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## **REQUEST FOR PROPOSAL GENE POLK PARK STORMWATER UPGRADES PROJECT**

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### **CITY OF BELLE ISLE**

**1600 Nela Avenue  
Belle Isle, Florida 32809**

**Telephone: (407) 851-7730  
Fax: (407) 240-2222**

**Bid# 19-08**

**October 2019**

REQUEST FOR PROPOSAL



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***(Attached Separately)***

Agreement Between Owner and Contractor for Construction Contract

- Exhibits to Agreements

Standard General Conditions of the Construction Contract

Supplementary Conditions of the Construction Contract

Project Specifications:

Division 01 - General Requirements

Division 02 – Existing Conditions

Division 31 – Earthwork

Division 32 – Exterior Improvements

Division 33 – Utilities



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## Advertisement for Bids

00030

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The City of Belle Isle, Florida is requesting sealed bids for completing the **Gene Polk Park (aka Delia Beach) Stormwater Upgrades Project**, including all labor, materials and equipment. The bids will be received at the Office of the City Clerk, City Hall, 1600 Nela Avenue, Belle Isle, Florida, 32809, **until November 21, 2019, no later than 3:00 pm (EST)** at which time bids will be opened in the Council Chambers Room at 1600 Nela Avenue, Belle Isle, FL 32809 and publicly read aloud. Bids received after the above time and date will be returned unopened.

**There will be a NON-MANDATORY pre-bid meeting at the site.** Before submitting a bid, each Bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. This is not a mandatory meeting; however failure to inspect the Site will in no way relieve the successful Contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

**The pre-bid meeting is scheduled at the park / site location for November 5, 2019 at 9:00 AM. The park is located at the intersection of Gibson Drive and Delia Avenue. The nearby address to the park is 6401 Gibson Drive, Belle Isle, FL.** The All Bidders are invited to tour the property at that time.

The work consists of the construction and installation of new stormwater basins and associated piping, removal of existing retention 'ponds' and associated materials (i.e. weirs, pond liner, stone/gravel, riprap boulders), installation of a nutrient baffle box system and observation cover, new sidewalk, landscaping and irrigation, as well as grading and sodding efforts. This includes all labor, materials, and equipment as outlined in this document.

Copies of the bid package are available for public inspection at the office of the City Clerk in City Hall at 1600 Nela Avenue, Belle Isle, Florida, 32809; 407-851-7730, or by contacting:

Harris Civil Engineers, LLC

Contact: David Taylor or Nicole Lund

Address: 1200 E. Hillcrest Street, Suite 200, Orlando FL 32803

Phone: (407) 629-4777

Cost: \$85 for printed hard copies *or* \$45 for a CD disk

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids. Bid bond of 10% to accompany bid.

It is the City's intent to award the project to the lowest qualified Bidder. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its judgment will be in the best interests of the City.

Bids must be submitted on the Bid Forms provided in this document. No facsimile, telegraphic or e-mail submissions will be accepted.



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## Instructions to Bidders

00100

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### **Defined Participants**

The Owner for this project is the City of Belle Isle, 1600 Nela Avenue, Belle Isle Florida 32809.

The CONTRACTOR for the project is listed as the qualified responsible bidder to whom OWNER makes an award.

### **Examination of Contract Documents and Site**

Before submitting a Bid, each Bidder must **(a)** examine the Contract Documents thoroughly, **(b)** visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work, **(c)** familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress or performance of the work, and **(d)** study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### **Pre-Bid Questions and/or Requests for Information**

All questions and/or requests for additional information about the Contract Documents shall be formally submitted by the Bidder in writing to the Engineer of Record prior to bid submission. All formally written questions will be accepted **until November 12, 2019, no later than 5:00 pm (EST)**.

### **Bid Form**

- All Bids shall be submitted on standard forms, which are furnished in this document.
- Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled in. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in numerals.
- The Bid shall contain an acknowledgement of receipt of all Addenda, if any.

### **Submission of Bids**

- All Bids shall be submitted in sealed envelopes marked – **Bid # 19-08: Gene Polk Park Stormwater Upgrades**. In addition, the Bidders name and address shall be shown on the outside of the sealed envelope. Facsimile or e-mail submittals will not be accepted.
- Bids (five (5) bound copies and an electronic PDF copy on a flash drive) should be *mailed or delivered* to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, Florida, 32809 or *hand delivered* to the Office of the City Clerk at 1600 Nela Avenue, Belle Isle, Florida, 32809.
- The City of Belle Isle is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals by telephone, telegraph, FAX or e-mail will not be accepted.

The following documents must be attached to the Bid Form:

- a) Drug Free Workplace Certificate
- b) Insurance Certificates (see Section 00700 General Conditions)
- c) Public Entity Crimes- Sworn Statement
- d) List of References
- e) Equipment and Personnel List
- f) Orange County Fertilizer Applicator License (if Contractor chooses to apply fertilizer on site).



### **Bid Opening**

The bids received will be accepted **until November 21, no later than 3:00 pm (EST)**, at which time bids will be opened in the Council Chambers Room, and publicly read aloud. The Council Chambers Room is located in City Hall, 1600 Nela Avenue, Belle Isle, Florida. Bids received after the above time and date will be returned unopened.

### **Bids to Remain Open**

All bids shall remain open for sixty (60) days after the day of the Bid Opening.

### **Award of Contract**

It is the City's intent to award the project to the lowest qualified, responsible Bidder at the December 3, 2019 City Council meeting. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its best judgment will be in the best interests of the City.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **Signing of Agreement**

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned copies of the Agreement and all other Contract Documents. Within ten (10) days thereafter, the CONTRACTOR shall sign all and deliver at least five (5) copies of the Agreement to the City with the other Contract Documents attached. Within ten (10) days thereafter, the City will deliver fully signed counterparts to the CONTRACTOR.

### **Interpretations**

All questions about the meaning or intent of the Contract Documents shall be submitted to the City Manager. Replies will be issued by Addenda emailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or classifications will be without legal effect.

### **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

A proposed Bidder must sign and submit the Public Entity Crimes Statement, supplied, with the Bid Form.

### **Insurance Requirements**

The CONTRACTOR shall purchase and maintain for the entire life of the project such insurance that meets the requirements stated in this Document.



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**Bid Forms**

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**00300**

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**Contractors Name:** \_\_\_\_\_  
**Project Identification:** **Bid # 19-08: Gene Polk Park Stormwater Upgrades Project**  
**Owner:** **CITY OF BELLE ISLE**  
**City Bid #:** **#19-08**

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- 1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Project Manual for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the document.
- 2) The Bidder certifies that they have investigated the requirements to do business in the jurisdiction where the project is located, and that they are either qualified to do business or will obtain such pre-qualification before award of the contract.
- 3) The Bidder accepts all of the terms and conditions in this document including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for 60 days after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within 10 days after the date of City's Notice of Award.
- 4) In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
  - a) The Bidder has examined copies of all Contract Documents and the following addenda:  
  
Date: \_\_\_\_\_ Number: \_\_\_\_\_
  - b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting cost, progress or performance of the work and has made such independent investigations as the Bidder deems necessary.
  - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation or solicited any other Bidder to submit a false or sham Bid and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the City.
- 5) BIDDER will complete the Work outlined in the Construction Documents and Specifications as outlined herein.

We / I \_\_\_\_\_ have carefully examined the construction documents and specifications, and hereby propose to provide the complete installation of new stormwater basins and associated piping, removal of existing retention 'ponds' and associated materials, install a nutrient baffle box system and observation cover, new sidewalk, landscaping and irrigation, as well as grading and sodding the site. The cost indicated below includes all labor, materials, equipment, construction management and testing that is shown in the construction documents and as outlined herein. The cost indicated below also includes all labor, material, equipment, construction



management and testing that may not be expressly shown on the construction documents but that are inherently necessary to complete the works.

**Complete Project Base Bid as specified Lump Sum: \$\_\_\_\_\_.**

The undersigned hereby declares that they have carefully examined the individual site(s) listed on the bid form and will complete the **GENE POLK PARK STORMWATER UPGRADES PROJECT** according to the specifications herein.

The terms used in this Bid were submitted to the City of Belle Isle on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_

*Individual's Name - Signature*

\_\_\_\_\_  
*Individual's Name – Printed*

doing business as \_\_\_\_\_ (business name)

Business Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

*\*It is understood that the City of Belle Isle reserves the right to accept or reject any or all bids not deemed in the best interest of the City as determined by the City.*



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## Drug Free Workplace Certification

## Section 00300

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### Identical or "Tie" Bids:

Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

In order to have a drug free workplace program, a business shall:

- 1) Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
- 2) Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Inform employees that the employer must be notified of a violation occurring in the workplace no later than five (5) calendar days after a conviction.
- 4) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employees who is so convicted.
- 5) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
Name (signature) Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title





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**Public Entity Crimes – Sworn Statement**

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**Section 00300**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by \_\_\_\_\_  
Name and title of business representative

who is authorized to represent \_\_\_\_\_,  
Business name

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Date



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## Project General Conditions

## Section 00700

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### ARTICLE 1 - PRIOR TO START OF SERVICES

- 1.1 A PRE-CONSTRUCTION meeting will be held with City officials at this time to discuss the project in detail.
- 1.2 Must provide evidence of license and General Liability and Workers Compensation Insurance Coverage
- 1.3 The CONTRACTOR will be familiar with and adhere to the requirements of Belle Isle Municipal Code.
- 1.4 Expected completion date is 130 days from the award of the bid.

### ARTICLE 2 - CONTRACTOR'S RESPONSIBILITIES

- 2.1 CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.
- 2.2 CONTRACTOR shall keep on the job site, at all times during the project, a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be the CONTRACTOR's representative at the site and shall have the authority to act on the behalf of the CONTRACTOR.
- 2.3 CONTRACTOR shall be responsible for securing all permits necessary from the City of Belle Isle and Orange County (if necessary). The City will assist where it can in acquiring the permits.
- 2.4 CONTRACTOR shall keep on the job site, at all times during the project, a valid building permit issued by the City.
- 2.5 CONTRACTOR will be responsible for maintaining security at the site during normal work hours.
- 2.6 The CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work items to be completed by all Subcontractors (if any) proposed for the work. A failure to list all of the proposed Subcontractors for the work will result in the Bid being rejected as incomplete.
- 2.7 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the contract documents shall create any contractual relationship between OWNER and Subcontractor, nor shall it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any Subcontractor or other organization, except as required by law.



- 2.8      Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health. The OWNER may order work to be stopped if conditions exist that present an immediate danger to persons or property. A stoppage of work stipulated by the OWNER due to safety concerns will not constitute grounds for a contract time extension to complete the work.
- 2.9      The OWNER, and its agents, employees, and officials, elected and appointed, shall be indemnified and held harmless by the CONTRACTOR from any and all claims resulting in liabilities, damages, losses, and costs. Additionally, the OWNER expressly retains all rights, benefits, privileges, and immunities provided to municipalities by Sovereign Immunity. The CONTRACTOR agrees to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in this paragraph.
- 2.10     The contract price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the OWNER within fifteen (15) days after the occurrence of the event giving rise to the claim.
- 2.11     The CONTRACTOR is responsible for all maintenance of traffic to safely route traffic through the work area. The CONTRACTOR will provide the proper signage notifying the public.

### **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

- 3.1      The OWNER will have the authority to disapprove or reject work which is defective, and will also have the authority to require special inspection or testing of the work whether or not the work is fabricated, installed, or completed.
- 3.2      The OWNER may, at any time, order deletions, additions or revisions in the work; these will be authorized by written Change Orders. If any change order causes an increase or decrease in the Contract Price or an extension or shortening of the contract time, an equitable adjustment will be made as provided.
- 3.3      If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order the CONTRACTOR to stop the work until the cause of such order has been eliminated.
- 3.4      If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may do the work and deduct any and all costs to do the work from the next invoice.
- 3.5      The OWNER will make a final inspection and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. After the CONTRACTOR has completed all such corrections to the satisfaction of the OWNER, the CONTRACTOR can make application for final payment.



- 3.6 The OWNER may terminate the CONTRACTOR if the CONTRACTOR is adjudged a bankrupt; repeatedly fails to supply sufficient skilled workers or suitable materials and equipment; repeatedly fails to make prompt payments to subcontractors; violates any laws; disregards the authority of the OWNER.

#### **ARTICLE 4 - INSURANCE REQUIREMENTS**

- 4.1 The CONTRACTOR shall purchase and maintain for the entire life of the project, until its final acceptance by the City, such insurance as will protect the CONTRACTOR from claims under Worker Compensation, disability benefit; from claims for damages due to bodily injury, disease or death; from claims insured by usual and unusual liability coverage and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONTRACTOR's operations be by the CONTRACTOR, subcontractor, or by anyone employed by any of them.
- 4.2 These certificates and policies shall contain a provision that the coverage will not be cancelled, non-renewed or materially changed until at least sixty (60) days prior written notice of such change has been given to the City. The CONTRACTOR will be required to replace any expired or cancelled policies in like amount to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the contract documents.
- 4.3 The City shall be listed as a named insured on all policies of insurance and certificates thereof.
- 4.4 The insurance required herein shall be written for not less than the limits of liability specified below based on the bid total of an annual contract (i.e. cost per service of all areas times the number of services in a year) or as required by law, whichever is greater, and shall include the following:
- (a) Workers Compensation Insurance shall be written for not less than any limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
    - \$100,000 Each Accident Bodily Injury by Accident
    - \$100,000 Each Employee Bodily Injury by Disease
    - \$500,000 Policy Limit Bodily Injury by Disease
  - (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
    - Premises and Operations
    - Owners & Contractors Protective
    - Products & Completed Operations
    - Explosion, Collapse & Underground Conditions



Blanket Contractual Liability  
Personal Injury Liability  
Broad Form Property Damage Endorsement, including Completed Operations  
Independent Contractors  
Watercraft - Owned and Non-Owned  
Pollution Liability (if applicable)

Certain coverage's outlined above may not be required if they do not relate to the project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<b><u>Contract Value</u></b>	<b><u>Limits (not less than)</u></b>
0- \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Product & Complete Operation \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)
\$250,001 -over	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)

*\*Note: Commercial General Liability Coverage must be purchase on a project basis.*

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles- ISO Symbol 1 (any auto) or alternatively a combination of Symbol 2 (owned autos), Symbol 8 ( hired autos), and Symbol 9 (non-owned autos).

<b><u>Contract Value</u></b>	<b><u>Limits (not less than)</u></b>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 - over	\$1 Million Combined Single Limit

- (d) Excess Liability of \$250,000 or more, and in addition to the scheduled underlying policies for



Commercial General Liability, automobile Liability and Employer's Liability, the CONTRACTOR shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit \$1 Million.

## **ARTICLE 5 - TERMINATION / CANCELLATION OF CONTRACT**

### **5.1 General**

- A. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).
- B. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

### **5.2 Termination for Default**

- A. The City shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract and the bidder shall have ten (10) calendar days to correct same. Failure of the bidder to remedy said specified items of deficiency or default in the notice by the decision of the City Manager or the City Manager's designee within ten (10) calendar days of receipt of such notice of such decisions, shall result in the termination of the contract, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the bidder shall have the right to seek a judicial review of such action within thirty (30) calendar days of same. Bidder shall not be found in default for events arising due to acts of God.

### **5.3 Termination for City's Convenience**

- A. The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.



## **ARTICLE 6- PAYMENT**

- A. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) and proof of acceptance of all services ordered. As consideration for the CONTRACTOR's satisfactorily performing the Scope of Services set forth in the solicitation and complying with other terms of the resulting Purchase Order or Price Agreement, the City shall pay the CONTRACTOR according to the tasks identified in the Scope of Work. Furthermore, CONTRACTOR invoices shall not be submitted or paid until acceptance has been received by the CONTRACTOR from the Project Manager. The Project Manager's acceptance notification shall be attached to CONTRACTOR's invoice.

**(The remainder of this page is left blank intentionally)**