

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, May 12, 2025, 4:00 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, May 9, 2025 (Front door of City Hall & City Website)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/642904677>

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

Mayor: Tammi Goerdts

Council at Large:	Abby Cummins-VanScoy	Council At Large:	Jason Paustian
Council Ward #1	George Welker	Council Ward #2	Mike Helm
Council Ward #3	Luke Johnston	City Attorney:	Lynch Dallas, P.C.
City Manager:	Brian Wagner	Gas Supt:	Darren Lenz
Finance Director:	Melissa Armstrong	Electric Supt:	Jon Walsh
City Clerk:	Amy Lenz	Water & Sewer Supt:	Brian Brennan
Dir. Of Public Works:	Steve Nash	Ambulance Svc Dir:	Brad Ratliff
Police Chief:	Lisa DuFour	Economic Dev. Dir.	Linda Beck
Park & Recreation:	Adam Spangler	Library Director:	Denise Smith

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Agenda Additions/Agenda Approval

E. Communications:

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

F. Consent Agenda

1. Approval – Liquor License, The Wandering Crowd (Kick-Off to Summer Event)

G. City Business

1. Discussion and possible action concerning Engineering Services Agreement with Garden and Associates related to storm water management.
2. Resolution No. 051225A: Resolution approving the Tipton Solar Array Agreement

H. Reports of Mayor/ Council/ Manager/ Department Heads

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. Department Heads

I. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 886-6187 to arrange for accommodations/transportation.

Amy Lenz

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<licensingnotification@iowaabd.com>
Sent: Friday, May 9, 2025 12:25 PM
To: Amy Lenz
Cc: licensingnotification@iowaabd.com
Subject: Application App-215830 Ready for Review

Hello,

Application Number App-215830 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: THE WANDERING CROWD LLC

DBA: The Wandering Crowd LLC

License Number:

Application Number: App-215830

Tentative Effective Date: 6/13/2025

License Type: Class C Retail Alcohol License (LC)

Application Type: New

Amendment Type:

Thank you.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this _____ day of _____, 2025, by and between the City of Tipton, Iowa, a Municipal Corporation, 407 Lynn Street, Tipton, Iowa 52772, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3rd Avenue East, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Tipton did heretofore deem it necessary and desirable to construct improvements related to the storm water management between the Mulberry St. & E. South St. intersection and S. Cedar St. (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a lump sum fee of \$25,500.00 for engineering design services and an hourly upper limit fee of \$14,800 for construction services.; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee of \$40,300.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than **May 2, 2025**.

III. GENERAL TERMS AND PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Tipton City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Tipton City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph III(D), the CONSULTANT shall be solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Tipton City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data on a flash drive upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. Upon payment in full in accordance with this Agreement, all instruments of services generated by CONSULTANT shall become the property of the CITY.

M. CONSULTANT shall maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.

2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.

3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Tipton as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00).

N. CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

O. The CONSULTANT maintain Certificates of Insurance in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

A. The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total lump sum fee of \$25,500.00 for the design and bidding phase and an hourly fee estimated at \$14,800.00 for construction services. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

1.	Topographic and Boundary Survey and Easement Exhibits	\$11,200
2.	Preliminary & Final Design Bidding Phase	\$14,300
3.	Construction Staking & Admin, Shop Drawing Review	\$14,800

Provided, however in express acknowledgement that this Agreement is a COMPLETION DATE CONTRACT without which the CITY would not have engaged the CONSULTANT.

V. INDEMNIFICATION, ENGINEERING STANDARDS.

A. The CONSULTANT agrees to fully indemnify, save and hold the CITY, its officers, representatives, and employees, harmless from liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents or employees in connection with the Project.

B. The CONSULTANT represents to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted professional standards, said accepted professional standards shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Scott County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.

No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

The persons signing this Agreement represents that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONSULTANT:
Garden & Associates, Ltd.



Rick Teed, Vice-President

CITY OF TIPTON:

Tammi Goerd, Mayor

ATTEST:

Amy Lenz, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

E. SOUTH STREET STORM WATER MANAGEMENT

1. Preliminary Design and Final Design of Improvements for storm water management in the southeast quadrant of the E. South Street and S. Cedar Street intersection.
2. Preparation of Final Plans and Specifications
3. Preparation of Bidding Documents, and Conduct Bid Letting
4. Preparation of Utility Easement Exhibits with Legal Descriptions
5. Construction phase services including staking, review of shop drawings, pay applications, and record drawings of improvements.

RESOLUTION NO. 051225A

RESOLUTION APPROVING THE "TIPTON SOLAR ARRAY AGREEMENT"

WHEREAS, the City Council of the City of Tipton has evaluated thirteen proposals to construct a solar array of not more than one-megawatt to serve as part of the municipal electric utility; and

WHEREAS, after careful consideration, the City Council concluded that the City should proceed with the proposal submitted by Custom Builders of Tipton, Inc. (Custom Builders) in the amount of \$1,672,875.00.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tipton does hereby approve the "Tipton Solar Array Agreement" (Agreement) with Custom Builders and:

- 1.) Authorizes the city attorney to put the Agreement into its final form.
- 2.) Authorizes the Mayor and City Clerk to execute all contract documents and other documents related to this Agreement.

PASSED AND APPROVED this 12th day of May 2025.

Tammi Goerdt, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 051225A which was passed by the Tipton City Council this 12th day of May 2025.

Amy Lenz, City Clerk

Tipton Solar Array Agreement

This Agreement is made this 12th day of May 2025, by and between **Custom Builders of Tipton, Inc.**, an Iowa limited liability company, [hereinafter "Contractor"] and the City of Tipton, IA, [hereinafter "City" or "Owner"] to perform the work identified in this Agreement and otherwise defined by the Project documents.

PROJECT: Solar ground mount array, to produce no more than .99 megawatt

OWNER: City of Tipton, IA

ARCHITECT: N/A

CONTRACTOR: Custom Builders of Tipton, Inc.

SUBCONTRACTOR: See Subcontractor list attached hereto

IN CONSIDERATION OF THE OBLIGATIONS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- Construction Site Location / Description of Project:** The construction site is located at Generally: Lot 2 of Lot D, Exc Lot 3 or D S ½ SE. Approximately 5 acres. The Project is described as the construction/installation of Solar Array project as described In the RFP attached hereto. (As described in more detail in project plans and specifications which will be reviewed and acknowledged as approved and accepted by the initials and/or Signature of City and Contractor on same prior to project commencement.)
- Contract Price:** Owner agrees to pay Contractor the sum of One Million, Six Hundred Seventy Two Thousand, Eight Hundred Seventy-Five dollars and no cents. (\$1,672,875.00) for completing the work described as the Project. The Contractor will be paid substantially the same as follows:

20% downpayment	\$334,575
30% with delivery of materials	\$501,872
40% upon substantial completion	\$669,150
10% retainage	\$167,288

Above, "delivery of materials" means "delivery and installation of racking and delivery and installation of electrical gear."

"Retainage" is "due upon completion and sign off," but includes the Iowa Code requirements for the release of retainage.

- Scheduled Start of Construction:** Work under this Agreement shall commence within twenty-one (21) calendar days after the following contingencies have been met:

- A. Complete plans and specifications have been approved and initialed by Owner and Contractor.
 - B. Owner has obtained and provided to Contractor all architectural approvals from subdivision, neighborhood, or governmental authorities required, if any.
 - C. All appropriate building permits have been issued.
 - D. All equipment and materials have been delivered to Contractor or the construction site.
4. **Scheduled Completion of Construction:** Work under this Agreement shall be substantially completed by **October 31, 2025** subject to any amendments, modifications, or revisions as otherwise contemplated and executed by the parties hereunder. The parties acknowledge that time is of the essence.
5. **Documents Incorporated Herein:** This Agreement includes and incorporates by reference the required disclosures and notices under applicable federal and state laws. **This Agreement also incorporates as if set forth in full herein the following documents which further define and describe the Work to be completed by Contractor:**
CONSTRUCTION PLANS AND SPECIFICATIONS, EQUIPMENT DATA SHEETS WHERE APPLICABLE, AND PROPOSAL SUBMITTED BY CONTRACTOR TO RFP.
6. **Scope of Contractor Work and Owner Responsibilities:**
- A. The Project is a solar photovoltaic energy system installation with all wiring and connections for operation with the following specifications:
 - (1) Number of panels to be installed: See Exhibit A, RFP response
 - (2) Panel manufacturer and model number: See Exhibit A, RFP response
 - (3) Tilt of panel array: See Exhibit A, RFP response
 - (4) Azimuth of panel orientation: See Exhibit A, RFP response
 - (5) Standoff above the surface: See Exhibit A, RFP response
 - (6) Number of inverters to be installed: See Exhibit A, RFP response
 - (7) Inverter manufacturer and model number: See Exhibit A, RFP response
 - (8) Total panel area: See Exhibit A, RFP response
 - (9) Annual estimated production of KWH: Amended to 1,956,680 per Roth Electric's email of 4/21/25. (See attached Exhibit B.)
 - (10) Monitoring system developed by: See Exhibit A, RFP response
 - (11) Manufacturer of mounting system: See Exhibit A, RFP response
 - (12) Other equipment or materials to be used or installed: See Exhibit A, RFP response
 - B. The Contractor will design, engineer, create a site plan, and construct the Project as required by the Contract Documents and all applicable laws, regulations, and ordinances. Contractor represents and warrants that the completed Project will qualify for net metering.

- C. The Contract Price set forth in section 2 assumes the structural supports will be adequate to carry the load of all equipment to be installed and Work to be performed under this Agreement. If reinforcement of any existing structural supports is required, Contractor shall be entitled to a Change Order and an extension of the completion date, if necessary.
- D. Sizing of system components for this Project is based upon the best information available at the time this contract was prepared and is subject to change. Plans may require changes when there is a change in (1) the rated capacity of existing or proposed electrical service switchgear; (2) the ~~roof space or~~ open land available for mounting solar modules; (3) the history of energy costs at the construction site; (4) the availability of solar incentives, credits, and rebates.
- E. The cost of upgrading or replacing existing electrical service switchgear is not included in the contract price. If upgrade or replacement of existing switchgear or connection to the utility grid is required, Contractor ~~may request is entitled to~~ a Change Order for the additional cost and an extension of the Completion Date.
- F. This Agreement excludes the following tasks, which shall remain the responsibility of Owner:
- (1) Tree removal or relocation.
 - (2) Trimming of landscape materials.
 - (3) Structural, cosmetic, or electrical work except as provided in the contract documents.
 - (4) Removal or abatement of hazardous substances.
 - (5) Repair or replacement of damaged or inoperable materials or equipment that was on the job site prior to commencement of the Project.
 - (6) Demolition, relocation, or installation of water, gas, sewer, electric, or communication lines except as provided in the contract documents.
 - (7) Relocation of sprinklers, fire alarms or security systems.
- G. Owner grants to Contractor, consultants, and Subcontractors of Contractor a non-exclusive right of entry to the construction site location during normal working hours. Owner will identify preferred points of access and designated parking areas for construction personnel.
- H. The contractor will promptly apply for permits or approvals which must be issued in the name of Owner. Contractor will assist Owner in obtaining these permits and approvals as is reasonably necessary. Contractor is entitled to a Change Order for additional time to complete the Project if obtaining permits or approvals for Owner delays the Project.

- I. With guidance from Contractor, Owner will negotiate an agreement with **Tipton Municipal Electric** ~~each utility company~~ required to connect with the Project. Contractor will perform all interconnection work which a utility company requires to be performed by Owner. Owner understands that each utility company will retain any improvements made by that utility company and will require a utility easement to provide services on those utility improvements.
- J. When the Project is ready for testing performance, Contractor will notify Owner at least two (2) business days before conducting a test of the system. Contractor will conduct performance tests using procedures within industry standards, including the performance of an in-house Integrated Power internal commissioning test. When Contractor has determined that the Project has been designed, engineered, and constructed in compliance with this Agreement, and when the Project has passed final inspection by building or other required inspecting authorities, **including testing and acceptance by Tipton Municipal Electric, Contractor will make any alterations required by the City of Tipton.**
- Contractor will notify Owner of completion. Owner will, within two (2) business days, review the Project to verify the Work is substantially completed. Upon completion of this review, Owner will either (1) identify reasons, in writing, why Owner believes or claims the Project is not completed; or (2) acknowledge and agree, in writing, that the Project is complete AND Owner assumes responsibility for the Project, including security, insurance coverage, and utility charges.
- K. When Owner has assumed responsibility for the Project as contemplated herein, Contractor shall provide Owner with originals of any of the following in Contractor's possession or control:
- (1) Permit "sign-offs" or other approvals of any governmental agency, utility company, or department having authority over the Project;
 - (2) Paper and electronic copies of approved design drawings, product data, test data, and reports;
 - (3) "As built" specifications marked to identify the manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed;
 - (4) Operating instructions and maintenance recommendations for all equipment and systems installed;
 - (5) Warranties, guarantees, bonds, or certificates of compliance issued during performance of the Work.
- L. When Owner has acknowledged that Work on the Project is complete, Contractor is not responsible for improper modification or alteration of installed equipment, faulty repair attempts, deliberate abuse, insufficient ventilation of electrical components, failure to comply with applicable safety standards or regulations, flood, lightening, over-voltage, storm, or fire.
- M. Owner will take all commercially reasonable steps to prevent over-shadowing or interference with equipment installed as a part of the Project. Protection of solar rights is the responsibility of the Owner.

- N. Owner ~~will be responsible for the preparation and submission of grants to Contractor the right to prepare and submit~~ applications in the name of and on behalf of Owner for any and all solar incentives, rebates, and credits for which the Project may qualify. ~~Contractor agrees to work with the owner on the completion and submittal of such applications, providing necessary information, data, and Contractor signatures and assurances, where appropriate.~~ Contractor agrees that all rebates, incentives, environmental attributes, reporting rights, Renewable Energy Credits (RECs), and tax credits payable or available under any law or program as a result of the Project are the property of Owner. Contractor makes no guarantee on the availability of solar incentives other than as specifically provided in this Agreement. Owner is advised to consult legal and accounting professionals on the availability of solar incentives. Incentives can change. Contractor is not responsible for changes in incentives after a building permit is issued for the Project.
- O. Owner will provide access to the internet through a network maintained by Owner to support monitoring of the solar energy system installed by Contractor. Access must be through an Ethernet (CAT5) line with a RJ45 connector or cellular devise near the electrical panel, solar array or an electrical outlet close to a router or switch with POE or POE++ capabilities.
- P. Testing and acceptance by a public utility is part of this Agreement. Contractor will make any alterations required by the City of Tipton.
- Q. If the solar modules or other equipment planned for the Project are not available or are on long back order when needed, Contractor will recommend another panel currently available and appropriate for the Project. Owner will have the option to substitute the equipment originally intended for use with the equipment recommended by Contractor.
- R. For a period of one (1) year after completion of the Project, Contractor will perform the following maintenance services, at no additional charge to Owner:
- (1) Inspect all system components for function and security. Inspection will include, as is appropriate, solar modules, combiner boxes, inverters, wiring, monitoring roof penetrations, and structural supports.
 - (2) Make repairs as required to restore the system to normal operating parameters including replacement of deteriorated or damaged parts, subject to the exclusion referenced herein. "Make repairs" includes removing, replacing, and testing damaged or out-of-specifications parts or materials; provided, however, Contractor shall not be responsible for repairs to or replacement of materials or components that Contractor did not install or engineer or for any materials or components damaged due to weather, abuse, unauthorized modification, or repairs performed by other than qualified personnel.
- S. For an additional fee, Contractor will provide continued annual maintenance on the Project as specified in section R beyond one (1) year following completion of the Project. To secure said services, Owner must notify Contractor, in writing, of the intention to exercise this option *at least thirty (30) days prior to expiration of the one (1) year period following completion of the Project.*

~~The Annual Maintenance Agreement is included in Exhibit C. service fee shall be \$.03 per kilowatt capacity, which service fee shall be invoiced annually on each anniversary of the Project completion thereafter. This maintenance agreement may be terminated at any time by either party upon written notice to the other before annual maintenance is performed.~~

- T. For an additional fee, Contractor will provide system monitoring services on the Project for Owner. To secure said services, Owner must notify Contractor, in writing, of the intention to exercise this option *prior to completion of the Project*.

~~The System Monitoring Agreement is included in Exhibit D. The annual monitoring service fee shall be \$.01 per kilowatt capacity, which fee shall be invoiced annually on each anniversary of the Project completion thereafter. Contractor will monitor system operation using a Web-based measurement and verification system. As part of this service, Contractor will notify Owner when operation fails to meet performance criteria set for the Project. The Project requires monitoring to ensure production meets expectations. Without monitoring, solar collection may fall below design values for an extended period of time. This Agreement for solar equipment monitoring may be terminated at any time by either party upon written notice to the other.~~

7. **Changes to Work:**

- A. Except as provided elsewhere in this Agreement, no change to this contract (including modification, clarification, interpretation, or correction of the plans or specifications) shall be made without mutual agreement and a written Change Order (**Exhibit E**) signed by Contractor and Owner identifying the change, the cost of the change, and the effect on the Project schedule, if any.
- B. Any change in plans, specifications, or contract documents necessary to conform to existing or future laws, codes, ordinances, or regulations shall necessitate a Change Order.

8. **Warranty:** In addition to the “WARRANTY” section of the RFP instructions, these additional terms apply:

- A. Contractor will obtain from all Subcontractors, material, and equipment vendors, standard guarantees and warranties supported by manufacturer warranties (if any, and where applicable) on the machinery, equipment, services, technology, and other components used in the Project. These warranties will be assigned directly to Owner by Contractor. If any defects are discovered within a warranty period, Contractor will act as agent of Owner to resolve warranty issues with the appropriate Subcontractor, equipment, or material manufacturer at no expense to Owner. Warranty services will be performed in a timely manner and at the reasonable convenience of Owner. Contractor warrants that all material and equipment will be installed in compliance with the manufacturer instructions and that all repairs will be performed in a manner that preserves warranty coverage to the extent possible.
- B. No warranty coverage is provided for defects caused by improper use, operation,

corrosion, erosion, abuse, unauthorized modification, normal wear and tear, or repairs performed by other than qualified personnel. At the option of Owner, Owner may contact the Subcontractor, equipment, or material manufacturer directly to make a warranty claim.

- C. Except as otherwise expressly provided in this Agreement, Owner agrees that Contractor makes no other warranties and assumes no other liabilities, whether in contract or in tort, on the design and installation of materials and equipment for the Project. Insofar as permitted by the laws of the state of Iowa, Contractor disclaims any implied warranties of merchantability or fitness for a particular purpose. Owner shall have no remedy against either Contractor or Subcontractor for any defective work except as provided in this Agreement.
9. **Attorneys Fees to Enforce Agreement:** In the event either party breaches this Agreement and the other party must pursue litigation to enforce any provision of this Agreement, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and expenses so incurred for said legal action from the breaching party.
10. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, and any action hereon may be filed in the Iowa District Court in and for Cedar County, Iowa.
11. **Binding Effect on Successors in Interest:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors in interest, and legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors in interest, and legal representatives) any rights, remedies, liabilities or obligations under or by reason of this Agreement.
12. **Severability:** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
13. **Entire Agreement:** This Agreement, the contract documents, and instruments contemplated herein shall constitute the entire Agreement between the parties hereto and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. Any modifications of this Agreement shall be in writing, signed by the parties, and attached by Addendum to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 12th day of May 2025.

Contractor:

Owner: City of Tipton, IA

By:

By: Tammi Goerd, Mayor

By:

By: Amy Lenz, City Clerk

Exhibit A

The pages that follow are the successful RFP respondent's completed RFP Instruction Forms.

December 17, 2024

To: Interested RFP Respondents

Project: Request for Proposals: Tipton Solar Array Project.

(For use as a newspaper ad...)

**Request for Proposals (RFP)
Tipton Solar Array Project
City of Tipton**

The City of Tipton will accept sealed RFP responses from interested contractors/solar array vendors for a Project involving the City's municipal electric utility. The Project involves the complete installation of a 1-megawatt solar array on City-owned property. RFP responses are due at City Hall by 11:00 a.m. on January 29, 2025 in sealed envelopes that are marked "Tipton Solar Array." The City reserves the right to reject all RFP responses, waive formalities, and make a decision that best suits the interests of the citizens of Tipton. More complete information (including the Project's quote form and form of contract) is available by emailing citymanager@tiptoniowa.org.

In addition to what is stated in the box above, the following requirements within this RFP Instructions Form shall apply:

GENERAL: The City of Tipton is requesting proposals including pricing for our proposed Tipton Solar Array Project (Project.) Our Project is the installation of a solar array of not-to-exceed 1-megawatt on a City-owned site that is south of our South Street and north of our wastewater treatment facility. The Project is not being pursued to benefit, for example, a specific building. Rather, our goal is to use the solar array to reduce our purchases of wholesale electric power from RPGI.

To justify this Project, our further goal is that whatever we save by not using RPGI will cover the annual cost of whatever debt service that we incur.

And, unless a respondent to this RFP can prove to us otherwise, we currently do not expect to accept any proposal that comes in at more than \$1.75 million.

The City has already obtained the transformer necessary to this Project.

Please keep in mind that sales tax does not pertain to municipal work and should not be included in your quote.

Within, the terms "quote" and "bid" are synonymous with each other. Terms such as "successful RFP respondent" and "Contractor" are also used synonymously.

Please note: Along with this RFP Instruction Form, we've also included a "Tipton Solar Array Agreement." Please review both because both have contract requirements that apply to this Project. The RFP Instruction Form is the only form that needs to be filled out to give us your proposal.

Upon the selection of a successful RFP respondent, the "Tipton Solar Array Agreement" will become the lead document and, at that time, the blanks in it will be filled in.

At the same time, the successful RFP respondent's completed RFP Instruction Form will be attached to the Agreement as "Exhibit A."

PRE-QUOTE MEETING: A pre-bid meeting will be held on **January 7, 2025** to answer any questions about our Project. This meeting is not mandatory, but it is highly encouraged. The meeting will begin at 9:00 a.m. at City Hall, 407 Lynn Street. From there, the meeting might move to the Project site.

Alternatively, please contact us if you'd like to set up an initial one-to-one meeting to help you respond to our RFP.

SCOPE OF WORK/SPECIFICATIONS: The Project generally consists of the type of equipment and/or activities described below. The number, size, type, etc. are to be filled-in on the Quote Form (within) by each RFP respondent.

545w bi-facial solar modules
60kw TL inverters
30-degree fixed ground mount racking
Installation of all racking, modules, mount inverters, DC PV Wire, DC PV wire hook-up
Array will be AC hook-up ready.

The contract price quote must include all costs needed to complete the Project. This shall include, but not necessarily be limited to the contractor's responsibility to design, engineer, create a site plan, and construct the Project as required by the Contract Documents and all applicable laws, regulations, and ordinances.

Contractor represents and warrants that the completed Project will qualify for net metering.

Upon an RFP respondent's further investigation of our Project and Project location and if better alternatives can be suggested, please use the "Exceptions" section of the Quote Form to list those alternatives and what those alternatives are replacing in the list that's above.

Please provide product information on the equipment that you are quoting.

For any quotes to be considered, they must include all required information and prices which would include costs such as, but not necessarily limited to, bond expenses, purchase, delivery, and installation.

TIMELINE: All work is to be completed no later than **October 31, 2025**, unless mutually agreed upon to do otherwise. Once work is started, it must be completed within 120 calendar days.

Counterproposals to our deadlines may be made in the "Exceptions" section of the Quote Form.

CERTIFICATES OF INSURANCE: All quotes MUST be accompanied with a copy of the RFP respondent's certificate of liability insurance in minimum of \$1 million for each occurrence. Further instructions about insurance appear below.

During the term of the Project, the Contractor shall maintain, at its sole expense, the following insurance policies:

- a.) Worker's Compensation as required by the laws of Iowa.
- b.) Comprehensive general liability and property damage with a combined single limit of not less than \$1 million per each occurrence and not less than \$2 million general aggregate.
- c.) Auto liability and property damage, including hired, rented, owned and non-owned automobiles and vehicles with a combined single limit per each occurrence of \$1 million for bodily injury and property damage.

With respect to "b" and "c" above, the City must be given an insurance certificate that names the City as an additional insured prior to the contractor's commencement of the Project.

REQUIRED BONDS: Please be advised that your quote must include the cost of Performance and Payment bonds that must be in effect before work is started. Quotes should also include the cost of a Maintenance Bond which will need to be in effect for two years after the Project is deemed complete. However, you do not have to obtain such bonds as a condition for submitting a quote. Upon award of the contract, but before the "Notice to Proceed" is issued, the successful respondent must provide these bonds in a form that is acceptable to the City. The successful respondent is advised not to incur any Project costs until bonds have been approved and the "Notice to Proceed" is issued.

QUOTE (i.e. BID) SECURITY: Each quotation shall be accompanied by a Bid Bond, Certified Check, Certified Share Draft or Cashier's Check in a separate envelope in an amount equal to five (5%) of the total amount of the bid as security that if awarded a contract, the bidder will enter into a contract at the prices quoted and furnish the required performance and payment bonds and certificates of insurance. The Certified Check, Certified Share Draft or Cashier's Check shall be drawn on a bank or Credit Union in Iowa or a bank or Credit Union chartered under the laws of the United States of America and payable to the City of Tipton, Iowa.

The Certified Check, Certified Share Draft or Cashier's Check may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable bonds or provide an acceptable certificate of insurance within 21 days after the acceptance of the selected proposal by resolution of the City Council.

CLEANUP: Contractor will provide all of their own equipment and material cleanup. Contractor must observe all laws and ordinances governing the disposal of debris and must dispose of all discarded equipment and materials. Contractor shall not close or obstruct any street, walks or other adjacent occupied facilities without prior permission from the City or other authorities having jurisdiction. Contractor shall leave site of work in a clean and neat condition. Each RFP response shall include these costs.

TIME OF WORK: If applicable, work shall be scheduled to provide the least inconvenience to others using or needing access in or around the Project area. Once the contractor starts work, work shall continue without interruptions.

OSHA: Contractor and all employees shall abide by all applicable OSHA (Occupational Safety and Health Administration) regulations.

WORKMANSHIP: Workmanship throughout shall correspond to standard of best practices, and all labor employed must be competent to do the work required.

EMPLOYEE ACTIONS: The contractor shall maintain sole responsibility for the actions of its employees and subcontractors. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, and courteous.

BILLING/PAYMENT: The successful bidder(s) may bill the City for work done as the Project progresses, but 5% of each such payment up to the cost of the bid price will be retained according to Iowa Law and until the Project passes its final inspection and lien waivers for all subcontractors, if any, have been submitted. Upon satisfaction of these requirements, the 5% final retainage will be released according to the laws of Iowa. Additionally, payments are only issued after approval by the Tipton City Council. The Tipton City Council meets on the first and third Monday of each month and invoices to be paid must be submitted to Tipton City Hall on the Wednesday prior to a Council meeting to be approved at the Council meeting.

If the RFP respondent wishes to propose an alternative to this, it can be done in the "Exceptions" section of the Quote Form.

RESPONDENT'S FINANCIAL CAPACITY: Please be aware that the successful respondent must have the financial capacity to execute the Project. For example, the City will not "front" the cost of the Project for a contractor by providing upfront money, unless the contractor and City Council agree to other arrangements.

WARRANTY: The contractor must provide a two-year warranty bond on the finished Project along with any documentation of the warranties of the products that were used. Warranty will be effective from the accepted completion date of the Project. This warranty bond requirement is in addition to the Warranty section of the attached Tipton Solar Installation Agreement.

PROJECT COMMENCEMENT: Commencement of the Project may begin after a "Notice to Proceed" is issued on behalf of the City. A Notice to Proceed will only be issued when all forms required for the Project are received and on file at Tipton City Hall.

DEEMED COMPLETE: The Project will not be deemed completed until it passes a final inspection made by City staff (or its designee) and formal acceptance by the City Council.

REFERENCES: The City reserves the right not to award the contract to any bidder who does not furnish evidence of prior relevant experience and current capabilities, including manpower and equipment, necessary to enable the contractor to pursue the Project and to successfully complete the work in the time allowed to complete this Project.

EXCEPTIONS: Although, this RFP provides a section where respondents can propose exceptions or alternatives, the City maintains the sole ability of adopt any, all, or none of them.

LENGTH OF QUOTE: All quotes shall be good for 45 days after opening the RFP

responses.

BIDS/QUOTES DUE: RFP responses are due at City Hall, 407 Lynn Street, Tipton, IA 52772, by 11:00 a.m. on January 29, 2025, in sealed envelopes that are marked "Tipton Solar Array." The City reserves the right to reject all RFP responses, waive formalities, and make a decision that best suits the interests of the citizens of Tipton.

QUESTIONS/INQUIRIES: Inquiries that arise concerning this RFP may be directed to Brian Wagner, City Manager, preferably by email at citymanager@tiptoniowa.org.

Inquiries about the electrical scope of work that we plan to pursue should be directed to Jon Walsh, Electric Utility Superintendent, at jwalsh@tiptoniowa.org.

Again, please contact us if you'd like to set up an initial one-to-one meeting to help you respond to our RFP.

FORMS: This RFP Instructions Form and the attached Tipton Solar Installation Agreement (Agreement) both have blanks for your responses. Please note that all blanks in the RFP Instructions Form must be filled. The current blanks in the Agreement will be filled-in after a successful RFP respondent has been selected.

SIGNATURE: This section must be signed and submitted by the potential contractor/vendor:

"In submitting this proposal, it is understood and agreed by the undersigned that the City has the right to reject any or all proposals or to waive informalities and irregularities and to make a contractual decision that best suits the interests of the citizens of Tipton.

"By signing below, and except for any exceptions I have written in the space that's been provided, I am stating that I understand the Project that I am quoting and agree to comply with its requirements. I also understand that this RFP Instructions Form will be added to the Tipton Solar Installation Agreement as Exhibit A with its requirements being added to the requirements of the Agreement."

Your signature: _____



Your name and/or company's name: Custom Builders of Tipton, Inc

Address: 209 W. South St. Tipton, Ia 52772

Phone #: (563) 886-6196

Email: randy@custombuildersiowa.com

Date: 02/18/25

Please continue to the next page.

**For the "Tipton Solar Array Project," your company's
quote is:**

\$ 1,672,875.00

Your quote consists of:

- | | |
|--|--|
| 1.) Number of panels to be installed: | <u>2,240</u> |
| 2.) Panel manufacturer and model number: | <u>Freevolt ECP-PVGRAE-HCBF560</u> |
| 3.) Tilt of panel array: | <u>30 degree</u> |
| 4.) Azimuth of panel orientation: | <u>180 degree</u> |
| 5.) Standoff above the surface: | <u>Approx.3'</u> |
| 6.) Number of inverters to be installed: | <u>Five</u> |
| 7.) Inverter manufacturer and model number: | <u>Solectria XGI 1500-250</u> |
| 8.) Total panel area: | <u>62,294.69 sq ft</u> |
| 9.) Annual estimated production of KWH: | <u>1,749,113 KWh AC</u> |
| 10.) Monitoring system developed by: | <u>Solectria Solrenview</u> |
| 11.) Manufacturer of mounting system: | <u>Sinclair Skytrac 2.0</u> |
| 12.) Other equipment or materials to be used or installed: | |
| | <u>AC electrical gear, PV wire, Ten DC Combiner Boxes</u> |
| | <u>Site grading, finish grading, seeding w/ native grass/flowers</u> |
| | <u>6' tall galv. chain link fence w/ one hinged gate opening, SS20 posts</u> |

EXCEPTIONS:

Please use the space below to propose exceptions or alternatives to the requirements of the RFP Instruction Forms or the Tipton Solar Array Agreement. If you wish to address this section by attaching pages of your own, please note that you did so directly below.

Exceptions, if any: _____

Alt. Option 1: Upgrade fencing posts to SS40 ADD \$7,020

Alt. Option 2: Add rock under array area, keep grass between rows ADD \$23,800

NOTE: This is a partnership project between Solar Integrators, Roth Electric, and Custom Builders, Inc. Custom Builders will be the Contractor on record for the initial project, and Roth Electric has submitted the Maintenance and Monitoring Agreements.

EXHIBIT B

Custom Builders' email of 4/21/25 updating KWH production.

Brian Wagner, City of Tipton

From: Randy Shumaker <randy@custombuildersiowa.com>
Sent: Monday, April 21, 2025 3:41 PM
To: Brian Wagner, City of Tipton; Tammi Goerd; Jon Walsh; Melissa Armstrong
Cc: Jason Paustian; Abby Cummins-VanScoy; George Welker; Mike Helm; Luke Johnston
Subject: FW: [EXTERNAL] City of Tipton solar presentation
Attachments: City of Tipton_1.25mw_180az_30tilt_PV Graf 560w module_PVWatts Calculator.pdf

From: Tim Dwight <tim@solarintegrators.com>
Sent: Monday, April 21, 2025 3:29 PM
To: Randy Shumaker <randy@custombuildersiowa.com>; Electric Roth <rothelectric1@hotmail.com>
Subject: Re: [EXTERNAL] City of Tipton solar presentation

See attached.

The 560w module measures out at 610w.

$610w \times 2240modules = 1.366mw_{dc} = 1,956,680kWh$ annually.



Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at [//sam.nrel.gov](http://sam.nrel.gov)) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data, and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

RESULTS

1,956,680

System output may range from 1,885,066 to 2,055,684 kWh per year near this location

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)
January	2.88	108,767
February	4.11	136,370
March	4.74	166,945
April	5.25	174,331
May	5.93	198,803
June	6.30	200,652
July	6.56	212,342
August	6.11	198,944
September	5.56	180,501
October	4.63	160,476
November	3.51	123,401
December	2.50	95,148
Annual	4.84	1,956,680

Location and Station Identification

Requested Location	Tipton IA	
Weather Data Source	Lat, Lng: 41.77, -91.14	0.6 mi
Latitude	41.77° N	
Longitude	91.14° W	

PV System Specifications

DC System Size	1366 kW					
Module Type	Premium					
Array Type	Fixed (open rack)					
System Losses	14.08%					
Array Tilt	30°					
Array Azimuth	180°					
DC to AC Size Ratio	1.25					
Inverter Efficiency	98.5%					
Ground Coverage Ratio	0.5354					
Albedo	From weather file					
Bifacial	Yes (0.7)					
Monthly Irradiance Loss	Jan	Feb	Mar	Apr	May	June
	0%	0%	0%	0%	0%	0%
Monthly Irradiance Loss	July	Aug	Sept	Oct	Nov	Dec
	0%	0%	0%	0%	0%	0%

Performance Metrics

DC Capacity Factor	16.4%
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EXHIBIT C

The pages that follow contain the Annual Maintenance Agreement.

ANNUAL MAINTENANCE AGREEMENT

This Annual Maintenance Agreement ("Agreement") is entered into as of the Effective Date (as defined below) by and between:

- **City of Tipton** ("Owner"), with a principal place of business at 407 Lynn St, Tipton, IA 52772, and
- **Roth Electric**, with a principal place of business at 803 W 3rd St. Tipton, IA 52772.

WHEREAS, the Contractor has completed a project for the Owner, and the Owner wishes to secure continued annual maintenance services beyond the initial one (1) year period following project completion;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Contractor agrees to provide annual maintenance services on the project beyond the one (1) year period following completion of the project.

1.2 The maintenance services shall include, but are not limited to:

A. Visual and Physical Inspections

- Inspect solar panels for cracks, discoloration, dirt, or debris.
- Examine racking and mounting systems for corrosion, misalignment, or loose hardware.
- Check wiring, conduit, and junction boxes for wear, insulation damage, or exposure.
- Verify proper grounding and bonding of electrical components.
- Inspect inverters for error codes, physical damage, and proper operation.
- Inspect transformers and switchgear for overheating, corrosion, or abnormal noises.

B. Electrical System Testing

- Measure and verify string voltages, currents, and power output.
- Perform infrared (thermal) scans to detect overheating components.
- Verify the proper operation of inverters, transformers, and circuit breakers.

C. Cleaning & Vegetation Management

- Cleaning of solar panels to remove dust, bird droppings, or other debris.
- Weed and vegetation control to prevent shading and fire hazards.
- Ensure clear access to system components for maintenance and emergency response.

1.3 Any additional work beyond the standard maintenance scope shall be subject to a separate agreement and additional charges.

2. TERM & RENEWAL

2.1 This Agreement shall become effective upon written notice by the Owner and shall commence after the expiration of the initial one (1) year period following project completion.

2.2 The Agreement shall automatically renew on an annual basis unless terminated in accordance with Section 5.

3. SERVICE FEE & PAYMENT TERMS

3.1 The annual maintenance service fee is **\$3,000.00 per year**, calculated as **\$3 per kW for a 1,000 kW system** (i.e., $\$3 \times 1,000 \text{ kW} = \$3,000/\text{year}$).

3.2 The Contractor shall invoice the Owner annually on each anniversary of the project completion date.

3.3 Payment is due within **30 days** of the invoice date. Late payments may be subject to interest charges as per applicable laws.

4. OWNER'S OBLIGATIONS

4.1 The Owner shall provide the Contractor with reasonable access to the project site to perform maintenance services.

4.2 The Owner shall notify the Contractor in writing at least **thirty (30) days** before the expiration of the one (1) year period if they intend to exercise the option for continued maintenance services.

5. TERMINATION

5.1 Either party may terminate this Agreement at any time by providing written notice to the other party **prior to the scheduled annual maintenance service**.

5.2 In the event of termination, any fees already paid for the current maintenance period are **non-refundable**, except in cases where services have not been performed.

6. GENERAL PROVISIONS

6.1 **Independent Contractor** – The Contractor is an independent contractor and shall not be considered an employee or agent of the Owner.

6.2 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of **Iowa**.

6.3 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties regarding annual maintenance services and supersedes any prior agreements or understandings.

6.4 **Amendments** – Any modifications to this Agreement must be made in writing and signed by both parties.

6.5 **Notices** – All notices required under this Agreement shall be sent in writing to the addresses of the parties listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SIGNATURES

OWNER:

[Owner's Name]

[Owner's Title]

[Date]

[Signature]

CONTRACTOR:

Roth Electric

Owner

[Date]

Don Roth

EXHIBIT D

The pages that follow contain the System Monitoring Agreement.

SYSTEM MONITORING AGREEMENT

This System Monitoring Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between:

- **City of Tipton** ("Owner"), with a principal place of business at 407 Lynn St, Tipton, IA 52772 and
- **Roth Electric** ("Contractor"), with a principal place of business at 803 W 3rd St.

WHEREAS, the Owner desires to engage the Contractor to provide system monitoring services for the project, and the Contractor agrees to provide such services under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide system monitoring services for the project using a web-based measurement and verification system.

1.2 The monitoring service shall include:

- Tracking system operation and performance metrics.
- Evaluating data to ensure production meets expected performance criteria.
- Notifying the Owner if system operation falls below the established performance criteria.

2. TERM & COMMENCEMENT

2.1 The Owner must notify the Contractor in writing of their intention to secure monitoring services **prior to the completion of the project**.

2.2 This Agreement shall commence upon project completion and shall continue on an annual basis unless terminated in accordance with Section 5.

3. SERVICE FEE & PAYMENT TERMS

3.1 The annual monitoring service fee shall be **\$1,000.00 per year**, calculated at a rate of **\$1 per kW for a 1,000 kW system** (i.e., $\$1 \times 1,000 \text{ kW} = \$1,000/\text{year}$).

3.2 The Contractor shall invoice the Owner annually on the anniversary of the project's completion.

3.3 Payment is due within **30 days** of the invoice date. Late payments may be subject to interest charges as per applicable laws.

4. OWNER'S OBLIGATIONS

4.1 The Owner shall provide the Contractor with necessary access to system data and monitoring tools to enable the effective performance of monitoring services.

4.2 The Owner acknowledges that monitoring is required to ensure system production meets expectations.

5. TERMINATION

5.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

5.2 In the event of termination, any fees already paid for the current monitoring period are **non-refundable**, except in cases where services have not been performed.

6. GENERAL PROVISIONS

6.1 **Independent Contractor** – The Contractor is an independent contractor and shall not be considered an employee or agent of the Owner.

6.2 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

6.3 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties regarding system monitoring services and supersedes any prior agreements or understandings.

6.4 **Amendments** – Any modifications to this Agreement must be made in writing and signed by both parties.

6.5 **Notices** – All notices required under this Agreement shall be sent in writing to the addresses of the parties listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

SIGNATURES

OWNER:

[Owner's Name]

[Owner's Title]

[Date]

[Signature]

CONTRACTOR:

Roth Electric

Owner

[Date]

Don Roth

EXHIBIT E

The page that follows is the Change-Order Agreement Form.

CHANGE ORDER AGREEMENT

Date of Change Order: _____ Original Contract Date: _____

Job Site or Project No.: _____ Original Contract Price: _____

Sum of Previous Changes: _____ Cost of This Change: _____

Revised Contract Price: _____

Description of this change:

A.	Materials and supplies cost:	_____
B.	Taxes and fees:	_____
C.	Direct labor:	_____
D.	Indirect labor costs:	_____
E.	Equipment and tools:	_____
F.	SUBTOTAL:	_____
G.	Overhead at ____% of line F:	_____
H.	Profit at _____% of lines F:	_____
	TOTAL (Lines F, G, and H):	_____

Items specifically excluded from this change:

This proposal is valid for ____ days.

Contractor requires ____ days extension of the contract time due to the Change Order.

We are proceeding with this work per your authorization. Please return a signed copy of this agreement as your acknowledgment of this change. This Change Order incorporates by reference the terms and conditions of the original contract and all change orders approved prior to acceptance of this Change Order.

Owner

Date

Contractor

Date