

Contract for Construction

This Agreement made the 12th day of May, 2020, between Greater Lexington Corporation, herein referred to as "Owner", and T.L. SUND CONSTRUCTORS, INC., a Nebraska corporation, of Lexington, Dawson County, Nebraska, herein referred to as "Contractor," agree as follows.

RECITALS:

CONCORD CONDOMINIUM DEVELOPMENT herein referred to as "new structure" The structure is defined as UNIT 115, 116, 117, & 118 Lexington, Nebraska. The Owner has agreed to hire Contractor for the construction of the two duplexes.

Contractor is a general contractor, whose address is P.O. Box 826, Lexington, Nebraska. Contractor has agreed to perform all architectural, engineering and construction work for the construction of new buildings on the terms and conditions set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IN THE PARTIES INTENDING TO BE LEGALLY BOUND HEREBY, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. RATIFICATION: The parties acknowledge each of the foregoing recitations and adopt the same as material parts of this Agreement.
2. GENERAL DESCRIPTION OF WORK: Contractor shall construct and build 2 new duplexes in the northwest part of Lexington Nebraska for a Concord Condominium Development. Contractor will perform the following general described work: a detailed explanation of the work is attached here to as Exhibit A:
3. CONSIDERATION: In consideration for the work described, Owner agrees to pay Contractor the total price of (\$378,129.00) Three Hundred Thousand Seventy-Eight One Hundred Twenty-Nine Dollars PER DUPLEX. Payment of this amount is subject to additions or deductions in accordance with the provisions of this agreement.

4. PROGRESS PAYMENTS: Owner shall make progress payments, on account, of the contract price to Contractor on the basis of percentage of work performed. T.L. Sund Constructors shall provide Owner with an itemized invoice on the 1st day of each month, detailing the work performed; Owner shall provide payment to Contractor by the 15th day of each month.

EXCEPT, Contractor may require advance payment for the acquisition of products from subcontractors, when delivery of the product is dependent on full payment. Such request for advance payment may be made at any time and need not be requested with Progress Payment Invoices.

5. FINAL PAYMENT: Owner shall make final payment fifteen days after the work is completed, if the contract at that time is fully performed.

6. STARTING AND COMPLETION DATES: The work to be done under this Agreement shall begin upon execution of this Agreement; proposed substantial completion date is June 1, 2021.

7. OWNERSHIP OF PLANS: All plans and specifications are the property of both Parties. Each Party shall have equal access to the plans, drawings, etc.

8. RESPONSIBILITIES OF OWNER: Owner duties and rights in connection with the project herein are as follows:

a) Owner by signing this agreement agrees that it has read, viewed and approved all plans, samples and drawings provided by Contractor, attached hereto, and has approved the same.

b) Owner shall not hire other contractors in connection with the construction of new buildings.

c) Owner shall be entitled to all details and working drawings of the architectural, engineering and construction plans, necessary to delineate the plans. The work to be done and materials furnished in accordance therewith is to be subject to the approval of Owner.

9. RESPONSIBILITIES OF CONTRACTOR: Contractor duties and rights in connection with the project herein are as follows:

- a) **General Administration of the Agreement** – Contractor is to provide the general administration of the Agreement.
- b) **Inspections, Opinions and Progress Reports** – Contractor will conduct regular inspections of the work being done on the project. Contractor will keep Owner informed of progress, and will use its best efforts to protect Owner from defects or deficiencies in the work.
- c) **Responsibility for and Supervision of Construction** – Contractor shall be solely responsible for all construction under this agreement, including the techniques, sequences, procedures and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of its ability, and give it all attention necessary for such property supervision and direction.
- d) **Furnishing of Labor, Materials, etc.** – Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment, and machinery, transportation and all other facilities and services necessary for the proper completion of work on the project in accordance with the approved plans and specifications.
- e) **Payment of Taxes; Procurement of Licenses and Permits** – Contractor shall pay all taxes required by law in connection with the work on the project in accordance with this Agreement including city (if applicable), state or federal government, sales, use and similar taxes, and owner shall secure all licenses and city permits necessary for proper completion of the project, paying the fees thereof.
- f) **Compliance with Construction Laws and Regulations** - Contractor shall comply with all laws and ordinances and the rules, regulations, or orders of all public authorities relating to the performance of the work herein.
- g) **Warranty of Fitness of Equipment and Materials** – Contractor represents and warrants to Owner that all equipment and materials made a part of the structure or placed permanently in connection therewith will be new, unless otherwise specified in the approved plans and specification, of good quality, free of defects and in conformity with the approved plans and specifications. It is understood between parties hereto that all equipment and materials not so in conformity are defective.

h) **Furnishing of Plans, Samples and Drawings** – Contractor agrees to comply with all plans, samples and drawings approved by Owner and attached hereto.

i) **Indemnification** – Contractor agrees to indemnify and hold harmless Owner and their agents and employees, from and against all claims, damages, losses and expenses, in case it shall be necessary to file an action, arising out of performance of the work herein, which is for bodily injury, illness or death, or for property damage, including loss of use.

j) **Safety Precautions and Programs** – Contractor has the duty of providing for and overseeing all safety orders, precautions and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom work might affect, all work and materials incorporated in the project and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations and orders.

10. SUBCONTRACTORS: This Agreement is based on bids submitted by subcontractors to Contractor for the project. Contractor has furnished Owner, prior to execution of this Agreement, a list of names of subcontractors, to whom Contractor proposes to award the principal portions of the work to be subcontracted. Contractor agrees to consider other subcontractors Owner may prefer, provided Owner is responsible for any increased costs that may result. Contractor shall arrange for waiver of construction liens from all subcontractors who perform work on the new buildings.

11. INSURANCE

a) **Owners Liability Insurance** – Owner agrees to maintain in force its own liability insurance during the construction to the existing structure, and reserves the right to purchase such additional insurance as in its opinion is necessary to protect against claims arising out of Contractor's operation, without diminishing Contractor's obligation to carry the insurance specified herein.

b) **Property Damage Insurance on Work Site (Builders Risk Insurance)** - Owner agrees to maintain at his expense, during construction of the project, property damage insurance on the work at the existing building to its full insurable value, including interest of Owner, Contractor and subcontractors, against fire, vandalism and

other peril ordinarily included in the extended coverage. Losses under such insurance will be adjusted with and made payable to Owner as trustee of the parties insured as their interest appear. Owner shall file a copy of all such policies with Contractor within a reasonable time after construction begins.

c) **Loss by Unforeseeable Event** – In case the work should, before completion, be wholly or partially destroyed by fire, defective soil, or act of God which Contractor could not have reasonably foreseen and provided against, then the loss occasioned thereby shall be sustained solely by Owner. Contractor shall maintain liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor under this Agreement. Such insurance shall be in addition to any in any insurance required by law and includes but is not limited to general liability insurance, worker's compensation insurance, auto insurance, and contractor liability insurance. Contractor shall additionally require all subcontractors to maintain the insurance coverage outlined above, or such minimum insurance coverage as may be agreeable to the Owner.

12. WRITTEN CHANGE ORDERS: The parties agree that no alterations or extra work shall be done under the terms of this Agreement without a written order from Contractor to Owner, which order shall expressly state the cost of such alteration or extra work and be signed by both Owner and Contractor. Owner designates Joe Pepplitsch as representative to sign such documents on behalf of Owner. No such change order shall be valid unless so made.

13. BINDER: This Agreement shall be binding upon the successors of the Parties hereto.

14. DEFAULT: In the event either Party shall fail to perform the terms or provisions of this Agreement to be performed by that Party, the other Party shall have such rights and remedies as are allowed by law. The election or forfeiture of any one remedy shall not bar the election or cause the forfeiture of any other remedy.

15. SEVERABILITY: In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.

16. ENTIRETY: This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement the day and year first above written.

Greater Lexington Corporation

By: _____

T.L. SUND CONSTRUCTORS, INC.

By: _____

TRAVIS SUND, COO of T.L. Sund Constructors, Inc.

EXHIBIT A



PO BOX 826
707 N ONTARIO
LEXINGTON, NE 68850
OFFICE: 308-324-5186
FAX: 308-324-6286

PROPOSAL SUBMITTED TO: GREATER LEXINGTON CORP

DATE: 03/24/2020

ATTENTION: JOE PEPPLITSCH

JOB LOCATION: LEXINGTON, NE

SCOPE OF WORK: CONCORD CONDOMINIUM DEVELOPMENT

LABOR MATERIAL AND MACHINE HIRED TO CONSTRUCT 2 NEW DUPLEXES IN THE NORTH WEST PART OF LEXINGTON FOR 55 AND OVER DEVELOPMENT CONSISTING OF THE FOLLOWING:

- **ALL FOOTINGS**
- 10" WIDE REINFORCED WITH REBAR AND 2" INSULATION 2' BELOW GRADE
- 6 SAC SAND AND GRAVEL 3000 PSI
- WITH A 6" TOP CAP WITH 1\2 EXPANSION AROUND PERIMETER
- ALL THICKEN FOOTING ON BEARING WALLS
- 2 STRUCTURAL DOOR STOOPS AT FRONT DOORS
- FOOTINGS UNDER BACK PORCH SLABS

- **ALL CONCRETE FLOORS:**
- 2" OF CLASS 5 FOR SUB GRADE (IF GRADE IS NOT TO HEIGHT ADDITIONAL CLASS FIVE CAN BE PURCHASED AT \$10.00 PER TON)
- 10 MILL STEGO/W TAPED EDGES
- 4" CONCRETE SLAB BEING 6 SAC 10% ROCK 3500 PSI WITH 6X6X10 WIREMESH
- GARAGE FLOORS BEING 6" THICK WITH 6X6X10 WIREMESH
- WITH A 6" WIDE TOP CAP WITH 1\2 EXPANSION AROUND PERIMETER

- **EXTERIOR CONCRETE:**
- 4" CONCRETE SIDEWALKS
- 4" BACK PATIO'S
- CONCRETE TO BE 6 SAC SAND AND GRAVEL 3000 PSI
- 6" DRIVEWAY 6 SAC SAND AND GRAVEL
- **FRAMING:**
 - 2X6 16" O.C EXTERIOR WALLS
 - ALL INTERIOR WALLS TO BE 2X4 16" O.C
 - DOUBLE 2X4 FIRE WALL INSULATED WITH 5\8 DRYWALL FIRE TAPED
 - ALL BACKING FOR CABINETS AND SPECIALTIES
 - 7\16 EXTERIOR WALL SHEETING
 - TYVEK HOUSE WRAP
 - ALL TRUSSES WITH A 5\12 ROOF PITCH
 - ROOF TO BE GABLE\HIP ROOF
 - 2' OVERHANG
 - 5\8 SHEETING FOR ROOF
 - ALL ROOF VALLEYS WITH MOISTURE GUARD
 - SYNTHETIC FELT
 - 30LB HERITAGE SHINGLES
 - OMNI RIDGE VENTS

- **SOFFIT AND FASCIA:**
 - WHITE ROLLEX SMOOTH FASCIA
 - WHITE ROLLEX VENTED SOFFIT
 - WHITE ODE DRIP CAP AND GUTTER APRRON
- **SIDING AND GUTTERS**
 - 8" LP SMART LAP (ONE COLOR PER DUPLEX)
 - WHITE SEAMLESS GUTTERS AND DOWN SPOUTS
- **WINDOWS AND DOORS**
 - 10 PELLA 250 SERIES 2-WIDE SINGLE HUNG 59.5X47.5 (WHITE)
 - FRONT DOOR, STORM DOOR, AND FRONT DOOR HARDWARE
 - INTERIOR DOORS TO BE A3 CRAFTSMAN MOLDED PANEL (WHITE)
 - INTERIOR DOOR HARDWARE AND STOPS
 - NO UTILITY WINDOWS FIGURED
- **MASONARY (BRICK)**
 - 400 SQ FT PER DUPLEX OF BRICK WAINSCOT
- **INTERIOR FINISHES**
 - ½ " SHEET ROCK ON WALLS AND CEILINGS
 - R-19 INSULATION IN EXTERIOR WALLS
 - BLOWN IN IN ATTIC R-32
 - SQUARE CORNER BEAD
 - SMOOTH FINISH ON DRYWALL
 - STOMPED CEILINGS
 - PRIMED AND PAINTED WALL (TWO COLORS PER DUPLEX)
 - SHOW CASE CABINETS AND COUNTER TOPS OR APPROVED EQUAL
 - WHITE BASE AND CASE (MDF)
 - CLOSET ORGANIZERS AND SHELVING (SAME AS THE PREVIOUS UNITS)
 - PANTRY SHELVING
 - 550 SQ. FT. LVT FLOORING PER UNIT (GLUE DOWN OR FLOATING)
 - 900 SQ. FT. MOHAWK CARPET PER UNIT (OR APPROVED EQUAL)
 - 130 SQ. FT. PORCELAIN OR CERAMIC TILE PER UNIT
 - SAMPLES WILL FLOOR COVERINGS WILL BE PROVIDED
- **GARAGE**
 - 1/2 " SHEET ROCK
 - RAYNOR 18' X 7' GARGE DOOR WITH OPERATOR WITH 2 REMOTES
 - SMOOTH FINISH ON DRYWALL
 - PRIME AND PAINT WHITE
 - DROP DOWN ATTIC ACCESS
 - NO WALK DOORS OR DOOR STOOPS FIGURED
- **PLUMBING**
 - 2- 4" SCHD 40 SEWER MAINS
 - 2- 1" 200 LB WATER MAINS
 - 2- 60 X 32 TUB/SHOWERS
 - 2- 48" SHOWERS
 - 2- TUB & SHOWER FAUCETS
 - 2- SHOWER FAUCETS
 - 2- WASTE & OVERFLOWS
 - 2- SHOWER STRAINERS
 - 4- ADA STOOLS AND SEATS
 - 4- SINGLE HANDLE LAVATORY FAUCETS
 - 2- KITCHEN SINKS
 - 2- PULLDOWN KITCHEN FAUCETS
 - 2- JBC110 BRUSHED SS BASKET STRAINER
 - 2- JBC128 BRUSHED STAINLESS DISPOSAL BASKETS

- 2- 1/3 H.P. GARBAGE DISPOSAL
- 2- OUTSIDE SILLCOCKS
- 2- 50 GALLON ELECTRIC WATER HEATERS
- 2- WATER SOFTENERS
- 2- WASHER BOXES
- 2- ICE MAKER BOXES
- SCHD 40 PVC WASTE & VENT ABOVE & BELOW GRADE
- PEX WATER PIPING THROUGHOUT
- ALL NECESSARY MATERIALS, LABOR & USE TAX TO INSTALL THE AB

- **ELECTRICAL**

- UNDER GROUND FROM POWER SOURCE TO STRUCTURE
- 200 AMP SERVICE W/BREAKERS
- ALL MATERIAL AND LABOR FOR ROUGH IN AS PER ELECTRICAL CODES
- 32 RECESSED LED CAN LIGHTS PER DUPLEX
- PLUGS AND SWITCHES AS PER CODE (NO DÉCOR SWITCHES AND PLUGS 170 PER DUPLEX)
- 120V SMOKE DETECTOR W/BATTERY (8 FIGURED PER DUPLEX)
- ALL BATHROOM EXHAUST VENTS
- DOORBELL CHIME KIT
- 8 CEILING FANS PER DUPLEX
- 8 EXTERIOR LIGHTS PER DUPLEX
- 4 BATHROOM VANITY LIGHTS PER DUPLEX
- 4 CLOSET/UTILITY LIGHTS PER DUPLEX
- 2 KITCHEN LIGHTS PER DUPLEX
- 2 DINNING ROOM LIGHTS PER DUPLEX
- CONTRACTOR TO CHOOSE ELECTRICAL FIXTURES AND PROVIDE SAMPLES

- **HVAC**

- INSTALL TWO 3 TON 15 SEER HEAT PUMPS WITH 15KW BACK UP HEAT AND **DUCT SYSTEM IN THE ATTIC**
- ALL CONDENSATE LINES
- ALL DRYER VENTS
- HEAT PUMP PAD WITH LEGS
- CONDENSATE BRAIN
- INSULATED SUPPLY DUCT SYSTEM
- TH6620 THERMOSTAT

ALL TAXES HAVE BEEN INCLUDED

OWNER WILL BE RESPONSIBLE FOR ALL SITE WORK, ALL DIRT WORK TO THE BUILDING SITE AND HAVE A FINISH GRADE WITHIN AN 1/8"

OWNER WILL PROVIDE ALL INSURANCE COVERAGE FOR THE PROJECT. CONTRACTOR WILL COMPLY TO ALL STATE MANDATED INSURANCE.

TOTAL PER DUPLEX: \$378,129.00
PER UNIT: \$189,064.00

EXCLUSIONS:

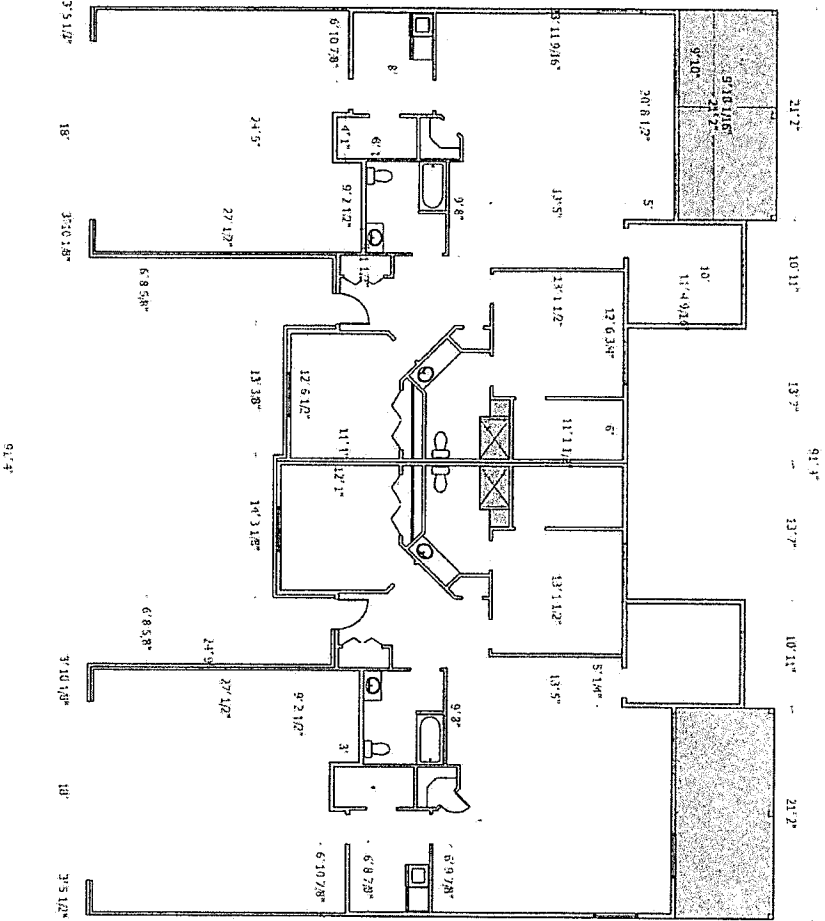
- NO DIRT WORK FIGURED, CITY WILL PROVIDE SUB-GRADE AND COMPACTION
- NO BUILDING PERMIT
- TERMITE CONTROL

It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by strikes, material stolen after delivery upon premises, fire, lockouts, acts of god, or public the enemy, accidents, boycotts, material shortage, disturbed labor conditions, delayed delivery of material from seller supplier, inclement weather, embargoes caused incident of national emergencies, war or other causes beyond the reasonable control of the seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and general conditions, which are standard for specialty contractors in the construction industry. Final invoice based on field verification of quantities. Quotes not accepted within thirty (30) days are subject to price changes.

Proposal submitted by _____ Ryan Johnson _____

Proposal accepted by: _____ Date: _____

And agrees the above price and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payments will follow as agreed to above.



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