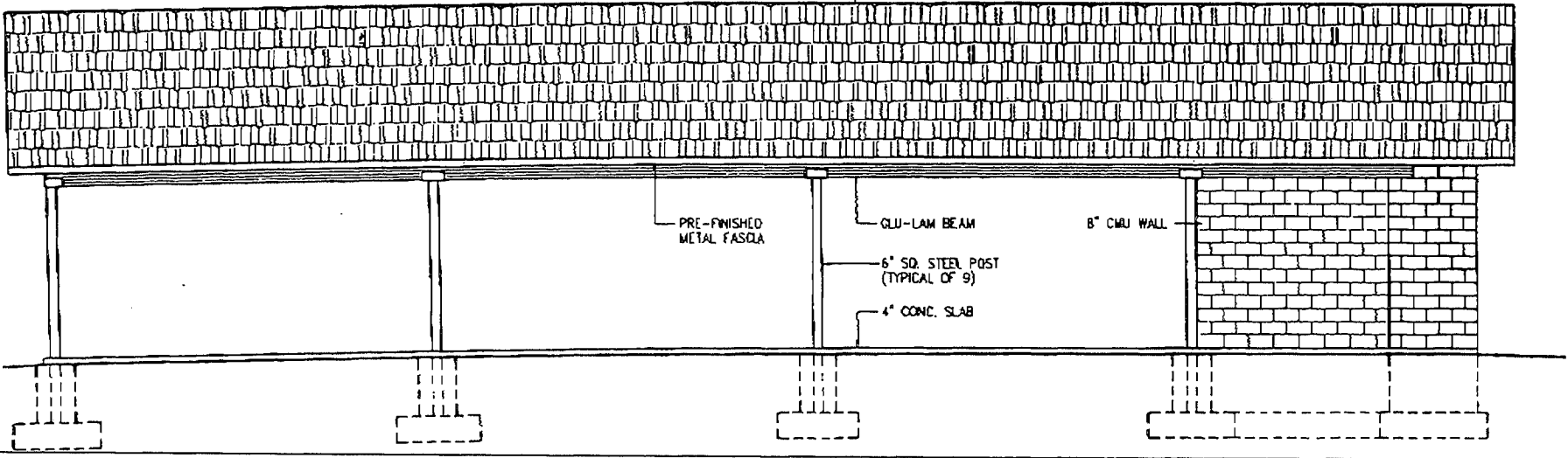


METAL ROOF

ELEVATION  
SCALE: 1/8" = 1'-0"

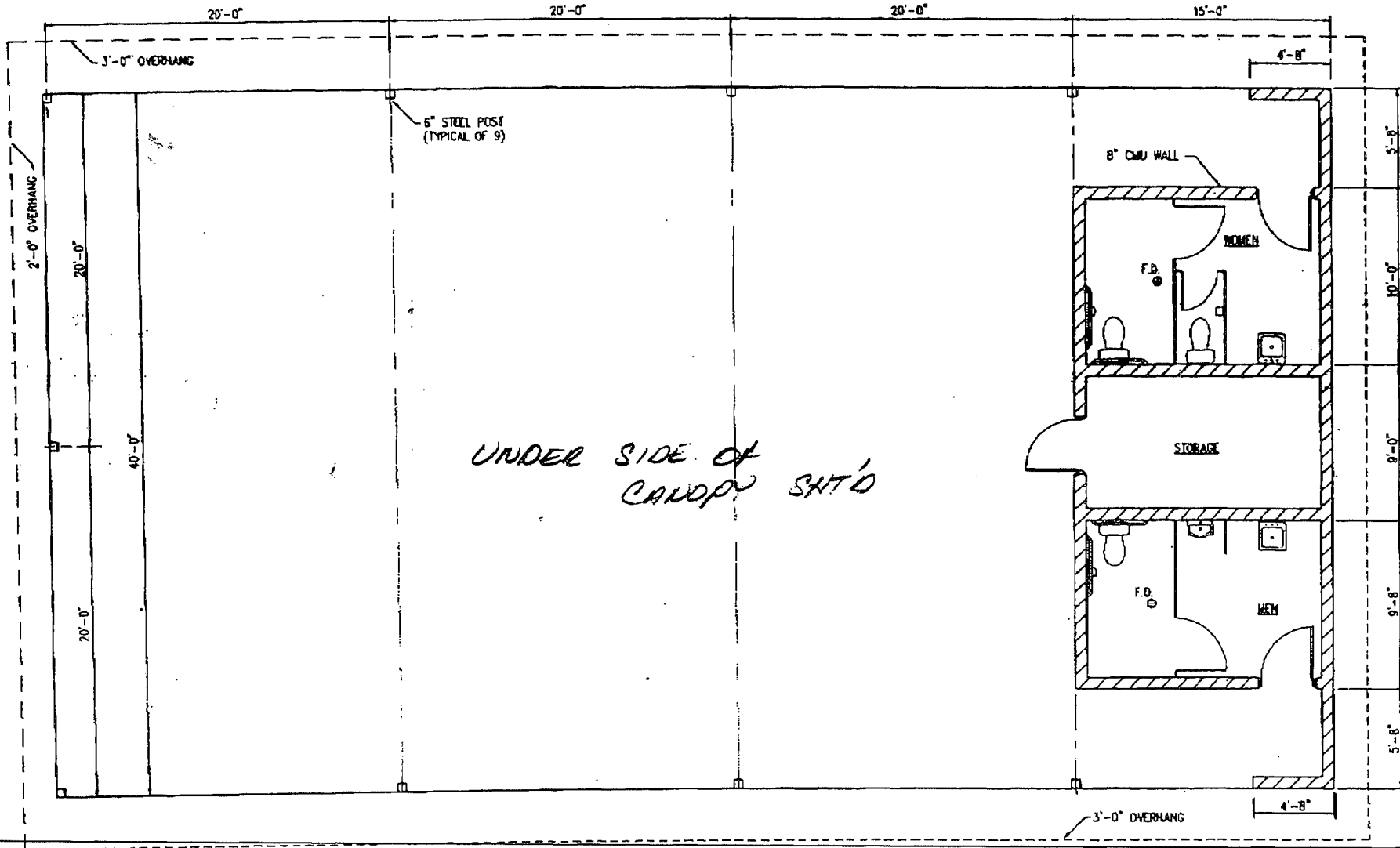


ELEVATION  
SCALE: 1/8" = 1'-0"

LEXINGTON SHELTER  
LEXINGTON, NEBRASKA



MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.  
6711 CENTRAL AVENUE  
LEAVENWORTH, KS 66047  
M&A PROJECT NO. 117-01-007  
DATE: APRIL, 2005



UNDER SIDE OF  
CANOPY SHT'D

PLUMBING  
STUBBED OUT 5'-0"

SHELTER PLAN  
SCALE 1/8" = 1'-0"

LEXINGTON SHELTER  
LEXINGTON, NEBRASKA

**MA**  
MORRIS & ASSOCIATES  
CIVIL & MECHANICAL ENGINEERS, P.C.  
8110 CENTRAL AVENUE  
OMAHA, NE 68114  
NSA PROJECT NO. 07-21-047  
DATE: APR, 1964

## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of May, 2007, by and between **CITY OF LEXINGTON**, hereinafter called "OWNER" and **T. L. SUND CONSTRUCTION**, doing business as a corporation, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of  
**Picnic Shelter / Restrooms in Memorial Park, Lexington, Nebraska**
  
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
  
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same no later than July 1, 2007, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
  
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$85,000.00 or as shown in the PROPOSAL.
  
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) REQUEST FOR PROPOSALS
  - (B) PROPOSAL FORM(S)
  - (C) NOTICE TO PROCEED
  - (D) CHANGE ORDER

(E) DRAWINGS prepared by CONTRACTOR, dated 11-20-06, and amended with requirements of the Park Improvement Committee (PIC), City of Lexington, and agreed upon at meeting between CONTRACTOR and PIC on April 17, 2007.

(F) Oversight and Quality Assurance will be provided by MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.

6. The OWNER will pay the CONTRACTOR within 30 calendar days following completion of the project.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The CONTRACTOR shall comply with and continue to comply with Fair labor standards in the pursuit of his business and in the execution of this contract.

9. The work to be performed under this AGREEMENT will be performed entirely at CONTRACTOR'S risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this AGREEMENT. CONTRACTOR will carry, for the duration of this AGREEMENT, public liability insurance in an amount acceptable to OWNER. CONTRACTOR agrees to indemnify OWNER for any and all liability or loss arising in any way out of the performance of this AGREEMENT. CONTRACTOR shall provide proof of liability and Workers Compensation insurance to the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

**OWNER:**

By \_\_\_\_\_

Name: John Fagot

Title: Mayor, City of Lexington

(SEAL)

ATTEST:

\_\_\_\_\_

Name:

Title:

**CONTRACTOR:**

By \_\_\_\_\_

Name:

Address: 707 Ontario Street N, Lexington, NE 68850

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please type)

Title \_\_\_\_\_