

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
JURISDICTION OF CITY OF SPENCER, IOWA PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the City Council of the **CITY OF SPENCER, IOWA** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:30 P.M.** on **September 8th, 2026**, in the City Council Chambers, located at 101 West 5th Street, Spencer, Iowa for the **2026 4TH AVENUE WEST DRAINAGE PROJECT, SPENCER IOWA.**

Sealed bids for the work comprising each improvement as stated below must be filed before **3:00 P.M.** on **September 3rd, 2026**, in the office of the **City Clerk, located at 101 West 5th Street, Spencer, Iowa.** Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **3:00 P.M.** on **September 3rd, 2026**, in the **Conference Room, located at 101 West 5th Street, Spencer, Iowa** for consideration by the City Council at 6:30 P.M., **September 8th, 2026** at the City Council Chambers or at such later time and place as may then be fixed.

Work on the improvement shall be commenced upon approval of the contract by the Council, and be completed as stated below.

PROJECT DESCRIPTION: 2026 4TH AVENUE WEST DRAINAGE PROJECT, SPENCER, IA

Consists of constructing and regrading of 2100 feet of drainage and road ditches along 4th Avenue West north of West 37th Street, along the south line of the Northeast ¼ of Section 36, Twp. 97N, Range 37W and along a portion of existing waterway in the Southeast ¼ of Section 36, Twp. 97N, Range 37W. The project also includes the replacement of existing drainage tile, seeding and erosion control.

Major items of construction and approximate quantities thereof for the "2026 4TH AVENUE WEST DRAINAGE PROJECT, SPENCER, IOWA" are as follows:

Excavation	1,600 Cu Yd
24" RCP Drain Tile	144 Ln Ft
Rural Seeding	1.6 Acres

Copies of the contract documents are available from the office of the engineering firm of **Kruse, Cate & Nelson, P.C., 2023 West 18th Street, Spencer, IA 51301, 712-262-3468, info@kcnc-eng.com.** A paper copy of same may be obtained from the engineer, upon making a deposit of \$30.00. This deposit will be refunded provided the said plans and specifications are returned in good condition within fourteen days after the date of the bid opening.

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.

In accordance with Iowa statutes, 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.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **City of Spencer** reserves the right to defer acceptance of any bid for a period of up to forty-five (45) calendar days after receipt of bids and no bid may be withdrawn during this period. If requested, the bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **City of Spencer** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **City of Spencer** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The **City of Spencer**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall fully complete the project in **25 calendar days**. Said 25-day period shall be between **October 1st, 2026 and December 15, 2026**. The contractor shall complete all work covered by the contract on or before the 25th calendar day following the commencement of work at the site, or December 15, 2026, whichever comes first. Should the contractor fail to complete the work in this timeframe, liquidated damages of **\$200** per calendar day will be assessed for work not completed within the designated contract term.

The **City of Spencer** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This notice is given by order of the City Council of the City of Spencer, Iowa.

CITY OF SPENCER, IOWA

By: Donavon Wunschel, Mayor

Attest: Mary Beth Breidinger, City Clerk

END OF NOTICE