

THIS COMPREHENSIVE AGREEMENT, dated the 2nd day of October, 2019, is by and between Rockingham County, a political subdivision of the Commonwealth of Virginia, (the "County" or the "Owner") and Stone Hill Construction, Inc., a Virginia corporation, ("Stone Hill" or the "Contractor") who, in consideration of the mutual covenants set forth herein, agree together as follows:

#### ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Design and install a new 12-inch water line, and all necessary and customary appurtenances such as valves and hydrants, that will extend service from the existing County waterline that originates at the Kaylor Hill water tank and runs with or in Mosby Road, to the new Cobbler's Valley Subdivision. Connection to the existing water line shall be approximately at the address of 1325 West Mosby Road. The new water line shall run in the right-of-way of Route 712 (West Mosby Road) up to the point where it crosses the Good property (Tax Parcel 108-(A)-L 192A), as shown on preliminary drawing produced by Valley Engineering and attached to the Stone Hill PPEA submittal. Contractor shall use best efforts to secure an easement across the Good Farm property required to install and maintain the water line for those portions not in Virginia Department of Transportation right-of-way or existing utility easements, any other easements not within existing easements, rights or way or the Good Farm property shall be procured by the County. The new water line shall also be available to provide service to the National Coach mobile home park, and other properties lying between Mosby Road and State Route 42 lying within the County's Urban Growth Area. The Contractor shall consult with the Owner during the design phase of the Project and shall present to the Owner final plans for approval and acceptance and to the Virginia Department of Health for approval prior to commencing work on the ground.

#### ARTICLE 2 - THE PROJECT

2.01 The Project that is the subject of the Contract Documents is generally known as the Cobbler's Valley Water Line Extension.

#### ARTICLE 3 - ENGINEER

3.01 The Project is being designed by

Valley Engineering, PLC  
Carl L. Snyder, Jr., PE  
4901 Crowe Drive  
Mt. Crawford, Virginia 22841

(Engineer), who is to act as the Engineer for the Project and shall assume all duties and responsibilities customarily undertaken by the engineer on such projects, and shall have the rights and authority customarily assigned to the Engineer and those assigned in the Contract Documents, in connection with the completion of the Work.

#### ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Project shall be completed in a single phase. The Contractor estimates that the Project will be completed within 5 to 6 months of design completion but agrees to a final completion date of no later than October 1<sup>st</sup>, 2020.

## ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work the sum of One Million Two Hundred Eighteen Thousand Three Hundred Twenty-two and no/100 dollars (\$1,218,322.00) (the Contract Price). The Contract Price includes design, waterline installation and rock excavation.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. Stone Hill shall submit detailed invoices for Project payment every thirty (30) days. . Payment shall be made within thirty (30) days of invoice receipt subject to customary inspection and verification of progress payment requests..

## ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

H. Tan Bark Lane, LLC, an affiliate of Contractor is the developer of the Cobblers Valley subdivision property to be served by the water line. Tan Bark plans to commence site work on the proposed development and begin construction on the proposed housing units at a rate not to exceed those included in the Proffers associated with the approved rezoning. Subject to economic and market conditions and availability of financing, Tan Bark or its affiliates or successors anticipate requesting and making payment for approximately 40 water and sewer connections with the County in calendar years 2021, 2022, and 2023, for a total of 120 connections by the end of 2023.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Comprehensive Agreement
2. The unsolicited Public-Private Education Facilities (PPEA) proposal submitted by the Contractor and

accepted by the County, including the preliminary drawing produced by Valley Engineering that was attached to the proposal.

3. The Public Notice published by the County in the May 25, 2019, edition of the Daily News Record.

B. There are no Contract Documents other than those listed above in this Article 8.

C. The Contract Documents may only be amended, modified, or supplemented in writing signed by both parties.

D. The Contract Documents are listed in order of priority in paragraph 8.01A. Conflicts between documents shall be resolved in favor of the senior document.

## ARTICLE 9 - MISCELLANEOUS

### 9.01 Assignment of Contract

A. No assignment by one party to this Agreement of any rights, obligations or interests under this Agreement will be binding on the other party without the written consent of the other party.

### 9.02 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

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and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

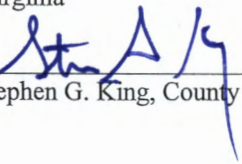
#### 9.04 Governing Law and Venue

A. The Contract Documents shall be construed in accordance with the laws of the Commonwealth of Virginia, regardless of conflict of laws principles. Venue shall be in the state of federal court of appropriate jurisdiction located in Harrisonburg, Virginia.

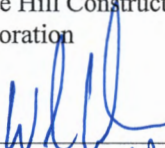
IN WITNESS WHEREOF, the County and Stone Hill have signed this Comprehensive Agreement in two originals, one for each party.

The effective date of this Comprehensive Agreement is the date first written in the heading of this Comprehensive Agreement.

Rockingham County, a political  
subdivision of the Commonwealth  
of Virginia

By:   
Stephen G. King, County Administrator

Stone Hill Construction, Inc., a Virginia  
corporation

By:   
Printed name: Wilson Wenger  
Its: Treasurer