

14-00062

CONSTRUCTION AGREEMENT

Clovercroft Preserve, Wastewater Treatment and Disposal Facility

At THIS CONSTRUCTION Agreement ("Agreement") is made and entered into effect as of the 4th day of ~~August~~ *July*, 2015, by and between CLOVERCROFT PRESERVE, LLC ("Owner"); having a mailing address of 506 Main Street, Suite 300, Gaithersburg, MD 20878 and RUTHERFORD UTILITY COMPANY, LLC ("Contractor"), having a mailing address of 1413 SE Broad Street, Murfreesboro, TN 37130.

1. **Contract Documents.** The "Contract Documents" consist of this Agreement, the Drawings, Plans and Specifications listed in Exhibit "C" and Exhibit "D" hereto, if any, and all Change Orders Issued by Owner in writing after the execution of this Agreement. These form the contract between the parties, and all are fully a part of the contract as if attached to this Agreement or repeated herein.

2. **The Work.** Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, facilities, services, employee training and testing, scaffolding, hoisting facilities, shop drawings, storage and testing, security, transportation, disposal, the securing of all field dimensions necessary or required, cutting or patching of existing materials, permits and agreements and other items, all as applicable, except as stated in Exhibit "E", necessary to timely and fully complete the work described in Exhibit "A" and in paragraphs 1 through 5 of the Contractor's Proposal attached as Exhibit "B" hereto (hereinafter referred to as "the Work" in strict accordance with the Contract Documents. The "Project" is described as Clovercroft Preserve, and the "Property" is described as Clovercroft Preserve, formerly the Jones Farm, more particularly described in Deed Book 6457, page 755 in the Register's Office for Williamson County, Tennessee.

3. **Time of Commencement and Completion.** The Work shall be commenced on or about August 1, 2015. The Work shall be completed no later than November 30, 2015. Time is of the essence. See Paragraph 8 and Exhibit "K".

4. **Contractor's Compensation.** In consideration of the Contractor's performance of Work, and subject to full satisfaction and acceptance of the Owner, the Owner shall pay Contractor ("Contractor's Compensation") as follows: Contractor's Compensation shall be Four Hundred Seventy Thousand Five Hundred Dollars and Zero Cents (\$470,500.00), as shown in Exhibit "B".

4.1. The Contractor's Compensation shall be payable to the Contractor based on Work completed in accordance with the payment schedule set forth in paragraph 2 of Exhibit "B" and on Applications for Payment submitted by Contractor and approved by Owner. Provided, however, that in the event Tennessee Wastewater halts or delays the project for more than thirty (30) days for reasons unrelated to the Work or the Contractor's performance, Owner agrees to pay Contractor for the cost of any Work performed by Contractor for which it has not yet been paid, plus twenty percent (20%) of the cost of the completed Work. Contractor shall submit an Application for Payment to Owner upon completion of each stage of the Work, as described in paragraph 2 of Exhibit "B", and the Owner shall make payment to Contractor on or about thirty (30) days after receipt of the Application for Payment, subject to the terms and conditions of this Agreement. The Applications for Payment shall be on forms provided by Owner and shall include a designation of the amounts due to all Contractor's

Executed by the parties to be effective as of the date first written above.

Owner:

CLOVERCROFT PRESERVE, LLC

A Maryland Limited Liability Company

By: Michael A. Natelli

Name: Michael A. Natelli

General Manager

Contractor:

RUTHERFORD UTILITY COMPANY, LLC

By: Harding Fox

Printed Name: Harding Fox

Title: Manager

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