

AGENDA
City of Carter Lake
CITY COUNCIL WORKSHOP
City Hall – 950 Locust St.
MONDAY, MAY 3, 2021 at 5:30 p.m.

1. Shalimar Mazetis – Advance Southwest Iowa Corporation
-

AGENDA
City of Carter Lake
SPECIAL CITY COUNCIL MEETING
City Hall – 950 Locust St.
MONDAY, MAY 3, 2021 at 7:00 p.m.

Resolution Directing the Acceptance of a Proposal to Purchase \$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A.

Resolution accepting the amended Notice to Bidders and Addendum #1 for the construction of the Sewer Collection System Improvements



Ahlers & Cooney, P.C.
Attorneys at Law

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April 27, 2021

Via E-mail Only

Ms. Jackie Carl
City Clerk
City of Carter Lake
950 Locust Street
Carter Lake, Iowa 51510

Re: City of Carter Lake, State of Iowa
\$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation
Local Option Sales and Services Tax Refunding Capital Loan Notes,
Series 2021A

Dear Jackie:

With this letter I am enclosing suggested proceedings to be acted upon by the Council in accepting a proposal to purchase the above Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes. It is my understanding that such a proposal is expected to be considered at the May 3rd meeting of the Council.

Please provide us with a certified copy of the procedure following the Council's action for our transcript of the action taken.

Should you have any questions pertaining to the proposal or the enclosed proceedings, please don't hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason L. Comisky', is written over a light blue horizontal line.

Jason L. Comisky
FOR THE FIRM

JLC:ks

Enclosures

cc: Scott Stevenson (via email)

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ITEMS TO INCLUDE ON AGENDA FOR MAY 3, 2021

CITY OF CARTER LAKE, IOWA

\$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A

- Resolution Directing the Acceptance of a Proposal to Purchase \$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 3, 2021

The City Council of the City of Carter Lake, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$2,190,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX REFUNDING CAPITAL LOAN NOTES, SERIES 2021A" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$2,190,000 (DOLLAR AMOUNT
SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION
LOCAL OPTION SALES AND SERVICES TAX REFUNDING
CAPITAL LOAN NOTES, SERIES 2021A

WHEREAS, the City of Carter Lake, sometimes hereinafter referred to as the City, is a political subdivision duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$_____ as authorized by Sections 423B.9(4), Code of Iowa as amended; and

WHEREAS, a proposal has been received from D.A. Davidson & Co. of Des Moines, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated _____, 2021.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE, STATE OF IOWA:

Section 1. That this City Council does hereby accept the attached proposal of D.A. Davidson & Co. of Des Moines, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 3rd day of May, 2021.

Mayor

ATTEST:

City Clerk

(Attach Copy of Terms of Proposal)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POTTAWATTAMIE

)

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

Note Purchase Agreement

City of Carter Lake, Iowa

\$2,200,000

Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes,
Series 2021A

\$2,000,000

General Obligation Local Option Sales and Services Tax Capital Loan Notes,
Series 2021B

May 3, 2021

City of Carter Lake, Iowa
950 Locust Street
Carter Lake, Iowa 51510

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Carter Lake, Iowa (the “Issuer”), as follows:

1. *Issuance and Sale of the Notes.* Subject to the terms and conditions hereinafter set forth in this Note Purchase Agreement (the “Note Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of (a) \$2,200,000 in aggregate principal amount of the Issuer’s Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A (the “Series 2021A Notes”) and (b) \$2,000,000 in aggregate principal amount of the Issuer’s General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2021B (the “Series 2021B Notes” and together with the Series 2021A Notes, the “Notes”). The purchase price for the Notes shall be \$4,246,015.35 (representing the par amount of the Notes, plus \$109,015.35 premium, less Underwriter’s Discount of \$63,000.00).

The Notes will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto in the amounts therein specified and will bear interest at the rates set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Notes will be used for the purposes set forth in the Official Statement.

The Notes will be issued and secured under one or more resolutions expected to be adopted by the Issuer on May 17, 2021 (collectively, the “Resolution”). Pursuant to the Resolution, the Issuer has appointed UMB Bank, n.a., West Des Moines, Iowa, as the Registrar and Paying Agent for the Notes.

In other respects, the Notes and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated April 28, 2021 (the “Preliminary Official Statement”) and the Official Statement, dated May 3, 2021, to be delivered pursuant to Section 7 hereof (the “Official Statement”).

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Note Purchase Agreement and to act hereunder, with full authority to take such action as it may deem

advisable with respect to all matters pertaining to this Note Purchase Agreement; and (b) it hereby represents to the Issuer that it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Notes at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Notes.* At or before 12:00 P.M., central time, on June 1, 2021, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Notes, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Notes as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Ahlers & Cooney, P.C., Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Notes will be delivered as definitive fully registered Notes in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(A) The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the “State”) with the powers and authority, among others, set forth in Chapters 384, 76 and 423B of the Code of Iowa, 2021, as amended (the “Act”), and with the power and authority to enter into this Note Purchase Agreement, to issue the Notes as described in the Official Statement, and to execute, deliver and perform its obligations under this Note Purchase Agreement, the Resolution and the Notes.

(B) (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Note Purchase Agreement and the Resolution securing the Notes and, at the date of Closing, will have full legal right, power and authority to deliver the Notes to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Note Purchase Agreement and the Notes and to carry out and effectuate the transactions contemplated by this Note Purchase Agreement, the Resolution and the Official Statement; (iii) the execution and delivery of this Note Purchase Agreement has been duly authorized, and on or prior to the Closing, the Notes and the Resolution will have been duly authorized, and this Note Purchase Agreement, the Resolution and the Notes have been or prior to the Closing will be duly executed and delivered; (iv) the Issuer has or prior to the Closing will have duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement and the Resolution; and (v) the Resolution will be duly and validly adopted by the Issuer and will be at Closing in full force and effect.

(C) Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2020, in the results of operations or financial condition of the Issuer and the financial statements contained in Appendix D to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement or the Issuer’s most recent annual audit.

(D) Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(E) No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the “United States”) as the Underwriter may designate.

(F) The issuance of the Notes, the execution, delivery and performance of this Note Purchase Agreement, the Resolution, and the Notes, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(G) Assuming due authorization, execution and delivery by the respective parties thereto, the Notes, the Note Purchase Agreement and the Resolution shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors’ rights generally, and by equitable principles, whether considered at law or in equity.

(H) As of the time of acceptance hereof and as of the Closing, except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Notes, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement, or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer with respect to the application of the proceeds of the Notes as contemplated in the Official Statement, or (b) declare this Note Purchase Agreement to be invalid or unenforceable in whole or in material part.

(I) The Issuer will take no action after the date hereof which would cause the Notes not to conform in all material respects to the description thereof contained in the Preliminary Official Statement and the Official Statement.

(J) The Preliminary Official Statement and the Official Statement accurately describe in all material respects the Continuing Disclosure Certificate for the Notes by the Issuer (the “Continuing Disclosure Certificate”).

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding its role and interests in connection with its purchase of the Notes from the Issuer and its sale of the Notes to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the “MSRB”); and (ii) the purchase and sale of the Notes pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer

with respect to the offering of the Notes or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement and applicable law, regulations and rules, including but not limited to MSRB Rule G-17, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

(K) Preliminary and Final Official Statement

- i) As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12 (defined herein)). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement or Official Statement relating to DTC, the book entry system, the bond (note) insurance or the Underwriter. By resolution, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Notes for sale to prospective purchasers of the Notes.
- ii) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement or Official Statement relating to DTC, the book entry system, the bond (note) insurance or the Underwriter.

5. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a) *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the reasonable judgment of the Underwriter, has the purpose or effect of:

- (i) imposing federal income taxes upon the interest payable on the Series 2021B Notes or obligations of the general character of the Series 2021B Notes;
- (ii) requiring the registration of the Notes under the Securities Act of 1933, as amended;
- (iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith; or
- (iv) materially adversely affecting the market price of the Notes or the market price generally of obligations of the general character of the Notes.

(b) *Adverse Events.* The market price of the Notes, or the market price generally of obligations of the general character of the Notes, is materially adversely affected in the judgment of the party seeking the right to cancel because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the reasonable opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Notes; or

(v) general political, economic or market conditions shall have occurred which, in the reasonable opinion of the Underwriter, are not satisfactory to permit the sale of the Notes.

(c) *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not misleading in any material respect.

6. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Notes and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a) *Basic Documents.* The Resolution and this Note Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b) *Resolution.* There shall have been adopted and be in force and effect the Resolution of the Issuer, substantially in the form set forth as approved by Bond Counsel, authorizing the transactions herein contemplated as may be reasonably required by Bond Counsel.

(c) *Delivery Certificate.* The Issuer shall have executed and delivered its Delivery Certificate, dated the Closing Date, substantially to the effect that (i) other than as set forth in the Official Statement, no controversy or litigation is pending, prayed or threatened involving the validity of the Notes, or the availability of the Designated Project Portion (as defined in the Resolution and described in the Official Statement) and debt service tax funds of the Issuer for use to make payment on the Notes, and that none of the proceedings or authority for the issuance of the

Notes has been repealed, revoked, rescinded or modified in any manner; (ii) the Issuer has duly approved the Official Statement; the Official Statement has not been repealed or amended or modified in any respect not consented to by the Underwriter; nothing has come to the attention of the Issuer officials which would lead them to believe the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (iii) since June 30, 2020, no material adverse change has occurred in the financial position or results of operations other than as disclosed in the Official Statement; (iv) other than as set forth in the Official Statement, there is no litigation pending or, to our knowledge, threatened against the Issuer or involving any of the property or assets of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise of the Issuer; and (v) the representations and warranties of the Issuer contained in this Note Purchase Agreement are true and correct in all material respects as of the date of Closing and the obligations of the Issuer thereunder required to be performed on or prior to the date of Closing, have been performed by the Issuer (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to above regarding pending or threatened litigation, acceptable to the Underwriter in form and substance, that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Notes or the Resolution).

(d) *Tax Exemption Certificate for Series 2021B Notes.* The Issuer shall have executed and delivered such certifications, dated the Closing Date, with respect to the expenditure of the proceeds of the Series 2021B Notes as will provide for the giving of the opinion of Bond Counsel with respect to the tax-exemption of the interest on the Series 2021B Notes.

(e) *Opinion of Bond Counsel.* Bond Counsel shall have rendered its approving opinions, substantially in the forms set forth in the Official Statement.

(f) *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Notes and the Resolution in the Official Statement under the captions “THE NOTES” except the material regarding DTC and book-entry form, “SECURITY AND SOURCE OF PAYMENT”, “TAXABILITY OF INTEREST AND RELATED CONSIDERATIONS (SERIES 2021A NOTES)”, “TAX EXEMPTION AND RELATED TAX CONSIDERATIONS (SERIES 2021B NOTES)”, “LEGAL MATTERS”, “Appendix B – Forms of Bond Counsel Opinions” and “Appendix C – Forms of Continuing Disclosure Certificates” has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Notes, the Resolution and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

(g) *Opinion of Counsel to the Underwriter.* An opinion of counsel to the Underwriter, Dorsey & Whitney LLP, addressed to the Underwriter that (A) the Notes are exempt from registration and qualification under applicable existing Federal laws, and (B) as of the Closing Date, no information had come to their attention which caused Dorsey & Whitney LLP to believe that the Official Statement (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices of the Official Statement, or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact

required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Certificate, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

(h) *Rating.* Proof of receipt of an underlying rating on the Notes of at least “A+” from S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, and an insured rating on the Series 2021B Notes of at least “AA”.

(i) *Municipal Bond Insurance Policy.* Receipt of documents evidencing the payment of principal of and interest on the Series 2021B Notes is guaranteed under a municipal bond insurance policy issued concurrently with the delivery of the Notes by Build America Mutual Assurance Company.

(j) *Continuing Disclosure.* Executed copies of the Continuing Disclosure Certificates in the forms substantially as set forth as Appendix C to the Official Statement.

(k) *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

7. *Official Statement; Compliance with Rule 15c2-12.* (a) The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

(b) As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

(c) To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

(d) The Issuer agrees to notify the Underwriter if, between the date of this Agreement and the “end of the underwriting period” under Rule 15c2-12 (a period concluding the final date the Underwriter is charged with furnishing copies of the Official Statement to potential customers under Rule 15c2-12, but no later than 25 days after the Closing Date), it becomes aware of information or event that might cause the Official Statement to be inaccurate or incomplete in any material respect. At the request of the Underwriter, the Issuer will at its own expense supplement the Official Statement to the extent necessary to make it accurate and complete in all material respects and in a form approved by the Underwriter.

(e) The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in

current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

(f) To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement, in the form previously provided to the Underwriter.

8. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel; (ii) the cost of the preparation and printing of the Notes, the Preliminary Official Statement and the Official Statement, including any supplement or amendment thereto; and (iii) expenses incurred by the Underwriter such as CUSIP assignment, DTC eligibility fees, IPREO book-running charges and other customary charges for new-issue setup, as may be agreed to and accepted by the Issuer, except with respect to fees of counsel to the Underwriter, which shall be paid by the Underwriter.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Notes; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Notes in excess of the amounts paid by the Issuer for such expenses.

The provisions of this Section 8 shall survive any termination of this Note Purchase Agreement.

9. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer: City of Carter Lake, Iowa
950 Locust Street
Carter Lake, Iowa 51510
Attention: City Clerk

If to the Underwriter: D.A. Davidson & Co.
515 E. Locust Street
Suite 200
Des Moines, IA 50309
Attention: Scott Stevenson, Managing Director

10. *Counterparts.* This Note Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

11. *Contract for Benefit of Parties.* This Note Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

12. *Certificate of Underwriter, Series 2021B Notes.* (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021B Notes and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, Underwriter’s Counsel, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices of the Notes to the public.

(b) The Underwriter has offered the Series 2021B Notes to the public on or before the date of this Note Purchase Agreement at the specified offering price (the “initial offering price”) for each maturity of the Series 2021B Notes, or at the corresponding yield or yields, set forth in Schedule A to Exhibit A attached hereto. Schedule A to Exhibit A also sets forth, as of the date of this Note Purchase Agreement, the maturities, if any, of the Series 2021B Notes with respect to which less than 10% of the maturity has first been sold to the public at the initial offering price thereof (the “Undersold Maturities”). At or promptly after the execution of this Note Purchase Agreement, the Underwriter shall report promptly to the Issuer the price or prices at which the Underwriter has sold each maturity of Series 2021B Notes to the public and the corresponding amounts of each maturity sold at each price.

(c) The Underwriter agrees that the restrictions set forth in the next sentence shall apply to the Undersold Maturities, if any; such restrictions shall constitute the “Hold-the-Offering-Price Agreement.” The Underwriter will neither offer nor sell Series 2021B Notes of an Undersold Maturity to any person at a price that is higher than the respective initial offering price to the public during the period (the “Holding Period”) starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Notes to the public at one or more prices that are no higher than the initial offering price to the public.

(d) The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of any such maturity to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that any selling group agreement and each retail distribution agreement relating to the initial sale of the Series 2021B Notes to the public, together with the related pricing wires, contains or will contain language obligating the Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) comply with the Hold-the-Offering-Price Agreement during the Holding Period for each maturity, and (B) report the prices at which it sells to the public the Series 2021B Notes of each maturity allotted to it until the Holding Period has been satisfied as to that maturity.

(f) The Underwriter acknowledges that sales of any Series 2021B Notes to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than the Underwriter or a related party,
- (ii) “Underwriter” includes (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),
- (iii) A purchaser of any of the Series 2021B Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership

of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Note Purchase Agreement by all parties.

13. *Changes in Official Statement.* During the time from the date of this Purchase Agreement to and including the date which is 90 days following the End of the Underwriting Period (as defined below), (i) except to the extent required by clause (ii) hereof, the Issuer will not adopt any amendment or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing and (ii) if any event or fact relating to or affecting the Issuer shall occur or be discovered as a result of which it is necessary, in the opinion of Bond Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Issuer shall forthwith prepare and furnish to the Underwriter copies in a sufficient quantity to comply with Rule 15c2-12 and any rules of the MSRB of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Bond Counsel), which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The expense of preparing such amendment or supplement shall be paid by the Issuer. For the purposes of this Section 13, the Issuer shall furnish such information with respect to themselves as the Underwriter may from time to time request. As used herein, the term “End of the Underwriting Period” means the later of such time as (a) the Issuer delivers the Bonds to the Underwriter or (b) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public.

14. *Governing Law.* This Note Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please note your acceptance in the space below, on the date hereof, whereupon this Note Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: Scott Stevenson
Scott Stevenson, Managing Director

Accepted and agreed to this 3rd day of May, 2021, at __:__ p.m.

CITY OF CARTER LAKE, IOWA

By: _____

ATTEST:

By: _____

SCHEDULE I

MATURITIES, PRINCIPAL AMOUNTS, AND INTEREST RATES

\$2,200,000

Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes,
Series 2021A

<u>Due</u>	<u>Amount</u>	<u>Rate</u>	<u>Price</u>
June 1, 2022	\$240,000	0.270%	100.00%
June 1, 2023	\$245,000	0.380%	100.00%
June 1, 2024	\$245,000	0.570%	100.00%
June 1, 2025	\$415,000	0.870%	100.00%
June 1, 2026	\$415,000	1.120%	100.00%
June 1, 2027	\$420,000	1.360%	100.00%
June 1, 2028	\$220,000	1.590%	100.00%

\$2,000,000

General Obligation Local Option Sales and Services Tax Capital Loan Notes,
Series 2021B

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Price</u>
June 1, 2028	\$210,000	2.000%	107.094%
June 1, 2029	\$435,000	2.000%	106.256%
June 1, 2030	\$445,000	2.000%	105.493%
June 1, 2031	\$450,000	2.000%	104.943%
June 1, 2032	\$460,000	2.000%	104.395%

EXHIBIT A

\$2,000,000

City of Carter Lake, Iowa

General Obligation Local Option Sales and Services Tax Capital Loan Notes,
Series 2021B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of D.A. Davidson & Co. ("D.A. Davidson"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. ***Sale of the Notes.*** As of the date of this certificate, for each Maturity of the Notes, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

a. ***Issuer*** means the City of Carter Lake, Iowa.

b. ***Maturity*** means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

c. ***Public*** means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter, as defined in subsection (d), below, or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d. ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents D.A. Davidson's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Ahlers & Cooney, P.C., in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

D.A. DAVIDSON & CO.

By: _____

Name: _____

Dated: June 1, 2021

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES

\$2,000,000
General Obligation Local Option Sales and Services Tax Capital Loan Notes,
Series 2021B

General Rule Maturities

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Price</u>
June 1, 2028	\$210,000	2.000%	107.094%
June 1, 2029	\$435,000	2.000%	106.256%
June 1, 2030	\$445,000	2.000%	105.493%
June 1, 2031	\$450,000	2.000%	104.943%
June 1, 2032	\$460,000	2.000%	104.395%

Hold-The-Offering-Price Maturities

None.

SOURCES AND USES OF FUNDS

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

Dated Date 06/01/2021
Delivery Date 06/01/2021

<i>Sources:</i>	<i>Taxable General Obligation LOSST Refunding Bonds, Series 2021A</i>	<i>General Obligation LOST Bonds, Series 2021B</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	2,200,000.00	2,000,000.00	4,200,000.00
Premium		109,015.35	109,015.35
	2,200,000.00	2,109,015.35	4,309,015.35
<hr/>			
<i>Uses:</i>	<i>Taxable General Obligation LOSST Refunding Bonds, Series 2021A</i>	<i>General Obligation LOST Bonds, Series 2021B</i>	<i>Total</i>
Project Fund Deposits:			
Project Fund		2,025,515.35	2,025,515.35
Refunding Escrow Deposits:			
Cash Deposit	0.21		0.21
SLGS Purchases	2,134,648.00		2,134,648.00
	2,134,648.21		2,134,648.21
Cost of Issuance:			
Bond Counsel	10,350.00	11,350.00	21,700.00
Disclosure Counsel	6,600.00	6,600.00	13,200.00
Underwriter's Counsel	7,000.00	13,000.00	20,000.00
Paying Agent	300.00	300.00	600.00
Verification Agent / Parity Cert	4,500.00		4,500.00
Esrow Agent	3,500.00		3,500.00
Credit Rating		13,750.00	13,750.00
Misc.		2,000.00	2,000.00
	32,250.00	47,000.00	79,250.00
Delivery Date Expenses:			
Underwriter's Discount	33,000.00	30,000.00	63,000.00
BAM Insurance Premium		6,500.00	6,500.00
	33,000.00	36,500.00	69,500.00
Other Uses of Funds:			
Additional Proceeds	101.79		101.79
	2,200,000.00	2,109,015.35	4,309,015.35

BOND PRICING

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Yield to Maturity</i>	<i>Call Date</i>	<i>Call Price</i>
Taxable Serial Bond:								
	06/01/2022	240,000	0.270%	0.270%	100.000			
	06/01/2023	245,000	0.380%	0.380%	100.000			
	06/01/2024	245,000	0.570%	0.570%	100.000			
	06/01/2025	415,000	0.870%	0.870%	100.000			
	06/01/2026	415,000	1.120%	1.120%	100.000			
	06/01/2027	420,000	1.360%	1.360%	100.000			
	06/01/2028	220,000	1.590%	1.590%	100.000			
		<u>2,200,000</u>						
BQ Serial Bond:								
	06/01/2028	210,000	2.000%	0.950%	107.094			
	06/01/2029	435,000	2.000%	1.070%	106.256 C	1.178%	06/01/2028	100.000
	06/01/2030	445,000	2.000%	1.180%	105.493 C	1.350%	06/01/2028	100.000
	06/01/2031	450,000	2.000%	1.260%	104.943 C	1.467%	06/01/2028	100.000
	06/01/2032	460,000	2.000%	1.340%	104.395 C	1.564%	06/01/2028	100.000
		<u>2,000,000</u>						
		4,200,000						

Dated Date	06/01/2021	
Delivery Date	06/01/2021	
First Coupon	12/01/2021	
Par Amount	4,200,000.00	
Premium	109,015.35	
Production	4,309,015.35	102.595604%
Underwriter's Discount	-63,000.00	-1.500000%
Purchase Price	4,246,015.35	101.095604%
Accrued Interest		
Net Proceeds	4,246,015.35	

DETAILED BOND DEBT SERVICE

**City of Carter Lake, Iowa
Taxable General Obligation LOSST Refunding Bonds, Series 2021A
City Hall Refinancing**

Dated Date 06/01/2021
Delivery Date 06/01/2021

Taxable Serial Bond

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021			10,222.00	10,222.00	
06/01/2022	240,000	0.270%	10,222.00	250,222.00	260,444.00
12/01/2022			9,898.00	9,898.00	
06/01/2023	245,000	0.380%	9,898.00	254,898.00	264,796.00
12/01/2023			9,432.50	9,432.50	
06/01/2024	245,000	0.570%	9,432.50	254,432.50	263,865.00
12/01/2024			8,734.25	8,734.25	
06/01/2025	415,000	0.870%	8,734.25	423,734.25	432,468.50
12/01/2025			6,929.00	6,929.00	
06/01/2026	415,000	1.120%	6,929.00	421,929.00	428,858.00
12/01/2026			4,605.00	4,605.00	
06/01/2027	420,000	1.360%	4,605.00	424,605.00	429,210.00
12/01/2027			1,749.00	1,749.00	
06/01/2028	220,000	1.590%	1,749.00	221,749.00	223,498.00
	2,200,000		103,139.50	2,303,139.50	2,303,139.50

DETAILED BOND DEBT SERVICE

City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021B
Community Center Bonds

Dated Date 06/01/2021
Delivery Date 06/01/2021

BQ Serial Bond

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021			20,000	20,000	
06/01/2022			20,000	20,000	40,000
12/01/2022			20,000	20,000	
06/01/2023			20,000	20,000	40,000
12/01/2023			20,000	20,000	
06/01/2024			20,000	20,000	40,000
12/01/2024			20,000	20,000	
06/01/2025			20,000	20,000	40,000
12/01/2025			20,000	20,000	
06/01/2026			20,000	20,000	40,000
12/01/2026			20,000	20,000	
06/01/2027			20,000	20,000	40,000
12/01/2027			20,000	20,000	
06/01/2028	210,000	2.000%	20,000	230,000	250,000
12/01/2028			17,900	17,900	
06/01/2029	435,000	2.000%	17,900	452,900	470,800
12/01/2029			13,550	13,550	
06/01/2030	445,000	2.000%	13,550	458,550	472,100
12/01/2030			9,100	9,100	
06/01/2031	450,000	2.000%	9,100	459,100	468,200
12/01/2031			4,600	4,600	
06/01/2032	460,000	2.000%	4,600	464,600	469,200
	2,000,000		370,300	2,370,300	2,370,300

UNREFUNDED BOND DEBT SERVICE

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B **FINAL**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021			5,500	5,500	
06/01/2022	155,000	2.000%	5,500	160,500	166,000
12/01/2022			3,950	3,950	
06/01/2023	155,000	2.000%	3,950	158,950	162,900
12/01/2023			2,400	2,400	
06/01/2024	160,000	3.000%	2,400	162,400	164,800
	470,000		23,700	493,700	493,700

AGGREGATE DEBT SERVICE

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Period Ending</i>	<i>Taxable General Obligation LOSST Refunding Bonds, Series 2021A</i>	<i>General Obligation LOST Bonds, Series 2021B</i>	<i>Unrefunded Bonds</i>	<i>Aggregate Debt Service</i>
06/01/2022	260,444.00	40,000	166,000	466,444.00
06/01/2023	264,796.00	40,000	162,900	467,696.00
06/01/2024	263,865.00	40,000	164,800	468,665.00
06/01/2025	432,468.50	40,000		472,468.50
06/01/2026	428,858.00	40,000		468,858.00
06/01/2027	429,210.00	40,000		469,210.00
06/01/2028	223,498.00	250,000		473,498.00
06/01/2029		470,800		470,800.00
06/01/2030		472,100		472,100.00
06/01/2031		468,200		468,200.00
06/01/2032		469,200		469,200.00
	2,303,139.50	2,370,300	493,700	5,167,139.50

SUMMARY OF REFUNDING RESULTS

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

Dated Date	06/01/2021
Delivery Date	06/01/2021
Arbitrage yield	1.233427%
Escrow yield	
Value of Negative Arbitrage	47,607.97
Bond Par Amount	2,200,000.00
True Interest Cost	1.480747%
Net Interest Cost	1.470189%
Average Coupon	1.113817%
Average Life	4.209
Par amount of refunded bonds	1,935,000.00
Average coupon of refunded bonds	3.877677%
Average life of refunded bonds	8.809
PV of prior debt to 06/01/2021 @ 1.233427%	2,357,963.14
Net PV Savings	169,080.51
Percentage savings of refunded bonds	8.738011%
Percentage savings of refunding bonds	7.685478%

SUMMARY OF BONDS REFUNDED

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B, TERM02:	06/01/2025	3.000%	165,000.00	06/01/2024	100.000
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B, TERM03:	06/01/2027	3.250%	345,000.00	06/01/2024	100.000
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B, TERM04:	06/01/2030	4.000%	560,000.00	06/01/2024	100.000
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B, TERM:	06/01/2034	4.000%	865,000.00	06/01/2024	100.000
			1,935,000.00		

BOND SUMMARY STATISTICS

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

Dated Date	06/01/2021
Delivery Date	06/01/2021
Last Maturity	06/01/2032
Arbitrage Yield	1.233427%
True Interest Cost (TIC)	1.544743%
Net Interest Cost (NIC)	1.538881%
All-In TIC	1.849337%
Average Coupon	1.704553%
Average Life (years)	6.613
Weighted Average Maturity (years)	9.247
Duration of Issue (years)	6.262
Par Amount	4,200,000.00
Bond Proceeds	4,309,015.35
Total Interest	473,439.50
Net Interest	427,424.15
Total Debt Service	4,673,439.50
Maximum Annual Debt Service	473,498.00
Average Annual Debt Service	424,858.14
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	15.000000
Total Underwriter's Discount	15.000000
Bid Price	101.095604

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Taxable Serial Bond	2,200,000.00	100.000	1.114%	4.209	904.65
BQ Serial Bond	2,000,000.00	105.451	2.000%	9.258	1,381.85
	4,200,000.00			6.613	2,286.50

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	4,200,000.00	4,200,000.00	2,000,000.00
+ Accrued Interest			
+ Premium (Discount)	109,015.35	109,015.35	109,015.35
- Underwriter's Discount	-63,000.00	-63,000.00	
- Cost of Issuance Expense		-79,250.00	
- Other Amounts	-6,500.00	-6,500.00	-6,500.00
Target Value	4,239,515.35	4,160,265.35	2,102,515.35
Target Date	06/01/2021	06/01/2021	06/01/2021
Yield	1.544743%	1.849337%	1.233427%

ESCROW REQUIREMENTS

City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021A&B
FINAL

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Total</i>
12/01/2021	36,581.25		36,581.25
06/01/2022	36,581.25		36,581.25
12/01/2022	36,581.25		36,581.25
06/01/2023	36,581.25		36,581.25
12/01/2023	36,581.25		36,581.25
06/01/2024	36,581.25	1,935,000.00	1,971,581.25
	219,487.50	1,935,000.00	2,154,487.50

PRIOR BOND DEBT SERVICE

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021			36,581.25	36,581.25	
06/01/2022			36,581.25	36,581.25	73,162.50
12/01/2022			36,581.25	36,581.25	
06/01/2023			36,581.25	36,581.25	73,162.50
12/01/2023			36,581.25	36,581.25	
06/01/2024			36,581.25	36,581.25	73,162.50
12/01/2024			36,581.25	36,581.25	
06/01/2025	165,000	3.000%	36,581.25	201,581.25	238,162.50
12/01/2025			34,106.25	34,106.25	
06/01/2026	170,000	3.250%	34,106.25	204,106.25	238,212.50
12/01/2026			31,343.75	31,343.75	
06/01/2027	175,000	3.250%	31,343.75	206,343.75	237,687.50
12/01/2027			28,500.00	28,500.00	
06/01/2028	180,000	4.000%	28,500.00	208,500.00	237,000.00
12/01/2028			24,900.00	24,900.00	
06/01/2029	185,000	4.000%	24,900.00	209,900.00	234,800.00
12/01/2029			21,200.00	21,200.00	
06/01/2030	195,000	4.000%	21,200.00	216,200.00	237,400.00
12/01/2030			17,300.00	17,300.00	
06/01/2031	205,000	4.000%	17,300.00	222,300.00	239,600.00
12/01/2031			13,200.00	13,200.00	
06/01/2032	210,000	4.000%	13,200.00	223,200.00	236,400.00
12/01/2032			9,000.00	9,000.00	
06/01/2033	220,000	4.000%	9,000.00	229,000.00	238,000.00
12/01/2033			4,600.00	4,600.00	
06/01/2034	230,000	4.000%	4,600.00	234,600.00	239,200.00
	1,935,000		660,950.00	2,595,950.00	2,595,950.00

ESCROW DESCRIPTIONS

**City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021A&B
FINAL**

<i>Type of Security</i>	<i>Type of SLGS</i>	<i>Maturity Date</i>	<i>First Int Pmt Date</i>	<i>Par Amount</i>	<i>Rate</i>	<i>Max Rate</i>
Jun 1, 2021:						
SLGS	Certificate	12/01/2021	12/01/2021	33,252	0.020%	0.020%
SLGS	Certificate	06/01/2022	06/01/2022	33,242	0.040%	0.040%
SLGS	Note	12/01/2022	12/01/2021	33,256	0.090%	0.090%
SLGS	Note	06/01/2023	12/01/2021	33,270	0.150%	0.150%
SLGS	Note	12/01/2023	12/01/2021	33,295	0.230%	0.230%
SLGS	Note	06/01/2024	12/01/2021	1,968,333	0.330%	0.330%
				2,134,648		

SLGS Summary

SLGS Rates File	30APR21
Total Certificates of Indebtedness	66,494.00
Total Notes	2,068,154.00
Total original SLGS	2,134,648.00

ESCROW DESCRIPTIONS

**City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021A&B
FINAL**

<i>Type of Security</i>	<i>Type of SLGS</i>	<i>Maturity Date</i>	<i>First Int Pmt Date</i>	<i>Par Amount</i>	<i>Rate</i>	<i>Max Rate</i>
Jun 1, 2021:						
SLGS	Certificate	12/01/2021	12/01/2021	33,252	0.020%	0.020%
SLGS	Certificate	06/01/2022	06/01/2022	33,242	0.040%	0.040%
SLGS	Note	12/01/2022	12/01/2021	33,256	0.090%	0.090%
SLGS	Note	06/01/2023	12/01/2021	33,270	0.150%	0.150%
SLGS	Note	12/01/2023	12/01/2021	33,295	0.230%	0.230%
SLGS	Note	06/01/2024	12/01/2021	1,968,333	0.330%	0.330%
				2,134,648		

SLGS Summary

SLGS Rates File	30APR21
Total Certificates of Indebtedness	66,494.00
Total Notes	2,068,154.00
Total original SLGS	2,134,648.00

ESCROW CASH FLOW

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Net Escrow Receipts</i>	<i>Present Value to 06/01/2021 @ 0.3223358%</i>
12/01/2021	33,252.00	3,329.29	36,581.29	36,522.43
06/01/2022	33,242.00	3,339.26	36,581.26	36,463.63
12/01/2022	33,256.00	3,325.96	36,581.96	36,405.65
06/01/2023	33,270.00	3,310.99	36,580.99	36,346.11
12/01/2023	33,295.00	3,286.04	36,581.04	36,287.68
06/01/2024	1,968,333.00	3,247.75	1,971,580.75	1,952,622.50
	2,134,648.00	19,839.29	2,154,487.29	2,134,648.00

Escrow Cost Summary

Purchase date	06/01/2021
Purchase cost of securities	2,134,648.00
Target for yield calculation	2,134,648.00

ESCROW SUFFICIENCY

**City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021A&B
FINAL**

<i>Date</i>	<i>Escrow Requirement</i>	<i>Net Escrow Receipts</i>	<i>Excess Receipts</i>	<i>Excess Balance</i>
06/01/2021		0.21	0.21	0.21
12/01/2021	36,581.25	36,581.29	0.04	0.25
06/01/2022	36,581.25	36,581.26	0.01	0.26
12/01/2022	36,581.25	36,581.96	0.71	0.97
06/01/2023	36,581.25	36,580.99	-0.26	0.71
12/01/2023	36,581.25	36,581.04	-0.21	0.50
06/01/2024	1,971,581.25	1,971,580.75	-0.50	
	2,154,487.50	2,154,487.50	0.00	

ESCROW STATISTICS

City of Carter Lake, Iowa General Obligation LOST Bonds, Series 2021A&B FINAL

<i>Escrow</i>	<i>Total Escrow Cost</i>	<i>Modified Duration (years)</i>	<i>Yield to Receipt Date</i>	<i>Yield to Disbursement Date</i>	<i>Perfect Escrow Cost</i>	<i>Value of Negative Arbitrage</i>	<i>Cost of Dead Time</i>
Taxable General Obligation LOSST Refunding Bonds, Series 2021A, Global Proceeds Escrow:							
	2,134,648.21	2.867	0.322336%	0.322336%	2,087,040.23	47,607.97	0.01
	2,134,648.21				2,087,040.23	47,607.97	0.01

Delivery date 06/01/2021
Arbitrage yield 1.233427%

Note: Value of Negative Arbitrage for issues excluded from the arbitrage yield is based on the yield of the related issue.

FORM 8038 STATISTICS

**City of Carter Lake, Iowa
Taxable General Obligation LOSST Refunding Bonds, Series 2021A
City Hall Refinancing**

Dated Date 06/01/2021
Delivery Date 06/01/2021

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Taxable Serial Bond:						
	06/01/2022	240,000.00	0.270%	100.000	240,000.00	240,000.00
	06/01/2023	245,000.00	0.380%	100.000	245,000.00	245,000.00
	06/01/2024	245,000.00	0.570%	100.000	245,000.00	245,000.00
	06/01/2025	415,000.00	0.870%	100.000	415,000.00	415,000.00
	06/01/2026	415,000.00	1.120%	100.000	415,000.00	415,000.00
	06/01/2027	420,000.00	1.360%	100.000	420,000.00	420,000.00
	06/01/2028	220,000.00	1.590%	100.000	220,000.00	220,000.00
		2,200,000.00			2,200,000.00	2,200,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	06/01/2028	1.590%	220,000.00	220,000.00		
Entire Issue			2,200,000.00	2,200,000.00	4.2091	1.1107%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	65,250.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	2,134,648.21
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	8.8336
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	06/01/2024

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	0.00
Proceeds used to advance refund prior issues	2,134,648.21
Remaining weighted average maturity of the bonds to be currently refunded	0.0000
Remaining weighted average maturity of the bonds to be advance refunded	8.8336

FORM 8038 STATISTICS

**City of Carter Lake, Iowa
Taxable General Obligation LOSST Refunding Bonds, Series 2021A
City Hall Refinancing**

Refunded Bonds

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B:					
TERM02	06/01/2025	165,000.00	3.000%	105.753	174,492.45
TERM03	06/01/2026	170,000.00	3.250%	105.687	179,667.90
TERM03	06/01/2027	175,000.00	3.250%	105.687	184,952.25
TERM04	06/01/2028	180,000.00	4.000%	110.491	198,883.80
TERM04	06/01/2029	185,000.00	4.000%	110.491	204,408.35
TERM04	06/01/2030	195,000.00	4.000%	110.491	215,457.45
TERM	06/01/2031	205,000.00	4.000%	108.795	223,029.75
TERM	06/01/2032	210,000.00	4.000%	108.795	228,469.50
TERM	06/01/2033	220,000.00	4.000%	108.795	239,349.00
TERM	06/01/2034	230,000.00	4.000%	108.795	250,228.50
		1,935,000.00			
					2,098,938.95

	<i>Last Call Date</i>	<i>Issue Date</i>	<i>Remaining Weighted Average Maturity</i>
General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B	06/01/2024	03/31/2015	8.8336
All Refunded Issues	06/01/2024		8.8336

FORM 8038 STATISTICS

**City of Carter Lake, Iowa
General Obligation LOST Bonds, Series 2021B
Community Center Bonds**

Dated Date 06/01/2021
Delivery Date 06/01/2021

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
BQ Serial Bond:						
	06/01/2028	210,000.00	2.000%	107.094	224,897.40	210,000.00
	06/01/2029	435,000.00	2.000%	106.256	462,213.60	435,000.00
	06/01/2030	445,000.00	2.000%	105.493	469,443.85	445,000.00
	06/01/2031	450,000.00	2.000%	104.943	472,243.50	450,000.00
	06/01/2032	460,000.00	2.000%	104.395	480,217.00	460,000.00
		2,000,000.00			2,109,015.35	2,000,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	06/01/2032	2.000%	480,217.00	460,000.00		
Entire Issue			2,109,015.35	2,000,000.00	9.2469	1.2334%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	77,000.00
Proceeds used for credit enhancement	6,500.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

NOTICE TO BIDDERS

REVISED 4/27/2021

General Notice

CITY OF CARTER LAKE, IOWA (Owner) is requesting Bids for the construction of the following Project:
CITY OF CARTER LAKE – SEWER COLLECTION SYSTEM IMPROVEMENTS

Sealed bids for the construction of the Project will be received at the office of CITY OF CARTER LAKE, ATTN: JACKIE CARL, located at 950 EAST LOCUST STREET, CARTER LAKE, IOWA, until **Wednesday May 12th, 2021, at 4:00 P.M. local time**. At that time and place the Bids received will be **publicly** opened and read. Proposals will be considered and acted upon by City of Carter Lake at the Council Meeting at 950 EAST LOCUST STREET, CARTER LAKE, IOWA, on **May 24, 2021 at 7:00 p.m.** or at such later time and place as then may be fixed.

A notice to proceed is expected to be given by June 14, 2021. All work must be completed by August 31, 2022.

The Project generally includes pre-rehabilitation pipe cleaning and inspections, Cured-In-Place-Pipe (CIPP) lining, open cut sanitary sewer repairs and other miscellaneous construction items.

Bidder shall acknowledge Addendum #1.

Obtaining the Bidding Documents

Bidding Documents are available online for viewing or download purchase. Go to www.LampRynearson.com and select QUESTCDN at the bottom of page or contact www.questcdn.com and use the Project Search page. Plan sets and project manual can be downloaded and saved for \$20.00 at either site utilizing eBidDoc™ #7712343. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance if needed.

The Issuing Office for the Bidding Documents is:

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8 am and 5 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

A paper set of Bidding Documents may be obtained from the Engineer upon pre-payment by cash, check, or using prepaid account with Engineer of **\$50.00** if picked up and **\$60.00** if mailed (both non-refundable). Contractor must give 24-hour notice to Engineer when picking up paper sets. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from other sources.

Bid Security

The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY FOR CITY OF CARTER LAKE – SEWER COLLECTION SYSTEM IMPROVEMENTS with the bidder's name and address on said envelope. Each Bid shall be accompanied by bid security in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or Bid Bond (on the form included with the Bidding Documents) in the amount of 5% OF THE

EJCDC® C-111, Advertisement for Bids Notice to Contractors for Construction Contract.

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NC-1 of NC-3

BIDDER'S MAXIMUM BID PRICE and shall be payable without condition to CITY OF CARTER LAKE, IOWA as a guarantee that the Bidder, if successful, will execute the Agreement and provide an acceptable Contract Bond from an approved surety in the amount of 100 percent of the Contract Price.

The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refused to enter into a contract within 10 days after the award of the contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidder shall use the bid bond from included in the Bidding Documents.

Payment Procedures

The Owner will issue payment to the Contractor in the amount of 90% of the contracted value of the completed work as of the end of the preceding month, as recommended by the Engineer. Payment for the balanced retained will be issued by the Owner upon completion of the work and approval thereof by the Owner's Engineer, city or other governmental agency approval when necessary, and acceptance by the Owner.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Work on the improvements shall commence within 10 days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council.

All bids shall use the provided Bid Form included in the bidding documents. All blanks on the Bid Form must be completed in ink. Each bid shall be sealed, plainly identified and accompanied by the bid security sealed in a separate envelope as instructed above. Any alterations in the provided Bid Form will entitle the Council, at its option, to reject the proposal involved from consideration.


In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The bidder Status Form must be included with and is considered an essential attachment to the bid. Any bid that does not include a fully completed Bidder Status Form may result in the bid being determined non-responsive and rejected.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitted the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City reserves the right to reject any and all bids, to waive informalities and irregularities in the form of the bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed 45 calendar days from the date of hearing.


City of Carter Lake, Iowa

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

TO: ALL PLANHOLDERS AND PROSPECTIVE BIDDERS

FOR: SEWER COLLECTION SYSTEM IMPROVEMENTS
JOB NO. 0118183-02-002

OWNER: CITY OF CARTER LAKE, IOWA

ENGINEER: LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154-2027

DATE: APRIL 27, 2021

The following changes, corrections, clarifications, and additions shall be made to the Plans, Specifications, and Contract Documents for the above-named project and shall be as binding as if incorporated in the original Contract Documents. The Contractor shall acquaint himself with all aspects of this Addendum.

All other provisions and stipulations of the Contract Documents remain in effect as originally issued.

The Contractor shall acknowledge receipt of all addenda on the Proposal Form.

The following shall be deleted, modified, clarified or added to as follows:

BID DATE

Bid date is being revised from 4:00 pm (local time) on May 5, 2021 to 4:00 pm (local time) on May 12, 2021.

PLANS

1. Remove Sheet 1 and replace with revised sheet. Sheet updated to reflect updated quantities, revised cleanout information, revised notes and addition of a new Sheet 22.
2. Add Sheet 22. Sheet added in its entirety to indicate new cleanouts to be constructed.

CONTRACT DOCUMENTS

1. Replace the Notice to Bidders (3 pages) in the project manual with a new Notice to Bidders (3 pages) provided with this Addendum.
2. Replace the Bid Form (6 pages) in the project manual with a new Bid Form (6 pages) provided with this Addendum.
3. Replace the Bid Bond (2 pages) in the project manual with a new Bid Bond (2 pages) provided with this Addendum.
4. Replace the Compliance Statement (1 page) in the project manual with the Compliance Statement (2 pages) provided with this Addendum.

5. Section C-520, Agreement. Remove Article 4.02.A. and replace with the following:

4.02.A. A Notice to Proceed is expected to be given by June 14, 2021.

6. Section C-520, Agreement. Remove Article 4.02.B. and replace with the following:

4.02.B. The Work will be substantially completed on or before July 31, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 31, 2022.

7. Special Conditions. Remove Paragraph A.2. and replace with the following:

A.2. CONTRACT TIME: The CONTRACTOR shall commence work within five (5) days after receiving written Notice to Proceed and shall substantially complete all work on or before July 31, 2022 with final completion on or before August 31, 2022.

8. Special Conditions. Remove Paragraph A.3. and replace with the following:

A.3. NOTICE TO PROCEED: A Notice to Proceed is expected to be given by June 14, 2021.

CLARIFICATIONS

1. Will the City of Carter Lake pay for water? *The City of Carter Lake will cover the costs associated with water usage by the contractor on this project during sewer cleaning, jetting and CIPP processes.*
2. What is the CCTV televising format? *CCTV shall be submitted in a digital format, capable of being viewed on the computer with standard video software.*
3. What are the CCTV submittal requirements? *CCTV shall be submitted via thumb drives or external hard drive. A single copy is acceptable.*

**ENCLOSURES – PLAN SHEETS 1 AND 22, NOTICE TO BIDDERS (C-111), BID FORM (C-410), BID BOND (C-430),
RD 400-6 (2 PAGES), MEETING MINUTES FROM PRE-BID MEETING HELD 04/26/2021 (5 PAGES)**

END OF ADDENDUM

Sincerely,

LAMP RYNEARSON



Michael P. McIntosh, P.E., CFM
Design Group Lead

CITY OF CARTER LAKE
POTTAWATTAMIE COUNTY, IOWA
SEWER COLLECTION SYSTEM IMPROVEMENTS



SHEET LIST TABLE			
SHEET NUMBER	SHEET DESCRIPTION	ORIGINAL DATE	REVISION DATE
1	COVER SHEET	03/15/2021	04/27/2021
2	SANITARY SEWER PIPE REHABILITATION VICINITY MAP – NORTH	03/15/2021	
3	SANITARY SEWER PIPE REHABILITATION VICINITY MAP – SOUTH	03/15/2021	
4	SANITARY SEWER PIPE REHABILITATION, SHEET 1 OF 6	03/15/2021	
5	SANITARY SEWER PIPE REHABILITATION, SHEET 2 OF 6	03/15/2021	
6	SANITARY SEWER PIPE REHABILITATION, SHEET 3 OF 6	03/15/2021	
7	SANITARY SEWER PIPE REHABILITATION, SHEET 4 OF 6	03/15/2021	
8	SANITARY SEWER PIPE REHABILITATION, SHEET 5 OF 6	03/15/2021	
9	SANITARY SEWER PIPE REHABILITATION, SHEET 6 OF 6	03/15/2021	
10	SANITARY SEWER MANHOLE REHABILITATION VICINITY MAP – NORTH	03/15/2021	
11	SANITARY SEWER MANHOLE REHABILITATION VICINITY MAP – SOUTH	03/15/2021	
12	SANITARY SEWER MANHOLE REHABILITATION, SHEET 1 OF 8	03/15/2021	
13	SANITARY SEWER MANHOLE REHABILITATION, SHEET 2 OF 8	03/15/2021	
14	SANITARY SEWER MANHOLE REHABILITATION, SHEET 3 OF 8	03/15/2021	
15	SANITARY SEWER MANHOLE REHABILITATION, SHEET 4 OF 8	03/15/2021	
16	SANITARY SEWER MANHOLE REHABILITATION, SHEET 5 OF 8	03/15/2021	
17	SANITARY SEWER MANHOLE REHABILITATION, SHEET 6 OF 8	03/15/2021	
18	SANITARY SEWER MANHOLE REHABILITATION, SHEET 7 OF 8	03/15/2021	
19	SANITARY SEWER MANHOLE REHABILITATION, SHEET 8 OF 8	03/15/2021	
20	SANITARY SEWER SERVICE REINSTATEMENTS	03/15/2021	
21	SANITARY SEWER SERVICE REINSTATEMENTS	03/15/2021	
22	SANITARY SEWER CLEANOUT REPLACEMENT		04/27/2021

REVISION MADE PERTAINING TO REPLACEMENT OF EXISTING CLEANOUTS AND DEADENDS; NEW SHEET 22 INDICATING CLEANOUT LOCATIONS ADDED IN ITS ENTIRETY; QUANTITIES REVISED; COMPLETION DATE REVISED

	<p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p><i>Michael P. McIntosh</i> 4-27-21 (SIGNATURE) (DATE)</p> <p>PRINTED OR TYPED NAME: MICHAEL P. MCINTOSH LICENSE NUMBER: 19577 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022 SHEETS COVERED BY THIS SEAL: 1-22</p>
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GENERAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2021 EDITION AND ANY REVISIONS OR AMENDMENTS THERETO.
- ALL WORK SHALL BE COMPLETED BY AUGUST 31, 2022.
- WORK WILL BE ALLOWED MONDAY THROUGH SATURDAY, 7AM TO 6PM. NO WORK WILL BE ALLOWED ON SUNDAYS OR ON HOLIDAYS OBSERVED BY THE CITY OF CARTER LAKE EXCEPT WITH PERMISSION OF THE ENGINEER.
- ALL PROJECT PROCEDURES, BONDS, AND RESERVES SHALL CONFORM TO SUDAS.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS (DIAL 811).
- THE ENGINEER/INSPECTOR MUST NOTIFY THE FOLLOWING CITY OF CARTER LAKE PERSONNEL 48 HOURS PRIOR TO ALL PRECONSTRUCTION MEETINGS AND 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION: (LEM SHEARD PHONE: 712-347-5952).
- THE CONTRACTOR SHALL NOTIFY THE CITY OF CARTER LAKE 48 HOURS BEFORE THE PROJECT KICK-OFF MEETING. (LEM SHEARD 712-347-5952)
- THE CONTRACTOR MUST NOTIFY THE FOLLOWING CITY OF CARTER LAKE PERSONNEL 48 HOURS PRIOR TO LANE CLOSURE AND 24 HOURS PRIOR TO LANE RESTRICTIONS: LEM SHEARD (PHONE: 712-347-5952).
- THE CONTRACTOR SHALL NOTIFY THE OFFICE OF THE CITY OF CARTER LAKE MAINTENANCE SUPERVISOR, LEM SHEARD (PHONE: 712-347-5952) 48 HOURS BEFORE WORK IS STARTED IN THE RIGHT-OF-WAY.
- TRAFFIC CONTROL BARRICADES SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND SUDAS SECTION 8030, TEMPORARY TRAFFIC CONTROL.
- NO TREES SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER. TREES SHALL BE REMOVED ONLY WHERE TREES INTERFERE WITH CONSTRUCTION.
- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITY COMPANIES AT THE CONTRACTOR'S REQUEST. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS (IOWA ONE CALL, DIAL 811). NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGES TO THE FACILITIES. SEE SECTION 4.04 OF THE GENERAL CONDITIONS FOR FURTHER INFORMATION.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A "CONSTRUCTION RECORD" SET OF DRAWINGS SHOWING LOCATIONS OF LATERAL REINSTATEMENTS AND ANY FIELD CHANGES TO THE PLANS.
- THE CONTRACTOR SHALL SUBMIT THE FOLLOWING PLANS TO THE ENGINEER PRIOR TO THE START OF ANY WORK.
 - DETAILED WORK AND PHASING PLAN
 - PIPE LINING AND MANHOLE REHABILITATION PRODUCT INFORMATION AS CALLED OUT IN THE SPECIFICATIONS.

TRENCH EXCAVATION AND BACKFILL NOTES

- TRENCH EXCAVATION AND BACKFILL FOR OPEN CUT SEWER REPAIRS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 3010, TRENCH EXCAVATION AND BACKFILL.
- CLASS 1 GRANULAR BEDDING MATERIAL SHALL BE USED.

SANITARY SEWER (OPEN CUT TRENCHED CONDITION) NOTES

- SANITARY SEWER GRAVITY MAIN, OPEN CUT TRENCHED CONDITION, SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4010, SANITARY SEWERS.
- SANITARY SEWER PIPE SHALL BE SOLID WALL POLYVINYL CHLORIDE (PVC) PIPE.
- PIPES RECEIVING SPOT REPAIRS BY OPEN CUT TRENCHING SHALL RECEIVE PIPE COUPLERS.
- GRAVITY SANITARY SEWER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4010, PARAGRAPH 1.08. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT. BID ITEM INCLUDES TRENCH EXCAVATION; DEWATERING; FURNISHING AND INSTALLING PIPE; FURNISHING, PLACING AND COMPACTING BEDDING AND BACKFILL MATERIAL; WYES AND OTHER FITTINGS; PIPE JOINTS; PIPE COUPLERS; PIPE CONNECTION TESTING AND INSPECTION AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.

- SANITARY SEWER CLEANOUTS OR DEADENDS, AT LOCATIONS IDENTIFIED IN THE PLANS, SHALL BE REPLACED WITH A NEW CLEANOUT AND SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4010, PARAGRAPH 2.06, FIGURE 4010.203. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER EACH. BID ITEM INCLUDES REMOVING EXISTING CLEANOUT OR DEADEND, PROVIDING A PLUG AT THE END OF THE SEWER MAIN, FITTINGS, RISER PIPE, CAP WITH SCREW PLUG, CASTING, CONCRETE CASTING ENCASEMENT AND LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. PORTLAND CEMENT CONCRETE PAVEMENT FULL DEPTH PATCHES AT CLEANOUT LOCATIONS WILL BE PAID FOR SEPARATELY.

SANITARY SEWER REMOVAL NOTES

- WHERE INDICATED, SANITARY SEWER PIPE SHALL BE REMOVED AND DISPOSED OF.
- A PORTION OF PIPE TO BE REMOVED IS TRANSITE PIPE (ASBESTOS-CEMENT PIPE PRODUCT). CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS AND FOLLOW ALL LOCAL, STATE AND FEDERAL REGULATIONS AND GUIDELINES FOR REMOVAL OF THIS PIPE, INCLUDING PROPER DISPOSAL OF SAID PIPE.
- SEPARATE PAYMENT WILL BE MADE FOR REMOVAL OF TRANSITE VERSUS NON TRANSITE PIPE. FOR REMOVAL OF 12" OR SMALLER SEWER PIPE – TRANSITE PIPE, PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT. BID ITEM INCLUDES ONLY THE REMOVAL AND DISPOSAL OF PIPE AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. TRENCH EXCAVATION; DEWATERING; FURNISHING AND INSTALLING NEW PIPE; FURNISHING, PLACING AND COMPACTING BEDDING AND BACKFILL MATERIAL; WYES AND OTHER FITTINGS; PIPE JOINTS; PIPE COUPLERS; PIPE CONNECTION TESTING AND INSPECTION SHALL ALL BE PAID FOR SEPARATELY.
- FOR REMOVAL OF 12" OR SMALLER SEWER PIPE – NON TRANSITE PIPE, PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT. BID ITEM INCLUDES ONLY THE REMOVAL AND DISPOSAL OF PIPE AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. TRENCH EXCAVATION; DEWATERING; FURNISHING AND INSTALLING NEW PIPE; FURNISHING, PLACING AND COMPACTING BEDDING AND BACKFILL MATERIAL; WYES AND OTHER FITTINGS; PIPE JOINTS; PIPE COUPLERS; PIPE CONNECTION TESTING AND INSPECTION SHALL ALL BE PAID FOR SEPARATELY.

SANITARY SEWER MANHOLE REHABILITATION NOTES

- EXISTING SANITARY SEWER MANHOLE REHABILITATION SHALL BE IN ACCORDANCE WITH SUDAS SECTION 6020, REHABILITATION OF EXISTING MANHOLES. REHABILITATION SHALL CONSIST OF A CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER OR A CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER WITH EPOXY SEAL AT MANHOLES AS NOTED IN THE PLANS. REHABILITATION WORK ALSO INCLUDES INVERT REPAIRS AS INDICATED AND REPLACEMENT OF PERFORATED MANHOLE COVERS WITH SOLID COVERS.
- EXECUTION OF CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER AND MORTAR LINER WITH EPOXY SEAL SHALL BE IN ACCORDANCE WITH SECTION 6020, PARAGRAPH 3.03.
- CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER SHALL BE IN ACCORDANCE WITH SUDAS SECTION 6020. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER VERTICAL FOOT, MEASURED FROM MANHOLE INVERT TO BOTTOM OF MANHOLE CAST FRAME. BID ITEM INCLUDES CLEANING OF ENTIRE MANHOLE, REMOVAL AND DISPOSAL OF ALL LOOSE MATERIAL FROM THE MANHOLE, BYPASSING OF FLOWS AS REQUIRED TO PROPERLY COMPLETE THE INSTALLATION AND FULL CEMENTITIOUS MORTAR LINING OF THE MANHOLE INCLUDING BENCH. PAYMENT INCLUDES EPOXY SEAL FOLLOWING MORTAR LINING. PAYMENT INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. REMOVAL OF EMBEDDED STEPS SHALL BE CONSIDERED INCIDENTAL TO THE MORTAR LINER AND EPOXY SEAL.
- CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER WITH EPOXY SEAL SHALL BE IN ACCORDANCE WITH SUDAS SECTION 6020. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER VERTICAL FOOT, MEASURED FROM MANHOLE INVERT TO BOTTOM OF MANHOLE CAST FRAME. BID ITEM INCLUDES CLEANING OF ENTIRE MANHOLE, REMOVAL AND DISPOSAL OF ALL LOOSE MATERIAL FROM THE MANHOLE, BYPASSING OF FLOWS AS REQUIRED TO PROPERLY COMPLETE THE INSTALLATION AND FULL CEMENTITIOUS MORTAR LINING OF THE MANHOLE INCLUDING BENCH. PAYMENT INCLUDES EPOXY SEAL FOLLOWING MORTAR LINING. PAYMENT INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. REMOVAL OF EMBEDDED STEPS SHALL BE CONSIDERED INCIDENTAL TO THE MORTAR LINER AND EPOXY SEAL.
- MANHOLE INVERT REPAIRS FOR EXISTING SANITARY SEWER MANHOLES SHALL BE AT THE CONTRACT UNIT PRICE PER EACH INVERT REPAIRED. BID ITEM INCLUDES REMOVAL AND DISPOSAL OF ALL LOOSE MATERIAL FROM THE INVERT, BLOCKAGE OF SEWER FLOWS AND BYPASS PUMPING, REPAIR OF INVERT WITH QUICK SETTING PATCHING MATERIAL, REESTABLISHMENT OF FLOWS WITHIN 30 MINUTES OF PLACEMENT OF MATERIAL AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.
- ACCEPTABLE PRODUCTS FOR MANHOLE INVERT REPAIRS INCLUDE STRONG SEAL QSR, QUADEX HYPERFORM OR APPROVED EQUAL.
- REPLACEMENT OF PERFORATED MANHOLE COVERS WITH SOLID COVERS SHALL BE AT THE CONTRACT UNIT PRICE PER EACH. BID ITEM INCLUDES REMOVAL AND SALVAGING TO THE CITY OF CARTER LAKE EXISTING PERFORATED MANHOLE COVERS AND THE FURNISHING AND PLACEMENT OF SOLID COVERS AT THE LOCATIONS INDICATED IN THE PLANS, INCLUDING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.

SANITARY SEWER PIPE REHABILITATION NOTES

- SANITARY SEWER PIPE REHABILITATION SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4050, PIPE REHABILITATION. REHABILITATION INCLUDES PIPE LINING AND POINT REPAIR LINING. OPEN CUT SPOT REPAIRS AND PIPE REPLACEMENT ARE COVERED UNDER SANITARY SEWER (OPEN CUT TRENCHED CONDITION) NOTES.
- CURED IN PLACE PIPE (CIPP) MAIN LINING MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 4050, PARAGRAPH 2.01.
- CURED IN PLACE PIPE (CIPP) POINT REPAIR LINING MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 4050, PARAGRAPH 2.02. LINER LENGTH SHALL BE PER THE PLANS.
- SEWERS SHALL BE PRE-CLEANED AND INSPECTED PRIOR TO REHABILITATION WORK. SEE SECTION 4050, PARAGRAPH 3.01.
- SANITARY SEWER FLOWS SHALL BE BYPASSED IN ACCORDANCE WITH SECTION 4050, PARAGRAPH 3.02.
- EXECUTION OF CIPP MAIN LINING AND POINT REPAIR LINING WORK SHALL BE IN ACCORDANCE WITH SECTION 4050, PARAGRAPHS 3.03 AND 3.04.
- CIPP END SEALS SHALL BE USED ON ALL MAIN LININGS.
- ACTIVE SERVICES SHALL BE REINSTATED IN ACCORDANCE WITH SECTION 4050, PARAGRAPH 3.03.F. NON CAPPED SERVICES IDENTIFIED THROUGH INITIAL CCTV INSPECTIONS ARE INCLUDED IN THE PLANS. ACTIVE SERVICES NOT INCLUDED SHALL ALSO BE REINSTATED BY THE CONTRACTOR.
- CCTV VIDEO INSPECTION SHALL BE PERFORMED OF COMPLETED CIPP LINING IN ACCORDANCE WITH SECTION 4050, PARAGRAPH 3.03.G.
- PRE-REHABILITATION CLEANING AND INSPECTION SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4050. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT FOR SEWER MAIN CLEANED AND INSPECTED. BID ITEM INCLUDES PRE-CLEANING CCTV INSPECTION, LIGHT SEWER CLEANING, DEBRIS REMOVAL AND TRANSPORT. POST REHABILITATION CLEANING CCTV INSPECTION FOR ENGINEER REVIEW AND IDENTIFICATION AND LOGGING OF ACTIVE SERVICE TAPS AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. REMOVAL OF PROTRUDING SERVICE CONNECTIONS SHALL BE CONSIDERED INCIDENTAL TO PRE-REHABILITATION CLEANING AND INSPECTION.
- CIPP MAIN LINING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4050. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT FOR EACH DIAMETER OF MAIN PIPE LINING, MEASURED ALONG THE CENTERLINE OF THE PIPE LINING FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. BID ITEM INCLUDES FURNISHING THE LINER AND APPURTENANCES, CCTV INSPECTION IMMEDIATELY PRIOR TO LINING, BYPASS PUMPING, SLIDING FOIL, POST-LINING CCTV INSPECTION, ALL COSTS ASSOCIATED WITH A PUBLIC INFORMATION AND NOTIFICATION PROGRAM AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. INSTALLATION OF END SEALS SHALL BE CONSIDERED INCIDENTAL TO CIPP MAIN LINING.
- SANITARY SEWER SERVICE REINSTATEMENT SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4050. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER EACH FOR EACH ACTIVE SERVICE REINSTATED. BID INCLUDES REINSTATING ACTIVE SANITARY SEWER SERVICE CONNECTIONS, REMOVAL OF DEBRIS, AND COORDINATION WITH SERVICE OWNERS AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.
- CIPP POINT REPAIR LINING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 4050. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT FOR EACH DIAMETER OF POINT REPAIR LINING INDICATED ON THE PLANS. BID ITEM INCLUDES FURNISHING AND PLACING POINT REPAIR LINER, BYPASS PUMPING, SEWER CLEANING, REMOVAL OF OBSTRUCTIONS, DEBRIS REMOVAL, PIPE PREPARATION, AND PRE AND POST REPAIR CCTV INSPECTION AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.

PAVEMENT REHABILITATION NOTES

- PORTLAND CEMENT CONCRETE PAVEMENT FULL DEPTH PATCHES FOR AREAS OF OPEN CUT SEWER REPAIRS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7040, PAVEMENT REHABILITATION.
- FULL DEPTH PORTLAND CEMENT CONCRETE PAVEMENT PATCHES SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7040. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER SQUARE YARD FOR FULL DEPTH PAVEMENT PATCHES. BID ITEM INCLUDES SAWING, REMOVING AND DISPOSING OF EXISTING PAVEMENT AND REINFORCING; RESTORING THE SUBGRADE; FURNISHING AND INSTALLING TIE BARS AND DOWELS; FURNISHING AND PLACING THE PATCH MATERIAL; FORMING AND CONSTRUCTING INTEGRAL CURB (IF NEEDED); SURFACE CURING AND PAVEMENT PROTECTION; JOINT SAWING AND FILLING; AND PLACING BACKFILL AND RESTORING DISTURBED SURFACES AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.
- PORTLAND CEMENT CONCRETE PATCH MIX SHALL BE STANDARD PATCHING MIX.
- EXECUTION OF FULL DEPTH PATCHING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7040, PARAGRAPH 3.02.

SIDEWALK REMOVAL AND INSTALLATION NOTES

- REMOVAL OF EXISTING SIDEWALKS AND INSTALLATION OF NEW WALK SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7030, SIDEWALKS, SHARED USE PATHS AND DRIVEWAYS.
- REMOVAL OF EXISTING SIDEWALKS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7030. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER SQUARE YARD OF SIDEWALK REMOVED. BID ITEM INCLUDES SAWING, HAULING AND DISPOSAL OF MATERIALS REMOVED AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.
- INSTALLATION OF NEW SIDEWALKS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7030. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER SQUARE YARD OF SIDEWALK INSTALLED. BID ITEM INCLUDES MINOR GRADE ADJUSTMENTS AT DRIVEWAYS AND OTHER INTERSECTIONS, SUBGRADE PREPARATION, FORMWORK, ADDITIONAL THICKNESS AT THICKENED EDGES, JOINTING, SAMPLING, SLOPE AND SMOOTHNESS TESTING AND CORRECTION, AND TESTING AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.
- EXECUTION OF INSTALLATION OF NEW SIDEWALKS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 7030, PARAGRAPH 3.04.

SEEDING AND ROLLED EROSION CONTROL PRODUCT NOTES

- VEGETATED AREAS DISTURBED BY OPEN CUT TRENCHED CONDITIONS SHALL RECEIVE SEEDING AND ROLLED EROSION CONTROL PRODUCT.
- CONVENTIONAL SEEDING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010, SEEDING. SEEDING SHALL BE TYPE 1. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER ACRE. BID ITEM INCLUDES REMOVAL OF ROCKS AND OTHER DEBRIS FROM THE AREA; REPAIRING RILLS AND WASHES; PREPARING THE SEEDBED; FURNISHING AND PLACING SEED; FURNISHING AND PLACING FERTILIZER; FURNISHING WATER AND OTHER CARE DURING THE ESTABLISHMENT PERIOD AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK. MULCH WILL NOT BE REQUIRED; ROLLED EROSION CONTROL PRODUCT WILL BE PAID FOR SEPARATELY.
- ROLLED EROSION CONTROL PRODUCT SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9040, EROSION AND SEDIMENT CONTROL. ROLLED EROSION CONTROL PRODUCT SHALL BE TYPE 2.A. PAYMENT SHALL BE AT THE CONTRACT UNIT PRICE PER SQUARE YARD. BID ITEM INCLUDES EXCAVATION, STAPLES, ANCHORING DEVICES AND MATERIAL FOR ANCHORING SLOTS AND ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE WORK.

RENTAL OF EQUIPMENT NOTES

- AS PART OF BID ITEMS 23-26, CONTRACTOR SHALL ACCOUNT FOR ADDITIONAL RENTAL AND OPERATION OF EQUIPMENT AS PART OF HIS/HER BID. THE USE OF THESE BID ITEMS WILL BE AT THE DISCRETION OF THE ENGINEER.
- RENTAL OF LOADER, FULLY OPERATED: CONTRACTOR SHALL PROVIDE AND OPERATE A LOADER AS REQUIRED BY THE ENGINEER. THIS OPERATION WILL BE MEASURED AT THE CONTRACT UNIT PRICE PER HOUR THAT THE EQUIPMENT IS OPERATIONAL ONSITE. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR TRANSPORTATION TIME TO HAUL EQUIPMENT ON OR OFF SITE.
- RENTAL OF SKID LOADER, FULLY OPERATED: CONTRACTOR SHALL PROVIDE AND OPERATE A SKID LOADER AS REQUIRED BY THE ENGINEER. THIS OPERATION WILL BE MEASURED AT THE CONTRACT UNIT PRICE PER HOUR THAT THE EQUIPMENT IS OPERATIONAL ONSITE. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR TRANSPORTATION TIME TO HAUL EQUIPMENT ON OR OFF SITE.
- RENTAL OF DUMP TRUCK, FULLY OPERATED: CONTRACTOR SHALL PROVIDE AND OPERATE A DUMP TRUCK AS REQUIRED BY THE ENGINEER. THIS OPERATION WILL BE MEASURED AT THE CONTRACT UNIT PRICE PER HOUR THAT THE EQUIPMENT IS OPERATIONAL ONSITE. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR TRANSPORTATION TIME TO HAUL EQUIPMENT ON OR OFF SITE.
- RENTAL OF CRAWLER BACKHOE, FULLY OPERATED: CONTRACTOR SHALL PROVIDE AND OPERATE A CRAWLER BACKHOE AS REQUIRED BY THE ENGINEER. THIS OPERATION WILL BE MEASURED AT THE CONTRACT UNIT PRICE PER HOUR THAT THE EQUIPMENT IS OPERATIONAL ONSITE. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR TRANSPORTATION TIME TO HAUL EQUIPMENT ON OR OFF SITE.

APPROXIMATE QUANTITIES

NUMBER	ITEM	ESTIMATED QUANTITY		FINAL QUANTITY	
1	MOBILIZATION, BONDS, INSURANCE	1	LS		LS
2	PRE-REHABILITATION PIPE CLEANING AND INSPECTION	49366	LF		LF
3	PORTLAND CEMENT CONCRETE PAVEMENT FULL DEPTH PATCHES	590	SY		SY
4	SIDEWALK REMOVAL	25	SY		SY
5	5" PCC SIDEWALK	25	SY		SY
6	REMOVE 12" OR SMALLER SEWER PIPE – TRANSITE PIPE	199	LF		LF
7	REMOVE 12" OR SMALLER SEWER PIPE – NON TRANSITE PIPE	339	LF		LF
8	CONSTRUCT 8" SANITARY SEWER PIPE	284	LF		LF
9	CONSTRUCT 10" SANITARY SEWER PIPE	216	LF		LF
10	CONSTRUCT 12" SANITARY SEWER PIPE	29	LF		LF
11	CONSTRUCT SANITARY SEWER CLEANOUT	24	EA		EA
12	CONSTRUCT 8" CIPP SPOT LINER (24 LOCATIONS)	48	LF		LF
13	CONSTRUCT 10" CIPP SPOT LINER (3 LOCATIONS)	6	LF		LF
14	CONSTRUCT 12" CIPP SPOT LINER (1 LOCATION)	2	LF		LF
15	CONSTRUCT 8" CIPP LINER	44056	LF		LF
16	CONSTRUCT 10" CIPP LINER	2615	LF		LF
17	CONSTRUCT 12" CIPP LINER	2166	LF		LF
18	REINSTATE SERVICE LATERAL	809	EA		EA
19	CENTRIFUGALLY CAST CEMENTITIOUS MORTER MANHOLE LINER (111 EA)	808	VF		VF
20	CENTRIFUGALLY CAST CEMENTITIOUS MORTER MANHOLE LINER WITH EPOXY SEAL (34 EA)	272	VF		VF
21	MANHOLE INVERT REPAIRS	11	EA		EA
22	REPLACE PERFORATED MANHOLE COVER WITH SOLID COVER	33	EA		EA
23	RENTAL OF LOADER, FULLY OPERATED	50	HR		HR
24	RENTAL OF SKID LOADER, FULLY OPERATED	50	HR		HR
25	RENTAL OF DUMP TRUCK, FULLY OPERATED	50	HR		HR
26	RENTAL OF CRAWLER BACKHOE, FULLY OPERATED	50	HR		HR
27	CONVENTIONAL SEEDING – TYPE 1	0.2	AC		AC
28	ROLLED EROSION CONTROL PRODUCT – TYPE 2A	200	SY		SY

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SANITARY SEWER CLEANOUTS

LOCATIONS OF EXISTING CLEANOUTS ON SEWER MAINS OR LOCATIONS WHERE THE SEWER MAIN DEADENDS WITHOUT A CLEANOUT ARE IDENTIFIED ON THIS SHEET. CONTRACTOR SHALL EXCAVATE CLEANOUT OR DEADEND TO ENABLE CIPP LINING OPERATIONS.

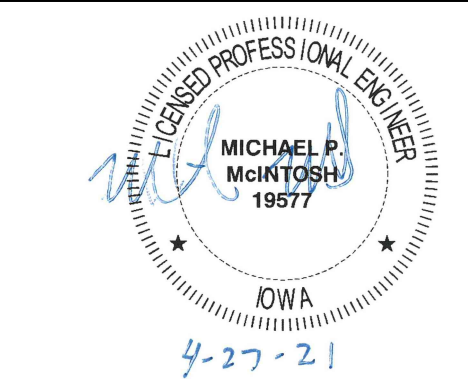
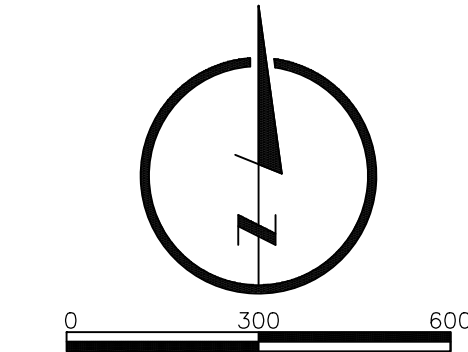
CONTRACTOR SHALL REPLACE EXISTING CLEANOUT OR DEADEND WITH A NEW CLEANOUT IN CONJUNCTION WITH THE CIPP LINING OPERATIONS.

NEW CLEANOUTS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH. PORTLAND CEMENT PAVEMENT FULL DEPTH PATCHES AT CLEANOUT LOCATIONS WILL BE PAID FOR SEPARATELY BY THE SQUARE YARD.

STRUCTURE NUMBER	LOCATION	EXISTING STRUCTURE TYPE
42	AVE R AND 9TH ST	CLEANOUT
352	BETWEEN AVE R AND AVE Q ON 9TH ST	DEADEND
49	NORTH END OF 2ND DRIVE	CLEANOUT
52	NORTH END OF 3RD DRIVE	CLEANOUT
204	NORTH END OF 4TH DRIVE	DEADEND
208	NORTH END OF 5TH DRIVE	DEADEND
217	NORTH END OF 7TH DRIVE	DEADEND
218	CAROLINA DRIVE, NE OF 8TH DRIVE	DEADEND
82	STELLA AVE AND 17TH ST	DEADEND
69	MURRAY AVE AND 17TH ST	DEADEND
100	CACHELIN DR AND 17TH ST	CLEANOUT
351	AVE P AND 13TH ST	DEADEND
59	AVE P AND 12TH ST	CLEANOUT
51	AVE P AND 11TH ST	CLEANOUT
41	AVE P AND 10TH ST	CLEANOUT
201	NEPTUNE DRIVE (EAST) BETWEEN CEDAR ST AND WALNUT ST	DEADEND
161	NEPTUNE DRIVE (EAST), SOUTH OF WALNUT ST	CLEANOUT
174	DORENE BLVD, NORTH OF HOLIDAY DR	CLEANOUT
196	WALNUT ST AND 14TH ST	CLEANOUT
194	WALNUT ST AND 13TH AVE	CLEANOUT
169	DORENE BLVD, EAST OF 13TH ST	CLEANOUT
177	JANBROOK BLVD, EAST OF 13TH ST	DEADEND
256	JANBROOK BLVD, WEST SIDE OF 11TH ST	DEADEND
5	ALLEY BETWEEN STEELE AVE AND E LOCUST ST, EAST OF 5TH ST	CLEANOUT

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MICHAEL P. MONTOSH
1987

SANITARY SEWER CLEANOUT REPLACEMENT LOCATION MAP

CITY OF CARTER LAKE SEWER COLLECTION SYSTEM IMPROVEMENTS



REVISIONS

DESIGNER / DRAFTER
SCOTT OSWALD/RICK KELLER
DATE
04/27/2021
PROJECT NUMBER
01181832-002
BOOK AND PAGE

SHEET

22 OF

SHEET ADDED IN ITS ENTIRETY

NOTICE TO BIDDERS

REVISED 4/27/2021

General Notice

CITY OF CARTER LAKE, IOWA (Owner) is requesting Bids for the construction of the following Project:
CITY OF CARTER LAKE – SEWER COLLECTION SYSTEM IMPROVEMENTS

Sealed bids for the construction of the Project will be received at the office of CITY OF CARTER LAKE, ATTN: JACKIE CARL, located at 950 EAST LOCUST STREET, CARTER LAKE, IOWA, until **Wednesday May 12th, 2021, at 4:00 P.M. local time**. At that time and place the Bids received will be **publicly** opened and read. Proposals will be considered and acted upon by City of Carter Lake at the Council Meeting at 950 EAST LOCUST STREET, CARTER LAKE, IOWA, on **May 24, 2021 at 7:00 p.m.** or at such later time and place as then may be fixed.

A notice to proceed is expected to be given by June 14, 2021. All work must be completed by August 31, 2022.

The Project generally includes pre-rehabilitation pipe cleaning and inspections, Cured-In-Place-Pipe (CIPP) lining, open cut sanitary sewer repairs and other miscellaneous construction items.

Bidder shall acknowledge Addendum #1.

Obtaining the Bidding Documents

Bidding Documents are available online for viewing or download purchase. Go to www.LampRynearson.com and select QUESTCDN at the bottom of page or contact www.questcdn.com and use the Project Search page. Plan sets and project manual can be downloaded and saved for \$20.00 at either site utilizing eBidDoc™ #7712343. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance if needed.

The Issuing Office for the Bidding Documents is:

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8 am and 5 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

A paper set of Bidding Documents may be obtained from the Engineer upon pre-payment by cash, check, or using prepaid account with Engineer of **\$50.00** if picked up and **\$60.00** if mailed (both non-refundable). Contractor must give 24-hour notice to Engineer when picking up paper sets. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from other sources.

Bid Security

The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY FOR CITY OF CARTER LAKE – SEWER COLLECTION SYSTEM IMPROVEMENTS with the bidder's name and address on said envelope. Each Bid shall be accompanied by bid security in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or Bid Bond (on the form included with the Bidding Documents) in the amount of 5% OF THE

EJCDC® C-111, Advertisement for Bids Notice to Contractors for Construction Contract.

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NC-1 of NC-3

BIDDER'S MAXIMUM BID PRICE and shall be payable without condition to CITY OF CARTER LAKE, IOWA as a guarantee that the Bidder, if successful, will execute the Agreement and provide an acceptable Contract Bond from an approved surety in the amount of 100 percent of the Contract Price.

The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refused to enter into a contract within 10 days after the award of the contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidder shall use the bid bond from included in the Bidding Documents.

Payment Procedures

The Owner will issue payment to the Contractor in the amount of 90% of the contracted value of the completed work as of the end of the preceding month, as recommended by the Engineer. Payment for the balanced retained will be issued by the Owner upon completion of the work and approval thereof by the Owner's Engineer, city or other governmental agency approval when necessary, and acceptance by the Owner.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Work on the improvements shall commence within 10 days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council.

All bids shall use the provided Bid Form included in the bidding documents. All blanks on the Bid Form must be completed in ink. Each bid shall be sealed, plainly identified and accompanied by the bid security sealed in a separate envelope as instructed above. Any alterations in the provided Bid Form will entitle the Council, at its option, to reject the proposal involved from consideration.


In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The bidder Status Form must be included with and is considered an essential attachment to the bid. Any bid that does not include a fully completed Bidder Status Form may result in the bid being determined non-responsive and rejected.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitted the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City reserves the right to reject any and all bids, to waive informalities and irregularities in the form of the bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed 45 calendar days from the date of hearing.


City of Carter Lake, Iowa

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF CARTER LAKE
Attn: Jackie Carl
950 Locust Street
Carter Lake, IA 51510

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; ~~and~~
- ~~G. [List other documents and edit above as pertinent].~~
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
- J. None.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1	MOBILIZATION, BONDS, INSURANCE	1	LS		
2	PRE-REHABILITATION PIPE CLEANING AND INSPECTION	49,366	LF		
3	PORTLAND CEMENT CONCRETE PAVEMENT FULL DEPTH PATCHES	590	SY		
4	SIDEWALK REMOVAL	25	SY		
5	5" PCC SIDEWALK	25	SY		
6	REMOVE 12" OR SMALLER SEWER PIPE - TRANSITE PIPE	199	LF		
7	REMOVE 12" OR SMALLER SEWER PIPE - NON TRANSITE PIPE	339	LF		
8	CONSTRUCT 8" SANITARY SEWER PIPE	284	LF		
9	CONSTRUCT 10" SANITARY SEWER PIPE	216	LF		
10	CONSTRUCT 12" SANITARY SEWER PIPE	29	LF		
11	CONSTRUCT SANITARY SEWER CLEANOUT	24	EA		
12	CONSTRUCT 8" CIPP SPOT LINER (24 LOCATIONS)	48	LF		
13	CONSTRUCT 10" CIPP SPOT LINER (3 LOCATIONS)	6	LF		
14	CONSTRUCT 12" CIPP SPOT LINER (1 LOCATION)	2	LF		
15	CONSTRUCT 8" CIPP LINER	44,056	LF		
16	CONSTRUCT 10" CIPP LINER	2,615	LF		
17	CONSTRUCT 12" CIPP LINER	2,166	LF		
18	REINSTATE SERVICE LATERAL	809	EA		
19	CENTRIFUGALLY CAST CEMENTITIOUS MORTAR MANHOLE LINER (111 EA)	808	VF		
20	CENTRIFUGALLY CAST CEMENTITIOUS MORTAR MANHOLE LINER WITH EPOXY SEAL (34 EA)	272	VF		
21	MANHOLE INVERT REPAIRS	11	EA		
22	REPLACE PERFORATED MANHOLE COVER WITH SOLID COVER	33	EA		
23	RENTAL OF LOADER, FULLY OPERATED	50	HR		
24	RENTAL OF SKID LOADER, FULLY OPERATED	50	HR		

Addendum No. 1

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
25	RENTAL OF DUMP TRUCK, FULLY OPERATED	50	HR		
26	RENTAL OF CRAWLER BACKHOE, FULLY OPERATED	50	HR		
27	CONVENTIONAL SEEDING - TYPE 1	0.2	AC		
28	ROLLED EROSION CONTROL PRODUCT - TYPE 2.A	200	SY		
TOTAL BID AMOUNT					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Deleted

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

4.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Addendum No. 1

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: CITY OF CARTER LAKE, IOWA Address <i>(principal place of business)</i> : 950 EAST LOCUST STREET CARTER LAKE, IOWA	Bid Project <i>(name and location)</i> : SEWER COLLECTION SYSTEM IMPROVEMENTS – CITY OF CARTER LAKE Bid Due Date: MAY 12, 2021 AT 4:00 P.M.
Bond Penal Sum: 5% OF THE BIDDER'S MAXIMUM BID PRICE Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

ADDENDUM NO. 1

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with City of Carter Lake, 950 Locust Street,
Carter Lake, IA 51510

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☐ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

☐ If the proposed contract is for \$50,000 or more: or ☐ If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I ☐ have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

City of Carter Lake

Sewer Collection System Improvements

Pre-Bid Meeting

TO: Jackie Carl, City of Carter Lake
Lem Sheard, City of Carter Lake
Mike McIntosh, Lamp Rynearson
Scott Oswald, Lamp Rynearson
Bryan Kratky, Lamp Rynearson

MEETING DATE: **April 26, 2021**

MEETING TIME: **3PM – 4PM**

VENUE: **Virtual Via Zoom**

<https://zoom.us/j/98164106907?pwd=Z0hNaEhpV0E3WlppcnJ2aVRJZ2YrZz09>

Meeting ID: 981 6410 6907

Passcode: 075901

1. Introductions
 - a. City Clerk: Jackie Carl
 - b. City Public Works Director: Lem Sheard
 - c. Design Project Manager: Mike McIntosh
 - d. Design Project Engineer: Scott Oswald
 - e. Design Construction Manager: Bryan Kratky
2. Bid Opening Date, Place and Time (C-111 - Notice to Bidders) - Discussed by McIntosh
 - Bid opening to be held **May 5th, 2021 at 4:00 p.m.** at City of Carter Lake, City Hall. 950 East Locust Street, Carter Lake Iowa.
 - Mechanics for bid submittal see Specification Section C-200 – Instructions to Bidders
 - Bid Opening – COVID protocol

Discussion: ***Post Meeting Decision – Bid Opening to be changed to Wednesday, May 12th, 2021 as part of Addendum 1.***
3. Interpretations and Addenda (C-200 – Instructions to Bidders)
 - Reference Article 7
 - End date for questions is 7 calendar days before bid opening. (**Wednesday April 28, 2021**)
 - Questions addressed to Mike McIntosh per listed contact information (**in writing**)
 - Copy of the minutes for this meeting will be included in addenda.

Discussion: ***Post Meeting Decision – End date for questions is changed to Wednesday, May 5, 2021.***

4. Contracting Requirements (C-200 – Instructions to Bidders)

- Funds for the Project will come from Community Development Block Grant, USDA-RUS Loan and General Funds.
- **Federal Requirements will apply to this project.**
- Submission of bid – items to be aware of:
 - Bid security must be in an appropriate form – Refer to Instructions to Bidders, Article 8
 - This is a line item bid – UNIT PRICE CONTROLS. Errors in form will be calculated based on Unit Price.
- Other Bid Form items of note: ***Refer to Bid Form Article 2 as your Bid turn-in checklist!***
 - Bid Security
 - List of Proposed Sub-Contractors
 - List of Proposed Suppliers
 - Evidence of Authority to do business in the State of Iowa.
 - Contractor's license number.
 - Bidder Qualification Statement
 - Form RD 400-6 (Full Form to be included in Addenda #1)
 - Form AD-1048
 - Form 1940-Q Exhibit A-1
- Failure to include all forms will be considered non-responsive.

Discussion:

-

5. Sales and Use Tax (C-200 – Instructions to Bidders)

- Reference Article 21.
- Project exempt from Iowa State Sales and Use Taxes on materials and equipment incorporated into Work.
- Do not include sales tax in Bid.

Discussion:

-

6. Federal Requirements (C-200 – Instructions to Bidders)

- Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- Federal Requirements in Article 19 of the Supplementary Conditions
- American Iron and Steel requirements apply.

Discussion:

-

7. Substitute and "or Equal" Items (C-200 – Instructions to Bidders)

- No item of material or equipment will be considered as an "or equal" or substitute unless set forth in an addendum.
- Substitutes and "or Equal" items may be proposed by contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract.

Discussion: ***Alternate manhole lining products may be proposed by the selected contractor post bid. Project should be bid in accordance with the Plans and Specifications.***

8. Supplementary Reference Documents (C-200 Instructions to Bidders)

- Reference Documents
 - Previous CCTV Videos were completed during development of plans
 - CCTV data is available upon request and available for downloading in person at Office of Lamp Rynearson, 14710 West Dodge Road, Omaha, NE 68154.
 - Contractor must bring their own clean formatted external Hard Drive with a minimum capacity of 150 GB to our office.
 - Request for viewing appointments or downloading through Scott Oswald (Scott.oswald@lamprynearson.com)

Discussion:

-

9. Project Overview and Coordination -

- Project is part of an on-going maintenance program for the City of Carter Lake.
- Work in accordance with Iowa Statewide Urban Design and Specifications (SUDAS)
- Project Map and Quantity overview
- Coordination with Utilities – One-Call

Discussion:

-

10. Contract Days (C-520 - Agreement) -

- Reference Article 4 – Contract Date
- Notice-To-Proceed anticipated to be June 7, 2021
 - Substantial Completion – Contract Date, Not Working Days – November 1, 2021.
 - Final Completion – Contract Date, Not Working Days - December 1, 2021.
 - Additional Days can be added to Contract Dates – GC Article 4.05

Discussion:

-

11. Liquidated Damages (C-520 - Agreement)

- Reference Article 4.03 – Liquidated Damages.
- For Substantial Completion - **\$1,500** per calendar day
- For Final Completion - **\$1,500** per calendar day.

Discussion:

-

12. Construction Progress Schedule (C-700, 2.03A-General Conditions) -

- Development of acceptable baseline schedule is part of Mobilization, Bonds and Insurance - Bid Item 1.
- Monthly update required as part of Payment Application process.

Discussion:

-

13. Payments and Retainage (C-700 - Agreement)

- Reference Article 6.
- Retainage will be ten (10) percent of the cost of the work.
- Upon Substantial Completion, retainage may be reduced to 125 percent of the cost the remaining work on the contract as estimated by Engineer or CM.

Discussion:

-

14. Project Property and Easement Status

- All work in City owned Right-of-Way

Discussion:

-

15. Working Times

- Working times are Mon-Sat. 7 a.m. – 6 p.m.
- Additional times can be requested through the Engineer / City.

Discussion:

-

16. Water

- City of Carter Lake to provide connections and access to water supply.
- Do not include in Bid.

Discussion:

-

17. Permits

- Contractor required to obtain all necessary permits including potential dewatering permits.
- Included in Bid Item #1.

Discussion:

-

18. Survey

- Lamp Rynearson to provide survey
- Provide a minimum of 48 hours notice.
- City may seek reimbursement from contractor for restaking costs

Discussion:

-

19. Project Meetings

- Preconstruction Conference.
- Preconstruction Public Information Meeting.
- Preliminary Progress Schedule Review Meeting.
- Initial/Periodic and Final Permitting and Environmental Conference
- Progress Meetings - Weekly.
- Quality Control Meetings.

Discussion:

-

20. Testing and Special Inspections

- City to provide soils and concrete testing where necessary

- City may seek reimbursement from contractor for failed material tests

Discussion:

-

21. Questions/Discussion (*Includes Pre and Post Meeting Questions*)

- Can a manhole be added at the upstream end of existing dead end pipes or cleanouts?
Plans revised in Addendum 1 to include a process for addition of new cleanouts at the upstream end of existing dead end pipes or cleanouts. New cleanouts added in lieu of new manholes. Plans revised to increase quantity of new cleanouts and pavement removal and replacement at cleanout locations.
- Can the sewer main be lined through the cleanout or does the lining only need to extend through the sewer main itself? *It is up to a Contractor's means and methods as to if existing cleanouts or the new cleanouts can be lined through. If Contractor needs both ends of sewer segment open for lining purposes, Contractor can choose to line pipe prior to construction of new cleanout, or can construct new cleanout and line through the new cleanout. CIPP lining footage through the cleanout will not be paid for separately.*
- For segments with multiple spot liners, can the entire pipe segment be lined instead? *Spot liners are mostly due to an issue with a single joint, often in a PVC pipe. Costs were intended to be minimized with the use of spot liners in these situations, rather than providing instructions to line the entire pipe segment.*

Pre-bid Meeting Attendance List
City of Carter Lake
Sewer Collection System Improvements
April 26, 2021 @ 3pm
Job No. 0118183.02-005

From [Mara Nugent](#) to [Everyone](#): 03:02 PM

Mara Nugent

From Me to [Everyone](#): 03:02 PM

Scott Oswald, Lamp Rynearson,
scott.oswald@lamprynearson.com

From [Mara Nugent](#) to [Everyone](#): 03:02 PM

Mara Nugent HammerHead Trenchless,
mnugent@hhtrenchless.com

From [CurtH](#) to [Everyone](#): 03:02 PM

Curt Hoffart, Visu-Sewer, Inc.,
262-695-2340

From [Chuck Delaney](#) to [Everyone](#): 03:02 PM

Chuck Delaney S. J. Louis Trenchless,
LLC cdelaney@sjltrenchless.com

From [JACKIE CARL](#) to [Everyone](#): 03:13 PM

Jackie Carl City Clerk