

**SUBSECTION 1.01  
INVITATION FOR BIDS**

Sealed proposals addressed to the Honorable Mayor and City Commission of the City of Canyon, Texas for \_\_\_\_\_, entitled:

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will be received at the office of the Director of Public Works at City Hall, 301 16<sup>th</sup> Street, Canyon, Texas, 79015 until:

2:00 P.M.

\_\_\_\_\_, 201\_

A cashier's check, certified check or acceptable bidder's bond, payable to the city of Canyon in an amount equal to not less than five percent of the bid submitted, must accompany each bid as guarantee that, if awarded the contract, the Bidder will, within fifteen days after receipt of Contract Documents, enter into a contract with the City of Canyon and will execute bonds on the forms provided in the Contract Documents. Any bid received after the time and date listed above will be returned unopened and will not be considered.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

Contract Documents are on file and may be examined in the office of the Director of Public Works, City of Canyon, 301 16th Street, Canyon, Texas 79015, phone (806) 655-5011 and the offices of Brandt Engineers, Consulting Engineers, 4537 Canyon Drive, Amarillo, Texas 79110, telephone (806) 353-7233.

Plans and Specifications may be obtained from the Engineers, Brandt Engineers, 4537 Canyon Drive, Amarillo, Texas 79110, phone (806) 353-7233 in the following manner:

Cost: \_\_\_\_\_ (\$\_\_\_0.00), non-refundable, for each set of plans and specifications.

Performance and Payment bonds shall be set forth in the Contract documents.

The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. In case of ambiguity or lack of clearness, the Owner reserves the right to adopt such interpretations as may be most advantageous or to reject the bid as informal. No bid may be withdrawn until the expiration of 30 days from the bid opening date.

CITY OF CANYON

\_\_\_\_\_, MAYOR

**SUBSECTION 1.02  
NOTICE TO BIDDERS**

1. **PROPOSAL FORM:** Bidders shall use the Proposal forms included in the Proposal Requirements Section. Proposal forms shall remain attached in the Bid Book. All blank spaces for bid prices must be filled, in ink or typewritten, in both words and figures. Supplemental data to be furnished shall be included in the same sealed envelope with the proposal. Proposals submitted on any other form will not be considered. The proposal form must be signed to be considered.
  
2. **DELIVERY OF PROPOSAL:** The Bidder shall deliver its Bid Book containing its Proposal at the proper place by the time stated in the Invitation for Bids. Each Proposal must be submitted in a sealed envelope plainly marked with bidder's name, address, the project name and the words "PROPOSAL FOR (bidder to insert appropriate project name)." Proposals received after the specified Bid opening time shall not be considered. Proposals received by facsimile (fax) will not be considered.
  
3. **BIDDER'S KNOWLEDGE OF CONDITIONS:** Prior to submission of a Proposal, each Bidder shall have made a thorough inspection of each site of the Work, and to have read and made a thorough examination of the Plans, Standard Specifications, and Project Specifications. Each Bidder shall become informed as to the nature of the Work, labor conditions, and other matters that may affect the cost and time of completion of the Work. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
  
4. **INTERPRETATION OF DOCUMENTS:** If any bidder contemplating submitting a Bid for the proposed Contract is in doubt as to the meaning of any part of the Plans, Project Specifications, or other proposed Contract Documents, he may submit a written request to the Engineer of Record for an interpretation that must be received no later than five calendar days prior to the day of Bid opening. The person submitting the request will be responsible for its prompt delivery prior to 5:00 p.m. of the end of the last calendar day allowed. Any interpretations of these documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered by facsimile machine to each bidder receiving a set of such documents. The City will not be responsible for any other explanation or interpretations. Oral explanations or instructions will not be binding.  
  
All addenda shall be acknowledged by authorized signature of the Bidder and attached to the inside front cover of the bidder's bid book that contains his proposal.
  
5. **UNIT PRICES AND EXTENSIONS:** In case of discrepancy between any unit price, and its extension, the unit price will be considered as the correct price to calculate its extension. Bids submitted with any bid items left blank shall not be considered.  
  
Unit prices for each individual bid item must be written in words and as numeral figures in the spaces indicated. In case of discrepancy between any written unit price and its numerical price the written unit price shall be considered correct.
  
6. **TIME OF COMPLETION:** Bidders shall enter their time of completion in the space provided in the Proposal if time of completion is not so specified in the Proposal. Delays in completion will subject the Contractor to liquidated damages as provided in the General Conditions and as detailed in the Special Requirements Section. Time of completion will be considered in the award of a Contract.
  
7. **CERTIFICATE OF INSURANCE:** The successful Bidder shall furnish the Owner a Certificate of Insurance as required in the Agreement Requirements Section.

8. **BID SECURITY:** Bidders must submit Cashier's or certified check issued by a bank satisfactory to the Owner or a Bid Bond from a reliable surety company, payable without recourse to the order of the Owner in an amount not less than five percent (5%) of the Bidder's total bid submitted as a guaranty that the Bidder will enter into a Agreement, execute required Bonds and guaranty in the forms provided and provide required Certificate of Insurance within twenty-one (21) calendar days after Notice of Award of Bid to him. Bids without required check or Bid Bond will not be considered.

On multiple project proposals, the bid bond or check amount must equal five (5) percent of the total amount bid regardless if one or more projects were bid. Only one bond or check is required when more than one project is bid on.

Checks posted by unsuccessful bidders will be returned after the project agreement has been properly executed. Checks will be returned by mail or may be picked up by a properly identified person after signing a receipt.

9. **PERFORMANCE AND PAYMENT BONDS:** For all contracts in excess of \$25,000.00, the bidder must furnish a Performance Bond and a Payment Bond, each in the amount of one hundred (100%) percent of the total contract price from a surety company, acceptable to and approved by the City, and holding a permit from the State of Texas, to act as surety. The period of the Performance Bond shall extend one year from the date of acceptance of all work performed under the Contract. When one bidder is the successful low bidder on multiple projects, Performance and Payment Bonds are required when the total amount of the multiple projects exceeds \$25,000.

Contractor shall use forms provided for Payment and Performance Bonds.

On contracts without Payment and Performance Bonds, total payment will be made when all the work is satisfactorily completed and accepted by the City. Contractor will not be paid until the Contractor submits an affidavit to Owner that all bills for labor and materials related to the work have been paid.

10. **NON TEXAS RESIDENT BIDDERS:** The City of Canyon may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. This subsection does not apply to a contract involving federal funds.
11. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The City of Canyon reserves the right to accept or reject any or all proposals or parts of proposals and to waive any formalities and technicalities and to accept the proposal most advantageous to the City. Certain projects do require longer time periods from bid date to award. These projects will be dutifully noted in their bid books.
12. **TAX EXEMPTION:** Materials which are incorporated into or become part of the project(s) are exempt from sales tax.
13. **CONTRACTOR FURNISHED DOCUMENTATION:** The Contractor, upon award of the project, shall provide the Owner / Engineer with all documentation necessary for the processing of the contract documents. Necessary documentation shall include, and not limited to, proper insurance certificates, contractor's statement of materials and other charges, and bonds. After all necessary documentation is received, the project contract will be executed.

14. PRECONSTRUCTION CONFERENCE: A preconstruction conference may be required by the Owner / Engineer. If held, the notice to proceed shall not be issued until the preconstruction conference is completed.
  
15. INDIVIDUAL PROJECTS: All projects shall be bid as individual projects unless otherwise noted in the project bid book. Any qualifications to a proposal such as "all or none" when multiple projects are in a bid book will be sufficient reason to reject the proposal(s). The City of Canyon reserves the right to make a single award or multiple awards on the projects individually or in any combination.

**LAST PAGE OF THIS SUBSECTION**

**SUBSECTION 1.04  
CONTRACTOR'S PROPOSAL**

Canyon, Texas  
\_\_\_\_\_, 20\_\_\_\_

PROPOSAL OF \_\_\_\_\_ a Corporation  
organized and existing under the laws of the State of \_\_\_\_\_, a partnership consisting of  
\_\_\_\_\_, the business name of  
\_\_\_\_\_, an individual.

TO: CITY OF CANYON  
301 16<sup>TH</sup> STREET  
CANYON, TEXAS 79015

PROPOSAL FOR:

**PROJECT DESCRIPTION**

The undersigned Bidder pursuant to the foregoing Notice to Bidders, has carefully examined the Instruction to Bidders, this Proposal, the form of the Contract Agreement and Bonds, the General Conditions to the Agreement, the Specifications, the Plans and also the site of the work, and will provide all necessary labor, superintendence, machinery, tools, equipment, apparatus, services and other facilities to fully complete all of the Work as provided in the Contract Document documents; and binds himself upon formal acceptance of his Proposal to execute a contract and required bonds, according to the prescribed forms, for the following prices to wit:

Item No.	Description (Price to Be Written in Words)	Estimated Quantity	Unit Price	Extended Amount
1.	XXXXXXXXXXXXXXXX	0.0	XX	
	_____ dollars			
	and _____ cents			
	per XX			
2.	XXXXXXXXXXXXXXXX	0.0	XX	
	_____ dollars			
	and _____ cents			
	per XX			

TOTAL AMOUNT BID \$ \_\_\_\_\_

The project will be completed in \_\_\_\_\_ calendar days.

The undersigned, if awarded a contract, agrees to substantially complete all work covered by these Contract Documents within the number of consecutive calendar days bid, from and including, the day established for the start of work, by written work order to be issued by the Owner or their Engineer.

In the event that the project is not completed in accordance with the preceding schedule, the Owner has the option to assess liquidated damages in the amount of \$1000 per calendar day as indicated in the General Conditions.

Within twenty-one (21) calendar days after formal acceptance of this Proposal by a Notice of Award of bid, the undersigned will execute the Contract Agreement and will furnish approved and required bonds for the faithful performance of the Contract. In the event the Contract Agreement and bonds are not executed within the time set forth above, the attached bid security in the amount of 5% of the total amount of this Proposal, will be forfeited.

Receipt is acknowledged of the following addenda:

Addendum No. 1 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_  
Addendum No. 3 \_\_\_\_\_

Respectively submitted,

\_\_\_\_\_  
Name of Business

By \_\_\_\_\_  
Authorized Representative-Signed

Attested By:

\_\_\_\_\_  
Authorized Representative-Typed or printed

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Business Address-complete

\_\_\_\_\_  
Phone

(Corporate Seal)