

**CONTRACTOR SERVICES AGREEMENT**  
LIBERTY SPORTS PARK STREAM RESTORATION & STORMWATER MANAGEMENT

**THIS AGREEMENT** (“Agreement”) is made this 7<sup>th</sup> day of January, 2021, (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic, (the “County”) on behalf of the Department of the Environment for Prince George’s County, Maryland and GV-Petro Joint Venture LLC, “Contractor.”

**WHEREAS**, the County desires to retain a Contractor to provide a turnkey, all inclusive stream restoration project for the benefit of the County’s obligation to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit requirements of restoring 6,105 acres of untreated impervious surfaces; and

**WHEREAS**, the Contractor submitted a turnkey proposal dated September 23, 2020, entitled “Fixed Price, Full Delivery MS4 Compliance & Stormwater Management: Liberty Sports Park Stream Restoration & Stormwater Management Project,” (“Proposal”) to provide stream restoration and stormwater management controls at Liberty Sports Park Stream Restoration & Stormwater Management Project (the “Project”); and

**WHEREAS**, the Project includes the restoration and stabilization of an unnamed tributary to Collington Branch (Liberty Sports Park Tributary), two (2) of its headwater tributaries, over approximately 4,444 lf of stream restoration, achieving the channel protection volume (“CPv”) stormwater management requirement associated with the Liberty Sports Park and generating “no less than” 124.9 Impervious Surface Restoration (“ISR”) credits (ISR credit will be calculated in consistency with the most recent guidance currently in effect from Maryland Department of the Environment (“MDE”)). The Project also included securing design approval and all required regulatory approvals, including approval from the Department of Permitting, Inspection and Enforcement (“DPIE”) for the restoration-based approach to achieving the CPv; and,

**WHEREAS**, the Contractor over 23 years of experience and expertise in implementing and managing turnkey ecological restoration projects to the satisfaction of federal, state and local requirements; and

**WHEREAS**, the County Purchasing Agent has determined that it is the County’s best interest to enter into a contract with the Contractor for the provision of the “Only Practical Source” for delivering the stream restoration services as outlined in the Proposal.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Contract Documents and Order of Precedence:**

1.1 The documents that represent the entire agreement (collectively herein referenced as the “Contract Documents”) between the parties shall include this Agreement, including the Attachments and Exhibits set forth below, which are attached hereto and incorporated by reference.

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### Attachments

Attachment A	Contractor's Proposal dated September 23, 2020
Attachment B	Supplier Utilization Plan
Attachment C	Vendor's Oath and Certification
Attachment D	Certification of Assurance of Compliance Regarding Fair Labor Standards Act
Attachment E	Statement of Ownership and Bidder Qualification Affidavit (Part A & B)

### Exhibits

Exhibit A	Form of Performance Bond
Exhibit B	Form of Payment Bond
Exhibit C	Schedule 12 - ISR/TMDL Performance Certification

1.2 Order of Precedence. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in this order:

(a) Amendments or Change Orders issued in accordance with the terms of this Agreement

(b) This Agreement, including the Attachments and Exhibits.

(c) the Proposal.

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

## 2. Scope of Services.

2.1 The Contractor shall perform the services ("Services") (a) in accordance with the terms and subject to the conditions set forth in the Proposal and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in compliance with all federal, state, local regulations; (e) and in accordance with generally recognized industry standards in Contractor's field; and (f) to the reasonable satisfaction of the County.

- A. Site identification and control sufficient to implement the stream restoration and stormwater management project.
- B. Baseline ecological, biological and engineering studies such as, but not limited to, vegetation inventory, wetland or forest stand delineations, soils investigations, functional stream assessment, hydrologic/hydraulic studies and engineering analysis. Sufficient data will be collected to support restoration design, permits, and approvals.
- C. .
- D. Preparation and submission of regulatory permit applications to the Department of the Environment ("DoE"), Prince George's Soil Conservation District ("PGSCD"), the United States Army Corps of Engineers ("USACE"), the MDE, Chesapeake Bay Critical Area Commission, Maryland-National Capital Park and Planning Commission ("MNCPPC") or other local, regional, state or federal issuing authorities with jurisdiction over the

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- proposed stream restoration project activities. Secure necessary regulatory approvals and ISR credits for the restoration project.
- E. Preparation and submission of a stream restoration proposal(s) and securing DoE, DPIE, PGSCD, MNCPPC, MDE and USACE permits and approvals for same
  - F. Restoration design and plan production- including all survey, engineering, landscaping, geomorphic assessment, soil sampling, TMDL calculations, and ecological elements to full satisfaction of all applicable review agencies and issuing authorities.
  - G. Posting of required financial assurances for construction and maintenance and monitoring.
  - H. Construction, including but not limited to: clearing and grubbing, installation of erosion and sediment Control measures, in-stream structure placement, earthwork, planting and herbivory control, watering diversion, concrete and asphalt restoration in-kind, progress reports. All work shall be performed and completed in accordance with approved plans, permits, specifications, standards, codes and conditions, and Contractor Proposal dated September 23, 2020.
  - I. Production of as-built survey, construction completion report, completed ISR/TMDL Performance Certification, Schedule 12 (Exhibit C), Geodatabase Stream Restoration Data Directory, and associated filings pursuant to permits issued with respect to the stream restoration and stormwater controls provided.
  - J. Maintenance and Monitoring period to commence upon the conclusion of construction activities and an accepted as-built plan, construction completion report, and ISR/TMDL Performance Certification Schedule 12, for the time period of 5 years, as specified in all issued permits pertaining to the restoration project(s). Monitoring and maintenance activities will ensure that all mandated performance standards are met and acceptable to the governing entities – MDE, USACE, DoE. Maintenance will be conducted, as needed, throughout the monitoring period, including all corrective actions required to remain in compliance with mandated performance standards listed in the permits governing the restoration project. Maintenance may include activities such as minor re-grading or planting, stream restoration reconfiguration to achieve original design objective, fence repair and/or ongoing invasive species control. Annual monitoring reports will be prepared and submitted to the USACE and MDE as required throughout the maintenance and monitoring period.
  - K. Permanent legal access points for the County or it's assigns, to conduct inspection, enforcement, monitoring and maintenance activities and other long-term protection mechanisms (such as a conservation easement or deed of restrictive covenant) as required to the satisfaction of both the Army Corps of Engineers and the MDE.
  - L. Delivery of final acceptance and notice of permit satisfaction to the County from all regulatory agencies having permitting authority.

### 3. Contractor Obligations. The Contractor shall:

#### 3.1 Appoint representatives to the following positions:

- (a) A Contractor employee to serve as a primary contact with respect to this Agreement and who will have authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (the "Contractor Manager");

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(b) a sufficient number of contractors to perform the Services set out in the Proposal ("Contractor Personnel").

3.2 Assign only qualified, legally authorized Contractor Personnel to provide the Services.

3.3 Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses, certifications and consents and comply with all relevant laws applicable to the provision of the Services.

3.4 Provide an updated Project and Payment Milestone Schedule upon execution of the Agreement and Notice to Proceed.

3.5 As requested by the Project Manager, the Contractor shall prepare reports for submission to the Project Manager or designee for review as detailed in the Proposal.

3.6 The Contractor and/or its assigned contractors shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the County and its representatives against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by Contractor, the Contractor's agents, any subcontractor, or anyone directly or indirectly employed by Contractor

4. County Obligations. The County shall:

4.1 Make available to the Contractor any information the County possesses relevant to services to be undertaken by the Contractor and appropriate members of the County's staff for assistance to and/or consultation with the Contractor.

4.2 Project Manager. Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement ("Project Manager").

5. Change Orders.

5.1 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing in accordance with the notice provisions in Section 13. Contractor shall, within a reasonable time (not to exceed thirty (30) days) after receiving a County-initiated request, or at the same time that Contractor initiates such a request, provide a written estimate to the County of:

(a) the likely time required to implement the change;

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- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services;
- (d) any other impact the change might have on the performance of this Agreement; and
- (e) any other information requested by the County.

Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 13.

### 6. Compensation.

6.1 In consideration of the Services to be performed under this Agreement, the County shall pay the Contractor a fee determined in accordance with the fee schedule set out in the Proposal. The total fee for all Services provided by the Contractor shall not exceed \$6,152,336.00 ("Contract Value") and shall be paid to Contractor in installments, as set out in the Proposal. The payment of each installment is conditioned on Contractor achieving the corresponding payment milestone as set forth in Appendix G of the Proposal ("Payment Milestone"). On achieving a Payment Milestone, Contractor shall issue invoices to County for the fees that are then payable.

6.2 **Contract Value.** The Contract Value is based upon delivering a specified number of ISR credits at a specified unit price per ISR credit and as accepted and approved by the County and the Department of the Environment. The method of generating ISR credit for stream restoration will be based on Accounting for Stormwater and Wasteload Allocations and Impervious Acres Treated, Guidance for National Pollution Discharge Elimination System Stormwater Permits MDE, 3 June 2020 and stream restoration protocols.

6.3 **Availability of Funds.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of Services identified herein. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the Term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) calendar days written notice.

6.4 **Retainage.** The County shall withhold 5% of contract value (starting with 10% of the 1st invoice and thereafter until the 5% threshold is met). Eighty percent (80%) of the retainage withheld shall be released by the County to Contractor after completion of construction and submission of the construction completion report including an as-built survey and Substantial Completion (as that term is defined in Section 10.2) acceptance by the County. All remaining retainage for the Project shall be released upon completion of the maintenance and monitoring period regulatory release and final acceptance report by the County.

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6.5 Pursuant to Section 10A-153 of the County Code, the County shall pay the Contractor within thirty (30) calendar days after the invoice receipt date of services completed. The invoice shall include the following: Contractor's name and remittance address, Contractor's tax identification number, reference to contract number and documentation as to the services as provided for in Section 7.0 (Cost and Schedule) of the Proposal.

### 7. Contractor Prompt Payment.

7.1 Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

7.2 Interest penalties. Any contractor who violates Section 7.1, above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Section calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirements may also result in a contractor being suspended or debarred.

7.3 Subcontract Clause Requirements. The prime contractor shall include in each of its subcontracts:

(a) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and

(b) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract

(i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153).

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(c) a clause in its subcontracts requiring the subcontractor to:

(i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and

(ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

### 8. Bonds.

8.1 At least 30 days prior to commencement of construction under this Agreement (Payment Milestone No. 5.a in Appendix G of Proposal), the Contractor will furnish to the County a performance bond, and a payment bond, or other form of financial assurance (e.g. escrow accounts, casualty insurance, letter of credit, etc.) approved by the County and in the forms set forth in Exhibits A and B, for 100% of all construction costs of this contract in the amount of \$4,306,635.19 ("Construction Costs"), except as otherwise provided in Section 8.3.

8.2 The Contractor shall, unless otherwise directed by the County, increase the amount of the bonds from time to time to reflect increases in the Construction Cost and deliver evidence thereof to the County within ten (10) business days after any increase in the Construction Costs.

8.3 Performance and payment bonds shall remain valid and in effect throughout the length of the Term, or as otherwise required by law. Upon completion of construction, the amount of the performance and payment bonds shall be reduced to 100% of the maintenance and monitoring portion of the contract in the amount of \$307,616.80. It shall be the Contractor's responsibility to ensure that the bonds remain in effect and to pay all premiums.

### 9. Term and Termination.

9.1 **Term.** This Agreement shall commence upon Contractor's receipt of the Notice to Proceed from the County and shall continue thereafter for a period of 7 (seven) years (the "**Initial Term**"), unless sooner terminated pursuant to this Section 9.3.

9.2 **Renewal.** The Parties may renew this Agreement for up to one (1) additional three (3) year terms by written mutual agreement ("**Renewal Term**" and together with the Initial Term, the "**Term**").

9.3 **Termination for Convenience.** The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all compensation earned by Contractor up to the date of termination. However, the Contractor

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shall not be reimbursed for any damages or anticipatory profits that have not been earned up to the date of termination.

9.4 **Termination for Default.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any material provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Agreements. Damages may include excess procurement costs.

### 10. Warranty of Construction.

10.1 In addition to any other warranties at law or set out elsewhere in this Agreement, the Contractor warrants for a five (5) year period after Substantial Completion of the work, that the Services performed under this Agreement conform to the Agreement requirements and is free of any material defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of its subcontractors or suppliers at any tier. With respect to any part of the work which the County takes possession of prior to final acceptance, such warranty shall continue for a period of five (5) years from the date the County takes possession. Under this warranty, the Contractor shall remedy at the Contractor's expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to such work repaired or replaced hereunder will run for one (1) year from the date of such repair or replacement. (The one (1) year warranty term does not apply to federal funded projects).

10.2 The term "Substantial Completion" means the date the construction portion of the Services (or designated portion thereof) has progressed to a point where, in the opinion of the County, the Project is sufficiently complete, in accordance with the Contract Documents, so that the Project (or designated portion thereof) can be utilized for the purposes for which it is intended. In no case, shall Substantial Completion be considered for any portion of the Project located on residential property that has not had fine grading and permanent stabilization approval.

11. Indemnification. The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents



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and employees, in connection with or arising out of the performance of the Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

12. Insurance Coverage. The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature. The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein. The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement. The Contractor has in force or shall obtain and provide to Prince George's County, Maryland evidence of commercial insurance coverage for the following exposure:

### WORKER'S COMPENSATION

An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: MARYLAND STATE STATUTORY LIMITS		
Employer's Liability:	Each Accident	\$500,000
Disease Policy Limits		\$500,000
Disease - Each Employee		\$500,000

### COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

### BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$3,000,000/\$5,000,000 per occurrence/aggregate	
PREMISES MEDICAL PAYMENTS	\$5,000
PERSONAL INJURY / ADVERTISING	\$1,000,000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Agreement. The CGL insurance requirements may be satisfied by a primary policy or by a combination of primary and excess policies.

### AUTOMOBILE LIABILITY INSURANCE

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An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

**BODILY INJURY AND PROPERTY DAMAGE LIABILITY (AUTOMOBILE)**

\$1,000,000 Combined Single Limit

**CONTRACTORS POLLUTION LIABILITY INSURANCE**

\$1,000,000 per occurrence/aggregate

**MISC. PROFESSIONAL LIABILITY INSURANCE**

A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

The Contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Department and/or the County "Certificate of Insurance", as evidence of such insurance coverage stated above, which shall list "Prince George's County, Maryland" as an additional insured and certificate holder of the Contractor's policy, except Workers Compensation, for services provided in accordance with this Agreement and provide that the County shall be notified by the insurer at least thirty (30) days prior to cancellation, except ten (10) days' notice of cancellation shall be provided for non-payment of premium, of any such coverage.

The certificate of insurance shall be sent to:

Prince George's County, Maryland  
Department of the Environment  
Stormwater Management Division  
Attention: Program Administrator  
1801 McCormick Drive, Suite 500  
Largo, Maryland 20774

The certificate holder is:

Prince George's County, Maryland  
Office of Central Services  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774

13. Notices. All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County: Prince George's County, Maryland

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Department of the Environment  
Stormwater Management Division  
Attention: Program Manager  
1801 McCormick Drive, Suite 500  
Largo, Maryland 20774

To Contractor: GV-Petro Joint Venture LLC  
c/o Petro LLC  
Attn: Kathleen Litchfield  
16401 Old Central Avenue  
Upper Marlboro, MD 20774

and

GV-Petro Joint Venture LLC  
c/o GreenVest, LLC  
Attn: Douglas Lashley  
4201 Northview Drive  
Suite 202  
Bowie, Maryland 20716

**14. Force Majeure.**

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of thirty (30) days following written notice

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given by it under this Section 14, either party/the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

### 15. Miscellaneous.

15.1 Confidentiality. The parties acknowledge that information it obtains from the disclosing party (the "Discloser") in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the "Receiver") agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the Term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser's account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver's professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver's possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

15.2 Status of Contractor. The Contractor is deemed by this Agreement to be an independent contractor and as such is not entitled to the benefits or rights of County employees within and under the provisions of Subtitle 16 of the County Code, and therefore, shall not be entitled to any County fringe benefits, including, but not limited to, retirement or life insurance, annual leave, sick leave or holiday leave.

Further, the parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit the County to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the County.

15.3 Non-Hiring of County Employees. The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

15.4 Binding Effect/Assignment. The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This agreement shall be deemed personal to the parties hereto, and shall not be assigned, delegated or subcontracted without the prior written consent of the County.

15.5 Severability. In case any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in

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any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.6 Certification of Signatures/Authorized Persons. The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

15.7 Further Assurances. The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

15.8 Recitals. The Recitals are expressly incorporated herein by reference.

15.9 Interpretation. This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

15.10 Cumulative Rights; Waivers. Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Agreement Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Agreement Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

15.11 Compliance with Local, State and Federal Rules, Regulations and Laws. The Contractor shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.

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15.12 Ownership of Documents. All documents prepared or obtained by the Contractor relating to the subject matter hereof are, and shall remain the property of the County. In the event of termination of services, any information or documentation contained in the Contractor's files shall be disposed of according to instructions from the County.

15.13 Headings. All headings and descriptive headings of sections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

15.14 Entire Agreement: Governing Law. This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral). This Agreement can only be modified in writing signed by duly authorized representatives of both parties hereto. This Agreement shall be governed by and interpreted under the laws of Prince George's County and the State of Maryland.


15.15 Execution in Counterparts. This Agreement may be executed in several counterparts and when so executed shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not a signatory to the original and the same counterpart.

**[Signature Page Follows]**

CONTRACTOR SERVICES AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove written.

GV-PETRO JOINT VENTURE LLC

  
WITNESS

  
By: Petro LLC, Managing Party  
Kathleen Litchfield, President

  
WITNESS


  
By: GreenVest, LLC, Co-Joint Venturer  
Douglas Lashley, Managing Member

PRINCE GEORGE'S COUNTY, MARYLAND

  
Floyd E. Holt (Jan 7, 2021 10:47 EST)

Floyd E. Holt  
Deputy Chief Administrative Officer  
for Government Infrastructure, Technology  
and Environment

Reviewed and Approval Recommended

  
Joseph P. Gill  
Director  
Department of the Environment

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Final Audit Report

2021-01-07

Created:	2021-01-07
By:	Karen Kelly (KPKelly@co.pg.md.us)
Status:	Signed
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