

herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City
City of Fort Collins, Purchasing
256 W Mountain Ave
Ft Collins, CO 80522

Service Provider
BIVENS CONSTRUCTION
3900 IDEAL DR.
FT COLLINS CO 80524

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5 Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, as stated in the bid schedule identified as Exhibit C.

6 City Representative. The City will designate prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

7 Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8 Personal Services. It is understood that the City enters into the Agreement based