

PAYMENT FOR PARKING LOT WORK AGREEMENT

PARTIES

- This Payment Agreement (hereinafter referred to as the “**Agreement**”) is entered into on 8/1/2021 (the “**Effective Date**”), by and between Envision, with an address of 1050 37th Street, Evans, CO. (hereinafter referred to as the “**Envision**”), and City of Evans, with an address of 1100 37th Street, Evans, CO (hereinafter referred to as the “**Evans**”) (collectively referred to as the “**Parties**”).

AGREEMENT

- The Parties agree that Evans shall pay a third-party contractor to repair the front/North parking lot of Envision’s property depicted in Exhibit A attached hereto.
- Envision’s front/North parking lot is to be repaired according to the terms of Exhibit B attached hereto (Estimated cost. Invoice from the contractor after the work is completed) The work to be completed in the Envision parking lot is outlined in the bid documents prepared by the City of Evans dated July 2021.
- Envision hereby agrees to reimburse Evans for the cost of repairs, within 30 days of work being completed as approved by Evans.
- The parties agree that the amount of the cost of repairs shall not exceed \$17,350 unless agreed to in writing by both parties.

DATES and TIMEFRAMES

- Envision warrants and represents that the Parties have agreed upon a payment within 30 days to the Evans for the said work to be completed.
- The work will be completed no later than 11/15/2021. A time extension may be requested and must be agreed to in writing by both parties.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Colorado.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties’ intention.

ENTIRE AGREEMENT

- This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

INDEMNIFICATION AND LIABILITY

Evans is a public entity, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which Evans is entitled pursuant to the Colorado Governmental Immunity Act.

NO THIRD PARTY BENEFICIARIES

The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to the parties. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than a party that receives a service or benefit under this Agreement is an incidental beneficiary only.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

EVANS

ENVISION

Name: James L. Becklenberg

Name: _____

Title: City Manager

Signature: _____

Signature: _____

Title:

Date: _____

Date: _____