

NOTICE TO BIDDERS
FOR THE CONSTRUCTION OF A BANK STABILIZATION PROJECT
CRAWFORD COUNTY, IOWA
AND THE TAKING OF QUOTES FOR SUCH IMPROVEMENTS

Proposals will be received by Denison Municipal Utilities with general offices at West Broadway & 7th Street, Denison, IA 51442 (hereinafter referred to as "Owner"). Said proposals will be received at the office of the Owner until 9:00 A.M. on the 17th day of April, 2009, for the construction of a bank stabilization project and such other work as may be incidental thereto, as described in the specifications therefor now on file in the office of Sundquist Engineering, Consulting Engineer's for the Owner, entitled:

DENISON MUNICIPAL UTILITIES
BOYER RIVER BANK STABILIZATION
PROJECT NO. EWP IA6311-29
CRAWFORD COUNTY, IOWA

Proposals may be submitted by mail to the above address, fax to 712-263-8767, or email to mramthun@dmuonline.com. At said time and place the proposals, on a form furnished by the Owner, received will be opened and read aloud. Proposals will be acted upon by the Owner immediately following the bid opening or at such later time as the Owner may fix.

A pre-bid site showing will be held at 10:00 a.m. on April 14, 2009. Prospective bidders may assemble along Westcott Road approximately 0.9 miles southwest of its intersection with U.S. Highway 30 two miles southwest of Denison. The project site is located on private property. Under no circumstances should prospective bidders make direct contact with the landowners or enter upon any site without coordination with and approval of the Owner.

The improvements generally consist of the following: 1255 CY Excavation; 222 CY Embankment; 805 SY Engineering Fabric; 913 TON Riprap; 0.2 ACRE Seeding and Fertilizing; Mobilization and other items incidental thereto.

Monthly estimates of work completed shall be made by the Engineer. The Contractor shall be paid monthly on the basis of the Engineer's estimate in the amount of ninety-five (95) percent of the value of the units of work completed, as calculated on the basis of the unit prices in the Contractor's proposal. When all work embraced in the contract shall have been completed, estimated and accepted by the Engineer, and such acceptance approved by the Owner, the remaining payments, calculated on the basis of the unit prices and total units of work completed, shall be made.

All payments shall be in the form of cash. The monthly progress payment will be made within thirty (30) days from the date the progress payment is approved by the Owner.

Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Owner.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and terms and conditions therein contained, shall guarantee the prompt payment for all materials and labor and protect and save harmless Denison Municipal Utilities from claims and damages of any kind caused by the operations of the Contractor.

Plans and specifications governing the construction of the proposed improvements have been prepared by Sundquist Engineering, P.C., Consulting Engineers for the Owner, which plans and specifications and the proceedings referring to and defining said proposed improvements are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith. Copy of said specifications is now on file with the Engineer at his office at 120 South Main Street, Denison, Iowa, for examination by bidders. Copies of said specifications may be obtained from the Engineer at his office at 120 South Main, P.O. Box 220, Denison, Iowa, 51442 (712-263-8118) upon request and deposit of \$20.00, non-refundable.

The work on the proposed contract shall be commenced within 10 calendar days after written Notice to Proceed is issued. Completion date for this project shall be June 15, 2009. Liquidated damages in the amount of \$200 per day shall be assessed the Contractor for each calendar day that work proceeds on the project beyond the specified completion date, excepting authorized extensions thereof.

The Owner reserves the right to reject any or all proposals and to waive informalities.