



DATE: December 18, 2024

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Nathan Madenwald, Utilities Engineer

SUBJECT: Approval of Contract K-2425-86 - \$18,250
Solar Array Repairs at Water Reclamation and Water Treatment Facilities

BACKGROUND:

Solar arrays were installed at the Water Reclamation Facility and Water Treatment Facility as part of Contract K-2021-121. The project was completed and was declared substantially complete in December 2022 with production ongoing.

At the Water Reclamation Facility, the northernmost section of the array was impacted by a car on September 16, 2023. This section of the array was taken offline pending repair. Additionally, compensation for the damage of the array was received from the insurance company based on the initial quote of \$78,655 from the original installation contractor.

At the Water Treatment Facility, several panels were found to be partially damaged though still producing due to minor impacts from normal maintenance of the facility.

DISCUSSION:

Subsequent to the quote from the original installation contractor, additional quotes were requested from several contractors and are summarized in the table below.

Contractor	Quote Amount	Status
BioStar	\$89,026	Rejected due to highest price
Solar Power of Oklahoma	\$45,000	Contractor out of business
EightTwenty	No Bid	
Techsico Solar	\$18,250	Proposed for award

Funding for this work will be:

- \$17,000 – WRF Solar Facility construction account (32999911-46101 / WW0331)
- \$1,250 – WTP Solar Facility construction account (31993395-46101 / WA0370)

Reviewed by: Chris Mattingly, Utilities Director *CM*

[Signature] 12/18/2024
Date

[Signature]
Signature

APPROVED
 DISAPPROVED

BY: Darrel Pyle, City Manager
 Shannon Stevenson, Assistant City Manager

cc: Anthony Purinton, Assistant City Attorney *AP*

office memorandum



Norman Solar Farm Service
3500 S Jenkins Ave, Norman, OK 73072

Service Work Deliverables

SOLAR FIELD

Remove damaged racking underneath solar panels

Re-Install piles and purlins/tables using same OMCO racking equipment

Install new panels to replace the damaged section (14 panels total)

Redo stringing on damaged section into solar inverter

Replace damaged panels on second solar farm (up to 1 pallet worth minus those used on damaged array)

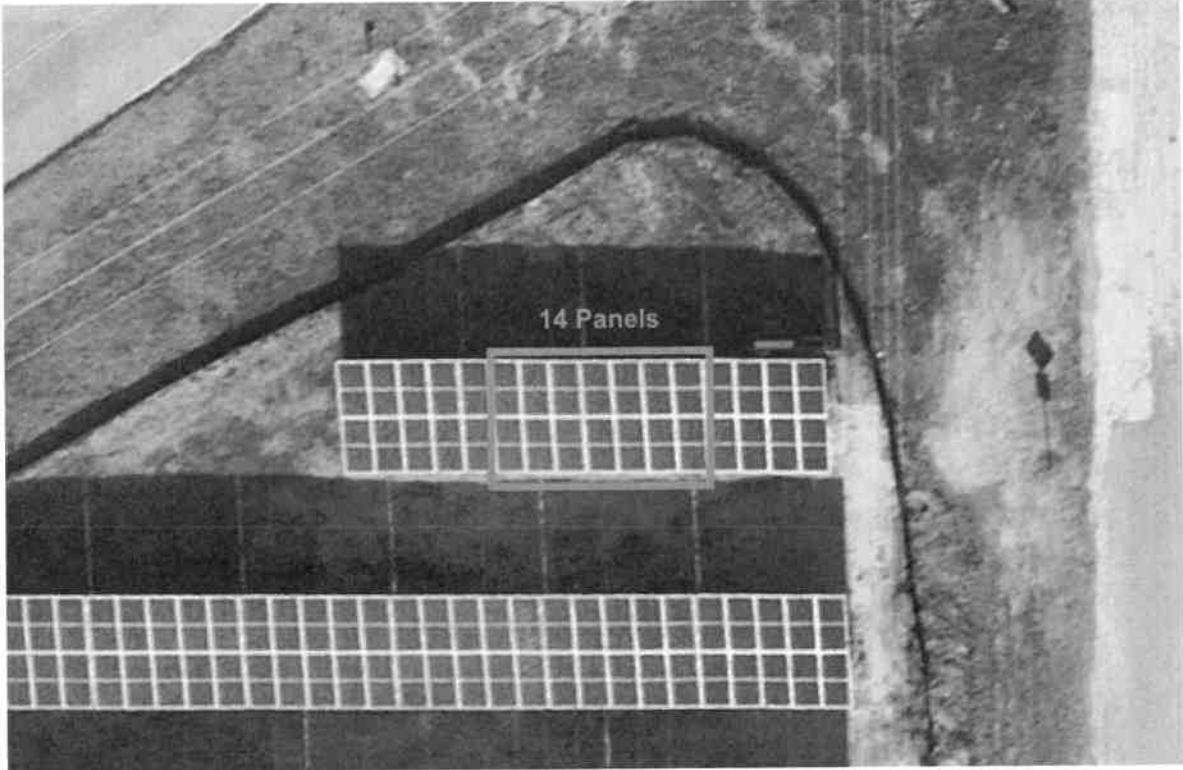
ROOFTOP ARRAY

Adjust electric panel and conduit to seal off from water intrusion

Confirm monitoring status for the system via Enphase

Pallet of solar panels (Qty: 30) Wattage: 435W	\$4,250
Racking and Labor	\$14,000
<hr/>	
Total	\$18,250





Acquire replacement OMCO racking of same type, reinstall new piles, new tables/purlins, and install 14 new panels, and redo stringing into inverter



Rooftop Solar Solar Carports Solar Farms Energy Storage EV Charging

Techsico Solar is a Tulsa based full service renewable energy company and the only company in Oklahoma with two NABCEP PV Installation Professional certifications.

We provide expertise on project feasibility, interconnection, permitting, design & engineering, procurement, installation, and O&M for turnkey renewable energy projects of all sorts, and are dedicated to our home-town Tulsa area.



PV Installation Professional

John-Michael Lyons
PV-121816-022849



PV Installation Professional

Ted Monhollon
PV-013023-013811





Techsico, a company with over 22 years of dedicated service, takes pride in being a trusted resource for Oklahoma's educational institutions, municipalities, as well as commercial and industrial sectors. Our commitment to Oklahoma is to provide innovative solar and energy solutions. Our quality, experience, and reputation have awarded us solar projects all over Oklahoma, including Fortune 100 companies. Our knowledge and expertise in the solar industry has resulted in calls from The National Renewable Energy's Laboratory (NREL) to collaborate on projects from large organizations to local municipalities from around the country.

Our local presence is indispensable. If an unexpected emergency arises, we can have our electricians on site, within 24 hours. This is the kind of service you should expect and will receive with Techsico Solar.

- 22 years in business, headquarters in Tulsa, OK
- Specializing in educational, municipal, commercial, and industrial sectors
- Only Oklahoma company with 2 NABCEP PV Installation Professional Certifications (Jack Lyons , Ted Monhollon)



OKELEC #112564



Experience/Reference:

Aaon (commercial Industrial)

- 10MW service, 830kW 13.2kV tie in
- Rooftop solar
- Austin Embry 918-382-6359

Muncie/Inter-Pump Group (commercial Industrial)

- 2.5MW service 1000A 480V tie in
- Rooftop Solar
- Wade Farmer 800-367-7867

Muscogee (Creek) Nation

- 2.5MW service 700A 480V tie in
- Ground mount solar
- Tribal Utility Authority

Staff experience:

Ted:

- Coordinated 120 different 1MW+ services for EV charging across the state of Oklahoma in an 8-month timeline
- 9-Years of commercial solar design experience
- NABCEP PVIP

Jack:

- O&M 5-10 MW farms
- 8 years of commercial solar installation experience
- NABCEP PVIP

John:

- Energy & Building Management Electronics 'Gesellenbrief' with 8 years of experience installing, consulting, and designing in the German market.

Crew:

- Commercial industrial electricians with extensive experience working on commercial industrial equipment, OKELEC #1 12564

Techsico:

- 20+ years in commercial industrial construction
- \$15M in assets
- 84 Employees



Contract for Solar Installation

Contractor Information

Techsico Solar
5516 E 9th St
Tulsa, OK
74112
(918) 720-0000

Customer Informations

Norman Utilities Authority
3500 S Jenkins Ave
Norman, OK
73072

1. **AGREEMENT.** This 'Agreement' is made between Norman Utilities Authority ('Customer') and Techsico Solar, effective Dec 18 2024 (Agreement Effective Date). Techsico Solar and Customer may individually be referenced herein as a 'Party', or collectively, as the 'Parties'. Any arrangement between the Customer and any external financing party is independent of, and outside the scope of this Agreement.
2. **SCOPE OF WORK.** Techsico Solar will provide the services, materials and labor described herein, for the installation of a Solar Photovoltaic Grid-Tied System ('System') at the property located at 3500 S Jenkins Ave, Norman, OK 73072 (the 'Site'). This includes building and construction materials, necessary labor and site security, and the required tools and machinery needed for completion of construction. Key components to include:

Modules	1 Pallet	LONGi LR4-72HBD-435M
Inverters	0	
Batteries	-	-
Other Components	See Service Deliverables Attached	

* With Customer's consent, module brand and size may be changed, subject to the constraint that total System wattage must not decrease, due to unforeseeable supply constraints.

3. **DESCRIPTION OF SERVICES.** Techsico Solar will provide to the customer the following services for the installation of the System (collectively, the 'Service'):
 - Conduct site assessment
 - Engineer and design System
 - Obtain building and electrical permits
 - Reserve state-based incentive and submit application for incentive monitoring (if applicable)
 - Facilitate interconnection approval with utility and post-installation meter exchange(if applicable)
 - Install System
 - Test System to ensure it is operational
 - Obtain Inspection Approvals

4. TOTAL PRICE:

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Total Price of the System and Services	\$ 18250.00
Expected Value of Upfront Financial Incentives to be paid directly to Techsico Solar from state, local or utility sources	\$ 0.00
Remaining Balance to be Paid by Customer* *Note that if actual Upfront Financial Incentives are different from Expected Value of Upfront Financial Incentives, the Customer will be responsible for paying the difference.	\$ 18250.00

5. PAYMENTS

- a. An initial payment of 50% is due at the time of execution of this Agreement.
- b. The final payment of 50% will be due upon substantial completion of installation of the System.
- c. If payments are to be made through a Company-approved third-party financing company, these payment terms will be replaced by those offered by the third-party financing company.

6. ACCESS. Customer agrees to cooperate fully in the performance of the work performed by Techsico Solar and shall provide safe and convenient access to the roof or other areas upon which the System is to be installed. Customer is responsible for removing or covering items inside or outside the structure that might be soiled or damaged by the performance of the Services. Customer represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the System. TIME. Contract Work shall commence approximately one (1) week after all permits and approvals have been obtained, at a time mutually agreeable between Customer and Techsico Solar. Techsico Solar estimates that the Contract Work will be substantially completed approximately one (1) week after commencement, notwithstanding that which is beyond Techsico Solar's control. Techsico Solar makes no explicit claim regarding timeliness in which utility may complete required system interconnection. All timeframes in this Section 7 are targets. Actual timelines may vary.

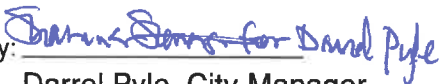
7. EARLY TERMINATION. Either Party may terminate this Agreement if the other Party defaults on any of its material obligations under this Agreement, and fails to remedy or take bona fide actions to commence the remediation of such default within five (5) days after receipt of written notice of default. In the event of such early termination, Norman Utilities Authority shall pay Contractor for any fees and costs associated with Services rendered prior to termination that conform with the Scope of Work.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9. CHANGE ORDER. Customer may make changes to the scope of the work from time to time during the term of this Agreement. However, any such changes or modifications shall only be made in a written "Change Order", which is signed and dated by both parties. Such Change Orders shall become part of this Agreement. Customer agrees to pay any increase in cost as a result of any written, dated and signed Change Order. In the event that the cost of a Change Order is not known at the time a Change Order is executed, Techsico Solar shall estimate the cost thereof and the Customer shall pay the actual cost, whether or not this cost is in excess of the estimated cost. FORCE MAJEURE . Techsico Solar reserves the right to delay performance of the Services or cancel this Agreement in the event of Force Majeure. Force Majeure events include issues beyond the control of Techsico

Solar, and/or those which Techsico Solar could not reasonably have been expected to avoid, including acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or damage of the System by a third party, war, riot, action by a governmental authority, or changes in applicable law, or the failure of a third party (including a governmental authority) to grant or recognize a necessary permit, license, or approval.

10. **LIMITATION OF LIABILITY.** Techsico Solar shall be liable for damage to the System's installation area where such damage is caused by its negligence, but shall not be liable for damage to old, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations. Techsico Solar's aggregate liability shall be limited to amounts due to be paid to Techsico Solar under this Agreement. Unless otherwise indicated herein, Techsico Solar makes no guarantee regarding the System's output. Notwithstanding any provision of this Agreement and to the extent permitted by law, neither the Customer nor Techsico Solar, nor any of each of their subsidiaries, affiliates, directors, officers, employees or agents, be liable to the other party for any punitive, indirect, incidental, consequential, reliance or special damages or for lost revenues, lost savings or lost profits of any kind, regardless of the form of action.
11. **CONTRACTOR'S WARRANTY.** All Services performed by Techsico Solar under this Agreement shall be performed in a good and workmanlike manner in accordance with industry standards. Techsico Solar warrants its work to be free from material defects for a period of ten (10) years from the date the Services are rendered. Labor or materials provided by other manufacturers is not included with Techsico Solar's warranty, except for the services provided by Techsico Solar to install, repair, or service non-contractor materials. Techsico Solar's warranty does not cover damage typically covered by Customer's insurance, such as damage caused by falling trees or limbs, or normal wear and tear of the roof, substructure, siding or electrical system. Techsico Solar's warranty also does not cover issues caused by animals, weather-related events, improper maintenance of the System, the roof's underlying structure, or by any action of a party other than Techsico Solar or a Techsico Solar-authorized party. Internet connectivity for monitoring or data transmission / signal loss issues, and relocation or reconfiguring of the System are the responsibility of the Customer.
12. **MANUFACTURER WARRANTY.** For Customer's benefit, and to the extent any such warranties are actually obtained, Techsico Solar will pass through all relevant manufacturer's warranties, and on a best-efforts basis, interface with vendors to facilitate enforcement of any original equipment manufacturer (OEM) warranties. Customer must deliver written notification to Techsico Solar within thirty (30) days after the claimed defect is discovered. The warranty claim notification must detail a description of the reason for the claim, the operating hours on the affected unit and the date of the failure/incident.

Signed By: 
Darrel Pyle, City Manager

Date: Dec 18 2024



NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL - CUSTOMER COPY

Today's Date: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Techsico Solar, 5516 E 9th St, Tulsa, OK 74112 not later than midnight of the third business day after {today's date}.

I hereby cancel this transaction.

(Date)

(Buyer's Signature)



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If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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