



INVITATION FOR SEALED BID

TAC 397A

Description: SILTATION REMOVAL

Department: PUBLIC WORKS

NIGP Commodity Code(s): 926-00-00-000-0

Total pages including this page is 18

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

TABLE OF CONTENTS

Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-18

Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: **October 18, 2001**

BID NUMBER: **TAC 397A**

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: **September 25, 26, 27, 28, and Oct 1, 2001**

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **\$1,000.00**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [] BID BOND ; [] CASHIER'S CHECK; [] Certified Check in the amount of \$ 1,000.00 _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 19_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 397A

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>TOTAL</u>
1.	Clearing and Grubbing	100 Square Yard	\$ _____
2.	Unclassified excavation/Filling	5,000 Cubic Yard	\$ _____
3.	Mobilization	Per Job	\$ _____
GRAND TOTAL (BASE BID)			\$ _____

Above pricing based on normal hours 7:00 a.m. to 5:30 p.m. Monday through Friday.

Premium charge of \$ _____ to be added to base rates shown above for work outside of normal hours.

TAC 397A SILTATION REMOVAL PUBLIC WORKS DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing all labor, equipment, transportation and management to perform Siltation Removal and/or Clearing and Grubbing from Creeks and Channels as required by the Public Works Department of the City of Tulsa on an as needed basis. All work will be within the City of Tulsa. There is no guaranteed amount of work to be performed. Included in this document are specifications of work to be performed and types of restoration to be provided. Award will be made to the lowest secure bidder.

BID DEPOSIT:

Each bidder shall accompany their bid by a certified check, cashier's check or bid bond in the amount of \$1,000.00.

PRE-BID CONFERENCE:

A pre-bid conference will be held on October 2, 2001 at 10:00 a.m. in City Hall, 200 Civic Center, Room 802, to explain the bid and to answer any questions.

BIDDER:

The successful bidder will be an independent contractor and in no way classified as a City of Tulsa employee. Successful bidder will be responsible for all labor and equipment required.

City of Tulsa employees will not be permitted to bid on this contract or work for the awarded contractor on this contract.

All bidders are required to provide references of past work, and equipment and personnel lists with their bid.

The contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances.

The contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

PERFORMANCE BOND:

The successful bidder will be required to post (1) a performance bond, or (2) an irrevocable letter of credit naming the City of Tulsa as beneficiary, and guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and bid specifications. the performance bond or irrevocable letter of credit shall be in the amount of \$ 5,000.00.

INSURANCE:

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen’s Compensation and General Liability coverage as follows:

<u>Type of Coverage</u>		<u>Limits of Liability (Min.)</u>
Workmen’s Compensation:		Statutory
Comprehensive General Liability:		
Bodily Injury:	\$175,000	Each person per occurrence
Bodily Injury & Property Damage Aggregate:	\$1,000,000	Each occurrence
Property Damage:	\$25,000	Each claimant

The City shall have no responsibility of liability or such insurance coverage.

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and prior to starting work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance, to read as follows: “The City of Tulsa, a municipal corporation, is an additional insured for work performed under the subject contract and must be notified in writing thirty (30) days in advance of insurance cancellation or termination.” Certification must include: Name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy number, and, liability coverage and amounts.

ASSIGNMENT:

Successful bidder shall not sell, sublet, subcontract or assign this agreement or any portion thereof to any person or persons, except upon the written approval of

the City of Tulsa. Every such approved sub-contractor will be bound by the full requirements of this bid specification.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

SECONDARY OR BACK-UP SOURCE:

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the full needs of the City.

If the City implements the contract with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City of its intentions to perform or terminate the contract within five (5) calendar days. The secondary source is not obligated to perform the contract until after notification by the contractor of their intentions.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ADDENDA AND INTERPRETATIONS:

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this bid, they shall immediately notify the City contact of such error in writing and request modification or clarification of the document at least one week prior to the proposal due date. Modifications will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the bid without divulging the source of the request for same.

If a bidder fails to notify the City prior to the date and time fixed for submission of proposals of an error or ambiguity in the bid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to compensation or time by reasons of the error/ambiguity of its late resolution.

The City may also modify the bid prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the bid, at least one week prior to the proposal due date.

The apparent silence of this specification as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

ALTERATION OF BIDS:

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made prior to opening time and date **MUST** be initialed and dated by the signer of the bid, guaranteeing authenticity.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this "Invitation for Sealed Bid." Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

RIGHT TO REJECT:

The City of Tulsa reserves the right to reject any or all bids, or may reject or accept any quantity and/or line item at price quoted. In addition, the bidder shall recognize the right of the City to reject a bid if the bidder fails to submit the data required in the bidding document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications should be stated in the bid with an explanation of reason for the change.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

CITY CONTACT:

Any questions regarding this "Invitation for Sealed Bid" will be handled as promptly and directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question result in a change or addition to the "Invitation for Sealed bid", the changes or additions will be forwarded to all vendors as quickly as possible by addendum.

Any questions should be directed to: Patricia Cummings
Purchasing Division
City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Telephone: (918) 596-7561
Fax: (918) 596-7560

Any questions of a technical nature should be directed to Mary Ann Summerfield, (918) 591-4325.

VENDOR CONTACT:

Vendors should designate a contact should any questions arise concerning a bid response. The vendor should also state the name and title of individuals who will make final decision regarding contractual commitment and have legal corporation authority to execute the contract on the vendor's behalf.

AWARD OF BID:

Contract will be awarded to the lowest Base Bid meeting specifications. The Base Bid will be calculated as follows:

Payment will be based on cubic yards of materials removed, calculated by contractors survey crew and square yard of area worked, unless otherwise specified.

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

CONTRACT TERM:

The City of Tulsa reserves the right to negotiate a contract with the awarded bidder for a one (1) year term, beginning on the date of execution by the City. The contract shall be renewable annually, for a period of 4 years, upon mutual consent of both parties for successive one (1) year periods. City and contractor will give 30 day notice prior to the expiration date(s) of the contract of the intention to renew the contract. By responding to the request for bid, the bidder agrees to enter into a contract with the City of Tulsa.

PRICING INSTRUCTIONS:

The bidder shall state on the “pricing schedule”, the price bid on the cubic yards of unclassified excavation/filling and square yards of clearing and grubbing of area worked. The cost shall reflect the specifications set forth herein. Prices shall be firm for the first year of this contract.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract.** Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

LIABILITY:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. The contractor will exercise

every precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

PURPOSE:

The City desires to contract for clearing and grubbing and excavation services to assist the Public Works Department in the process of implementing a storm water management program.

SCOPE:

To excavate, clear and grub, slope to grade creeks and channel drainage to establish a drainage way for storm water run-off; and to remove siltation and/or vegetation from channels and creeks.

WORK AUTHORIZATION:

The Surface Drainage/Vegetation Management Representative will authorize all work to be done using this contract in writing.

REQUIREMENTS:

1. Contractor will provide unclassified excavation and/or clearing and grubbing services for projects as directed in writing by the Surface Drainage/Vegetation Management Representative. Services may include the use of a survey level, and personnel familiar with its usage.
2. Contractor is responsible for the use and maintenance of any grades existing on the project, and any alteration of such grades must be agreed upon with the City representative in writing.
3. A minimum bed grade of .005 (one-half percent) to be maintained, if possible, on projects where new grades are established.
4. Side slopes of the channels and creeks are to be constructed on a minimum of 3 horizontal to 1 vertical slope whenever possible.
5. Contractor shall be responsible for any construction materials left or washed in the channels and creeks. No obstruction to flow shall be left at the end of the work shift unless authorized by the City in writing.
6. Finished grade must be able to receive sod application with no further preparation required.
7. The City will assume responsibility for re-vegetation of excavated areas as it deems necessary. The excavator materials shall become the property of the contractor until disposal of in a pre-approved designated area.

8. A. The City will direct the contractor to transport all dirt and excavated materials from the work site to Chandler Dump Site (14100 East Pine Street) for work performed in the scope of this contract. No dumping fees will be charged to the contractor for this site. The Contractor may propose in writing an alternate disposal site. If the City approves the site, the City will not incur additional expense. All other material such as stumps, metal, asphalt, or tires shall be disposed of in a certified landfill at contractors expense.
- B. The City will direct the contractor to transport all woody material to a pre-determined recycling site. No dumping fees will be charged at these sites.
9. Utility locations are the responsibility of the contractor. Okie shall be called at least 48 hours prior to any excavation. The City will not be liable for any damages involving the contractor's work where utility lines have been marked.
10. Work hours shall be at the discretion of the contractor provided this work does not cause prolonged inconvenience to the public. Interference with traffic shall be kept to a minimum. The contractor will be required to adhere to all City and State standards for traffic control. All associated costs shall be included in the bid price. Work scheduled outside normal hours must be pre-approved in writing by the City.

11. Street Repair:

a) DAMAGE TO STREETS:

The Contractor is responsible for restoring utilized streets to at least pre-construction condition. This shall include all repair, removal of mud or construction debris, etc. resulting from his construction activities. No payment shall be made for this work, it shall be considered to be subsidiary to other items.

b) DUST CONTROL

The Contractor shall take all necessary measures to control the incidence of airborne dust. This shall include maintaining all haul areas in moist condition. No payment shall be made for this work, it shall be considered to be subsidiary to other items.

c) MAINTENANCE OF DRAINAGE

The Contractor shall schedule and executes work in such a way that the drainage area through the project is, at no time, no less than that drainage area which currently exists. Diversion dikes, swales, dams, etc. will be constructed in such a way that high water will wash them out of the way, thus insuring the free flow of water through the project and excluding any damage upstream due to construction activities. The Contractor shall be responsible for any damages occurring upstream of the project as a result of his construction activities.

12. All Survey notes record, reproducible copies of maps and drawings shall be delivered to and become property of the Public Works Department upon completion of the work.
13. The City and the contractor will agree in writing on the number of calendar days that contractor will need to complete the work. Weather and ozone days will be used to adjust the completion date.
14. The City will issue a letter of authorization to the contractor giving the location, the type of work to be performed and any necessary documents. The contractor will be required to begin work within fourteen (14) calendar days after receipt of authorization.
15. The contractor will perform the authorized work keeping the City apprised of where and when he will be working so that progressive inspections can be made. If the contractor takes exception to any phase of the work, he should resolve those differences with the inspector before proceeding.
16. The City will progressively inspect the work.
17. The contractor will invoice the city when all work on that authorization has been completed and inspected on a calendar monthly basis.
18. The City will provide access to the contractor to all City channels and Creeks.