint-marketing agreement substantially in the form attached hereto as Exhibit A and implementing one of the following payment options:
 - i. Lump sum payment per charging station - \$9,000
 - ii. Annual payment over 3 years - \$3,670
 - iii. Annual payment over 5 years - \$2,300
- c. If no grant funds are awarded, the parties acknowledge that any construction and installation of charging stations will require approval of an amendment to this agreement.
- d. Installation of Charging Stations.
 - i. Francis Solar will install charging stations at the following locations:
 1. Mathis Sleep Center, 1200 24th Avenue NW – 2 x 150kW Level 3 charger
 2. Longhorn Steakhouse, 210 N. Interstate Drive – 2 x 50kW Level 3 charger
 3. Rudy's BBQ and Country Store, 3450 Chautauqua Avenue – 2 x 50kW Level 3 charger
 4. OnCue Express #111, 3601 N. Flood Avenue – 2 x 150kW Level 3 charger
 5. Downtown Municipal Parking Lot, 223 E. Gray Street, 2 x 50kW Level 3 charger.
 - ii. Francis Solar will provide the following for each charging station site.
 1. Coordination with utilities to provide necessary services at the charger sites
 2. Procurement of all equipment, additional materials, equipment rental, and labor needed for a turnkey installation.
 3. Concrete foundation setting

4. Installation of new service load center, meter cabinet, and switchgear
5. Trenching and backfill for all required lengths downstream of new service
6. Conduit and wire installation to charging equipment
7. Bollard and/or wheel stops installed
8. Electric vehicle signage, stenciling and parking re-striping (as needed)
9. Cellular network installation and setup
10. Final test and commissioning of equipment
11. Permitting and inspection fees and scheduling
12. Customer overview of operation and features

All other terms of Contract K-1819-109 shall remain in full force and effect.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies and effective on the date executed by the City.

FRANCIS SOLAR, LLC.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

CITY OF NORMAN, OKLAHOMA

Approved as to form and legality this ____ day of _____, 2019.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 2019.

ATTEST:

Clerk

Mayor