

City of Loveland
FARMERS' MARKETS
FOR DOWNTOWN AND FAIRGROUNDS PARK

Request for Proposals

The City of Loveland is requesting proposals from qualified and competent individuals or companies to organize, market, and operate Farmers' Markets on a City owned parking lot in downtown, and at the new Fairgrounds Park.

Written proposals: Separate fee proposals will need to be submitted for each location. Three (3) copies to be submitted to the office of the City Clerk City, 500 East Third St., Loveland, Colorado 80537. Proposals will be accepted on or before Thursday, May 15, 2008, at 2:00 p.m. (MST, our clock). Bids will be opened at 2:00 p.m. in the Council Chambers at the above address.

There will be a pre-proposal meeting to answer any questions relating to the RFP on TUESDAY, May 6 at 1:00 p.m. at the Parks and Recreation Conference Room, 500 East 3rd Street, Loveland, Colorado. The pre-proposal meeting is not mandatory, but suggested.

Questions concerning this Request for Proposal should be submitted to City of Loveland Parks and Recreation Special Events Coordinator, 500 East Third St., Loveland, Colorado 80537; (970) 962-2432. All documents are available on BidNet at www.govbids.com (Rocky Mountain e-purchasing).

The City of Loveland reserves the right to reject any proposal and to waive any irregularities.

Sincerely,

Jeanne Boswell
Special Events Coordinator
Parks and Recreation Department
City of Loveland, Colorado

**FARMERS' MARKETS
FOR DOWNTOWN AND FAIRGROUNDS PARK
IN THE CITY OF LOVELAND**

Section 1.0: PROPOSAL REQUIREMENTS

1.1 General Description

The City of Loveland is soliciting proposals from qualified and competent individuals or companies to organize, market, and operate Farmers' Markets at a City owned downtown parking lot, and at the new Fairgrounds Park. The designated downtown parking lot, the Mount Jackson parking lot, is located at the south east corner of Sixth Street and Lincoln Avenue, just north of the Loveland Museum.

The successful bidder shall be required to enter into an agreement for services for a term of one (1) year, with the option of renewing the term for two (2) additional one-year periods upon terms and conditions acceptable to the City and the successful bidder.

1.2 Proposal Submittal

Individuals or companies submitting proposals shall submit three (3) copies of the proposal with the following information:

- | | | |
|----|--|-------------|
| a. | Experience in Farmers' Market operations | (Exhibit A) |
| b. | Financial information | (Exhibit A) |
| c. | Event information | (Exhibit A) |
| d. | Management arrangement | (Exhibit A) |
| e. | References | (Exhibit A) |
| f. | Service fee proposal | (Exhibit B) |

A duly authorized representative of the firm submitting the proposal must sign the proposal. The signature shall include the title of the individual signing the proposal.

Section 2.0: SCOPE OF WORK

2.1 General

The selected Farmers' Market Organizer (FMO) will be required to organize, market, and operate Farmers' Markets at the designated City-owned sites in 2008. The FMO will be required to operate a market at the downtown site on a weeknight to be mutually agreed upon by the City and the FMO. Additionally, the FMO will be required to operate a market at the same downtown site on Saturday mornings until the Fairgrounds Park is open and available. At that point, most likely in September 2008, the Saturday market will be required to move from the downtown site to the Fairgrounds site. In the event a "Special Event" being held at the Fairgrounds Park would take priority over FMO, not to exceed three times during a regular operating season, an alternate location will be provided at the down town site.

The FMO shall operate a Farmers' Market on July 12, 2008, during SummerFest of the Rockies. The site of the market shall be mutually agreed upon by the City of Loveland, Engaging Loveland, and the FMO.

The FMO shall ensure that Farmers' Market maintains a produce-oriented character. For example, the Farmers' Market shall not evolve, intentionally or otherwise, into a craft fair or flea market. The

City of Loveland reserves the right to determine if this requirement is being met, and may exclude specific vendors with or without cause in order to achieve this objective.

The FMO shall operate a Farmers' Market at Mount Jackson parking lot site on August 23, 2008, during the Corn Roast Festival. Due to the nature of the event however, corn sales by vendors will be prohibited that day.

The FMO shall provide all necessary equipment not otherwise provided by the City.

The organization, marketing, and management of the Farmers' Market operations shall include the following (unless otherwise indicated as optional):

1. Securing the involvement of individual vendors.
2. Marketing the events to the public.
3. Excellent customer service by the FMO and vendors.
4. Acquire all licenses and certification necessary for the operation of a food and beverage business, and perform all cleaning and janitorial functions as required by Larimer County and State of Colorado policies for food and beverage service.
5. Clean and maintain free of trash all areas in and directly adjacent to each Market location.
6. All other food and beverage related services.
7. Adherence to all Fair Labor Standards Act requirements relating to hiring and supervising employees and volunteers necessary to facilitate the full and efficient operation of concessions stands and trailers.
8. Acquire all necessary special event permits from appropriate regulatory agencies.

2.2 Services and Equipment to be Provided by the City

The City shall provide and pay for all utilities, including trash removal services.

2.3 Agreement for Services

The FMO will be required to enter into an agreement for services in a form substantially consistent with the sample Agreement for Services, attached hereto as "Exhibit D." The FMO must obtain all necessary business and health department licenses and submit copies of such licenses with the final Agreement for Services.

Section 3.0: REVOCABLE SERVICE FEE

As part of any response to this Request for Proposal, please provide a proposed service fee to be paid to the City ("Exhibit B") – this fee should be listed as a fee in dollars (not % of proceeds). Also include a proposed payment schedule outlining dates for payments throughout the length of the contract.

Section 4.0: EVALUATION AND ASSESSMENT OF PROPOSAL

4.1: Evaluation and Assessment of Proposal

The City shall rank each applicant based on its written proposal, using the ranking system set forth below. Evaluations shall be based on the following criteria: The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 an average rating, and 5 an outstanding rating. Recommended weighing factors for the criteria are listed adjacent to the qualification.

The award may be based on written evaluations and/or interviews, solely at the discretion of the City.

Weighting Factor	Qualification	Standard
2.0	Scope of Proposal	Does the proposal show an understanding of the required services? Does the proposal show an understanding of the special requirements of managing Farmers' Markets on City owned property? Does the proposal show and understanding of the special requirements of managing Farmers' Markets in a downtown?
3.0	Qualifications	Is the organizer qualified to perform the services? Does the vendor have similar Farmers' Market experience?
1.0	Motivation	Is the organizer interested in providing this service?
1.0	Service Fee	Amount paid to the City and in what increments.
2.0	Firm Capability	Does the organizer have an experienced staff? Is the organizer financially stable?

4.2 Interview and Reference Evaluation

The City will rank the bidders and interview the top ranked bidder or bidders. Upon selection of a favored bidder, the City will check references based upon the following guidelines, and evaluations will be marked as either Satisfactory or Unsatisfactory.

4.3 Qualification and Standard

- a. Overall Performance - Would you hire this organizer again?
- b. Schedules-Did the organizer meet promised schedules?
- c. Problems-Did the organizer anticipate problems? Were problems solved quickly and effectively? Did the organizer work well with nearby business owners?
- d. Job Skills-Did organizer personnel exhibit the necessary skills?
- e. Customer service-Has the organizer generally fulfilled all customer service requirements? Were there an inordinate amount of complaints relating to customer service and/or product quality and value.
- f. Background Check – Do the owners, principals, and/or managers have records clear of criminal activity of any kind?

Section 5.0: PROPOSAL INSTRUCTIONS

5.1 Proposal Opening and Award

Proposals will be examined promptly after the deadline. An abstract of all proposals will be provided upon request. No proposal shall be withdrawn for a period of forty-five (45) calendar days of the proposal opening date.

5.2 Taxes

The City of Loveland is exempt from city, county, state and federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in proposals. The successful FMO will be required to obtain a sales tax license from the City of Loveland, and collect and remit payments in accordance with the license requirements.

5.3 Qualifications

No proposal shall be accepted from, and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Loveland, upon debt or a contract, that is a defaulter as surety or otherwise upon any obligation to the City, or that is deemed irresponsible or unreliable by the City.

5.4 No Commitment by City of Loveland

This Request for Proposal does not commit the City of Loveland to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to the Request for Proposal, or to procure or contract for services or supplies. In acceptance of proposals, the City of Loveland reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

5.5 Insurance

The successful FMO shall, during the term of the Agreement for Services, unless sooner terminated by the provisions thereof, provide and maintain the following types and minimum insurance coverages as follows:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation Owned, hired, non hired, automobile liability Coverage	Statutory \$1,000,000 limit
Comprehensive General Liability Insurance	Combined single limit of \$1,000,000 each occurrence

The successful FMO shall effect the insurance policies in a company or companies and in a form satisfactory to the City. Before commencing any performance under the Agreement for Services, the successful FMO shall deliver, to the City, certificates of insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or certificates of insurance shall include the City as an additional named insured. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the City may be entitled pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S.

5.6 Proposal Rejection or Partial Acceptance

The City reserves the right to reject any or all proposals. The City further reserves the right to waive technicalities and formalities, as well as to accept, in whole or in part, any proposal where it is deemed advisable in protection of the best interests of the City.

5.7 Laws and Regulations

All applicable state and federal laws, city and county ordinances, licenses and regulations shall apply to the award throughout and are incorporated herein by reference.

5.8 Subcontracting

No portion of the successful proposal may be subcontracted without the prior written approval of the City.

Section 6.0: ADDITIONAL TERMS AND CONDITIONS

6.1 Modification of Agreement

No modification of the Agreement for Services shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

6.2 Cancellation

Either party may cancel the Agreement for Services in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors. The Agreement for Services is also subject to Section 14-2 of the Loveland City Charter as a revocable license and the City reserves the right to revoke and terminate the license at any time and without cause. Following any license revocation notice by the City, Organizer shall vacate the Premises at the Organizer's sole expense.

6.3 Equal Opportunity

The FMO will agree not to refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that the successful FMO must comply with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

6.4 Proprietary Information

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposer.

6.5 Appropriation

Funding of this contract for any period after January 1 of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the Loveland City Council.

No promise, expressed or implied, is made that the City Council will approve such funding, acting in its legislative discretion.

Exhibit A

CITY OF LOVELAND

QUALIFICATION STATEMENT FORM

**FARMERS' MARKETS
FOR DOWNTOWN AND FAIRGROUNDS PARK**

IN THE CITY OF LOVELAND

EXPERIENCE IN FARMER'S MARKETS OPERATIONS

On a separate sheet, provide Farmers' Market organization, marketing, and management experience.

FINANCIAL INFORMATION

On a separate sheet, please provide information on your financial ability to operate these Farmers' Markets.

PRODUCT INFORMATION

On a separate sheet, list the products you intend to offer.

MANAGEMENT ARRANGEMENT

On a separate sheet, explain your intended management arrangement, including whether or not you intend to be an active participant in the management and operation of the Market locations.

REFERENCES

List references for entities for which you have provided similar services within the last two (2) years.

Exhibit B

CITY OF LOVELAND

SERVICE FEE PROPOSAL

**FARMERS' MARKETS
FOR DOWNTOWN AND FAIRGROUNDS PARK
IN THE CITY OF LOVELAND**

Proposal Opening: May 15, 2008, 2:00 p.m. (MST, Our Clock)

Service Fee Proposal:

Provide a detailed proposal with regard to the service fee proposed to be paid to the City in dollars, including a proposed payment schedule:

Signature:	Title:
Company Name:	Date:
Street: City: State/Zip:	Phone #: Fax #: Email:

Exhibit C

CITY OF LOVELAND

DESCRIPTION OF FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CITY

**FARMERS' MARKETS
FOR DOWNTOWN AND FAIRGROUNDS PARK**

IN THE CITY OF LOVELAND

1. Mount Jackson Parking Lot

This parking lot is located at the southeast corner of Sixth Street and Lincoln Avenue, just north of the Loveland Museum. This lot shall be the site of the TBD weeknight Farmers' Market and the Saturday Market until the Fairgrounds Park is available. Trash service will be provided by the City of Loveland.

2. Loveland Museum and Gallery

The City will make a good faith effort to provide access to the restrooms in the museum during normal Farmer's Market hours.

3. Fairgrounds Park

It is anticipated that the dedicated Farmers' Market facilities located at the Fairgrounds Park will open in September 2008. At that time, the FMO will be required to move the Saturday Farmers' Market to this site, which is located generally between Railroad Avenue and US 287, south of Downtown Loveland. Trash services shall be provided by the City of Loveland.

Exhibit D
A G R E E M E N T
For Services

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 200__ by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and ("Contractor").

WHEREAS, City desires to retain Contractor to perform the following services as set forth in this Agreement: _____; and

WHEREAS, Contractor desires to provide those services to City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. City agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. City agrees to pay Contractor a sum not to exceed Dollars (), as adjusted to reflect the deletion by City of any of the Services set forth in Exhibit A. City shall make payment upon receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until _____, unless extended by written agreement of the parties.

4. Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

5. Monitoring and Evaluation. City reserves the right to monitor and evaluate the progress and performance of Contractor to

ensure that the terms of this Agreement are being satisfactorily met in accordance with City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with City relating to such monitoring and evaluation.

6. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of City. **Contractor is not entitled to workers' compensation benefits from City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

7. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims

made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and City. Such policies shall provide that City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage City may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide City an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgement of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. City shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in City's opinion, such variations do not substantially affect City's interests.

8. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other

tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

9. Termination.

a. Generally.

(i) City may terminate this Agreement without cause if it determines that such termination is in City's best interest.

City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by City, City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by City, City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to City for any damages sustained by City by virtue of any breach of this Agreement, and City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to City from Contractor is determined.

10. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this

Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

a. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot employment verification program as defined in C.R.S. § 8-17.5-101(1) ("Program") in order to verify that it does not employ illegal aliens.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor hereby certifies that it has verified or attempted to verify through participation in the Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Program prior to entering into this Agreement, that Contractor shall apply to participate in the Program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

d. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(i) notify the subcontractor and City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.

g. If Contractor violates this paragraph, City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to City.

11. Compliance with C.R.S. § 24-76.5-103.

a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

(i) complete the affidavit attached to this Agreement as Exhibit C.

(ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event City determines through such verification process that Contractor is not an alien lawfully present in the United States, City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

13. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

14. Assignability. Contractor shall not assign this Agreement without City's prior written consent.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their

respective heirs, personal representatives, successors, and assigns.

16. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

18. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

20. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to City:

City of Loveland

Loveland, CO 80537

If to Contractor:

21. Special Provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LOVELAND, COLORADO

By: _____

Title: _____

