

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: WGL ENERGY SERVICES, INC 8614 WESTWOOD CENTER DRIVE SUITE 1200 Vienna, VA 22182	DATE ISSUED: November 16, 2017
	CURRENT CONTRACT NO: 18-108-R
	CONTRACT TITLE: Provision Of Natural Gas
	PRIOR CONTRACT NO: 608-13

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective December 1, 2017 and expires on July 31, 2021

The contract documents consist of the terms and conditions of Arlington County Agreement No 18-108-R and Fairfax County Contract 4400007061, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1. REFER TO EXHIBIT A - CONFIRMATION FIRM GAS (ATTACHED)
2. PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

1. ARLINGTON COUNTY AGREEMENT NO. 18-108-R
2. CONFIRMATION - FIRM GAS - WGL FOR ARLINGTON COUNTY
3. FAIRFAX COUNTY CONTRACT 4400007061

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: <u>Kent Peterson</u>	TELEPHONE NO.: <u>703-287-9496</u>
	EMAIL ADDRESS: <u>kent.peterson@wglenergy.com</u>
COUNTY CONTACT: <u>John Morrill</u>	TELEPHONE NO.: <u>703-228-4426</u>
	EMAIL ADDRESS: <u>JMorrill@arlingtonva.us</u>

ISSUED BY:

DISTRIBUTION

Igor Scherbakov
Procurement Officer

VENDOR: 1
BID FOLDER: 2

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 18-108-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between WGL Energy Services, Inc of 8614 Westwood Center Drive, Suite 1200 Vienna, VA 22182 ("Contractor"), a Delaware Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A (Confirmation - Firm Gas from Contractor for Arlington County), Exhibit B (Fairfax County Contract Number 4400007061), Exhibit B "incorporated herein by reference), and any exhibits or amendments applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Fairfax County.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

1. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on December 1, 2017 and shall be completed no later than July 31, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provision of natural gas.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the

Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within 2 months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review the Contractor's records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to such audit.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Kent Peterson
WGL Energy Services
8614 Westwood Center Drive 11th floor
Vienna, VA 22182

TO THE COUNTY:

John Morrill, Project Officer
Arlington County Department of Environmental Services
2100 Clarendon Boulevard, Suite 705
Arlington, VA 22201

AND

Michael Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component

applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

WGL ENERGY SERVICES, INC

AUTHORIZED
SIGNATURE: Igor Scherbakov

AUTHORIZED
SIGNATURE: 

for NAME AND
TITLE: Michael Bevis
Purchasing Agent

NAME AND
TITLE: Sanjiv Mahan, President

DATE: 11/17/2017

DATE: 11/17/2017

**EXHIBIT A - CONFIRMATION
FIRM GAS**

THIS FIRM GAS CONFIRMATION is effective 11/17/2017 by and between WGL Energy Services, Inc. ("Seller") and Arlington County, VA ("Buyer") for the sale and delivery of Buyer's full requirements for all accounts listed on Attachment A, and is subject to the terms and conditions of the Fairfax County Contract Number # 4400007061, pursuant to Invitation to Bid (IFB) No. 2000001926 executed by both parties. It is understood that Buyer has a Firm Delivery service Agreement with its LDC. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite Utility load profile and rate classification.

Buyer's Utility: Washington Gas **Transportation Rate Schedule(s):** Firm Burner Tip + Storage + Balancing

All prices quoted are to the "Burner Tip", and include balancing charges, as provided on the website; <http://www.wglholdings.com/>, an adjustment for lost and unaccounted for gas and wet to dry conversion, and storage charges. All accounts will be billed based on Buyer's consumption. Prices are subject to change prior to written confirmation by Seller.

Billing: Utility Billing

If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

Tax:

Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

Buyer Name: Arlington County, VA

DELIVERY PERIOD: The Delivery Period of this Confirmation shall be from December 01, 2017 to July 31, 2021 (44 months).


FIXED PRICE: \$0.461/therm (\$4.61/Dth) to the "Burner Tip"

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** Procurement Officer

Print Name: Igor Scherbakov **Tax Exempt:** Yes No _____ **Date:** 11/17/2017

Seller: WGL Energy Services, Inc.

By:  **Date:** 11/17/2017
Sanjiv Mahan, President

Account Manager: Kent Peterson

25259.210656.000: Arlington County, VA

Attachment "A": Account Information (60 account(s))

Account Data: All volumes measured in therms per day unless otherwise noted.

Account Manager: Kent Peterson Phone: 703-287-9496 Fax: 703-287-9401

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
Arlington County #320001924069 WGV Firm 2050 S Walter Reed Dr Arlington VA 22204	4.0	3.7	2.7	1.4	0.5	0.2	0.2	0.2	0.3	1.1	2.3	3.5	607.8
Arlington County #320002842922 WGV Firm 1810 N Edison St Arlington VA 22207-1938	52.6	48.4	33.9	16.3	4.5	0.3	0.0	0.0	1.1	12.4	29.1	45.8	7383.2
Arlington County #320003613678 WGV Firm 3550 Wilson Blvd Arlington VA 22201-2322	52.5	50.6	43.8	35.6	30.1	28.2	28.0	28.0	28.5	33.8	41.6	49.4	13662.9
Arlington County #320000804858 WGV Firm 2800 S Stafford St Arlington VA 22206-2295	128.3	122.1	100.6	74.8	57.5	51.3	50.8	50.8	52.4	69.0	93.6	118.2	29408.8
Arlington County #320004200848 WGV Firm 2411 24th St N # A Arlington VA 22207-4905	14.1	13.1	9.6	5.5	2.7	1.7	1.7	1.7	1.9	4.6	8.5	12.5	2346.8
Arlington County #320000825622 WGV Firm 2800 S Taylor St Arlington VA 22206-2261	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	357.7
Arlington County #320000805491 WGV Firm 4250 29th St S Arlington VA 22206-2234	9.5	8.7	6.1	2.9	0.8	0.1	0.0	0.0	0.2	2.2	5.2	8.2	1328.2
Arlington County #320004307486 WGV Firm 1400 N Uhle St Arlington VA 22201	128.9	118.6	82.9	40.0	11.1	0.8	0.0	0.0	2.6	30.3	71.3	112.1	18084.4
Arlington County #320000846552 WGV Firm 4202 28th St S Arlington VA 22206-2210	2.2	2.0	1.5	0.9	0.5	0.4	0.4	0.4	0.4	0.8	1.4	1.9	387.4
Arlington County #320003774553 WGV Firm 909 S DINWIDDIE ST #GEN Arlington VA 22202	170.0	157.9	116.4	66.4	32.8	20.7	19.8	19.8	22.8	55.1	102.8	150.5	28295.3
Arlington County #320001887571 WGV Firm 3401 S Glebe Rd #BIO Arlington VA 22202-2324	505.2	464.7	325.0	156.8	43.6	3.0	0.0	0.0	10.2	118.6	279.4	439.5	70885.2
Arlington County #320004308104 WGV Firm 1425 N Courthouse Rd Arlington VA 22201-2685	107.3	98.7	69.0	33.3	9.3	0.6	0.0	0.0	2.2	25.2	59.3	93.4	15057.0
Arlington County #320000895435 WGV Firm 5711 4th St S Arlington VA 22204-1129	7.9	7.3	5.2	2.6	0.9	0.3	0.2	0.2	0.4	2.0	4.5	6.9	1159.6
Arlington County #320002569848 WGV Firm 1801 N George Mason Dr Arlington VA 22207	36.7	33.7	23.6	11.4	3.2	0.2	0.0	0.0	0.7	8.6	20.3	31.9	5144.0

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Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
Arlington County #320004340578 WGV Firm 2422 N Fillmore St Arlington VA 22207-4931	43.3	39.9	28.3	14.3	4.9	1.5	1.3	1.3	2.1	11.1	24.5	37.8	6360.2
Arlington County #320004307833 WGV Firm 2049 15th St N Arlington VA 22201	57.1	52.5	36.7	17.7	4.9	0.3	0.0	0.0	1.2	13.4	31.6	49.6	8005.6
Arlington County #320004309706 WGV Firm 2020 14TH ST N Arlington VA 22201	216.3	199.1	139.5	67.9	19.7	2.4	1.1	1.1	5.5	51.6	120.1	188.3	30596.3
Arlington County #320001792276 WGV Firm 3402 S Glebe Rd # Gen Arlington VA 22202-2325	35.1	35.1	35.1	35.1	35.1	35.1	35.1	35.1	35.1	35.1	35.1	35.1	12800.6
Arlington County #320004308054 WGV Firm 1435 N Court House Rd Arlington VA 22201-2640	1230.4	1165.7	942.3	673.4	492.5	427.6	422.8	422.8	439.1	612.4	869.4	1125.4	267626.6
Arlington County #320001445438 WGV Firm 735 18th St S # REAR Arlington VA 22202-2738	72.8	68.6	54.1	36.7	25.0	20.8	20.5	20.5	21.5	32.7	49.4	66.0	14809.4
Arlington County #320000824351 WGV Firm 4200 S Four Mile Run Dr Arlington VA 22206-1189 Arlington County	56.9	52.4	37.1	18.6	6.1	1.6	1.3	1.3	2.4	14.4	32.0	49.7	8275.2
Arlington County #320003302538 WGV Firm 1015 N Quincy St Arlington VA 22201-4603	207.0	192.1	140.8	78.9	37.4	22.4	21.3	21.3	25.1	64.9	124.0	182.8	33831.3
Arlington County #320000841116 WGV Firm 2701 S Nelson St Arlington VA 22206-2308	18.3	16.9	11.8	5.7	1.6	0.1	0.0	0.0	0.4	4.3	10.1	16.0	2572.2
Arlington County #320000805723 WGV Firm 4260 28th St S Arlington VA 22206-2210	9.2	8.4	5.9	2.8	0.8	0.1	0.0	0.0	0.2	2.2	5.1	8.0	1286.2
Arlington County #320003099175 WGV Firm 3282 Fairfax Dr Arlington VA 22201-4410	9.2	8.5	5.9	2.9	0.8	0.1	0.0	0.0	0.2	2.2	5.1	8.0	1297.5
Arlington County #320000698292 WGV Firm 1401 28th St S Arlington VA 22206	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.7
Arlington County #320000724726 WGV Firm 1554 Columbia Pike Arlington VA 22204	60.6	56.2	41.4	23.5	11.4	7.1	6.8	6.8	7.8	19.4	36.5	53.6	10012.5
Arlington County #320001110255 WGV Firm 5722 Lee Hwy #BLR Arlington VA 22207-1455	34.9	32.1	22.4	10.8	3.0	0.2	0.0	0.0	0.7	8.2	19.3	30.4	4895.3
Arlington County #320000846768 WGV Firm 4300 29th St S Arlington VA 22206	89.5	82.6	58.7	30.0	10.7	3.7	3.2	3.2	4.9	23.5	50.9	78.3	13278.1
Arlington County #320002242305 WGV Firm 3103 9th Rd N Arlington VA 22201-2125	24.9	23.2	17.5	10.6	6.0	4.3	4.2	4.2	4.6	9.0	15.6	22.2	4424.1

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
Arlington County #320001923913 WGV Firm 1900 S Walter Reed Dr Arlington VA 22204-5113	57.9	53.6	38.9	21.2	9.3	5.0	4.7	4.7	5.8	17.2	34.1	51.0	9179.0
Arlington County #320004210508 WGV Firm 300 N Park Dr Arlington VA 22203	37.8	34.8	24.3	11.7	3.3	0.2	0.0	0.0	0.8	8.9	20.9	32.9	5309.3
Arlington County #320004664233 WGV Firm 6950 Little Falls Rd Arlington VA 22213-1731	90.7	83.8	59.9	31.2	11.9	4.9	4.4	4.4	6.2	24.7	52.1	79.5	13720.4
Arlington County #320000845604 WGV Firm 4251 28th St S Arlington VA 22206-2209	132.8	122.7	88.2	46.5	18.5	8.5	7.7	7.7	10.2	37.1	76.9	116.5	20358.9
Arlington County #320002714055 WGV Firm 1527 Clarendon Blvd Arlington VA 22209-2701	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	620.5
Arlington County #320001792383 WGV Firm 3108 S EADS ST #STOR Arlington VA 22202	4.7	4.4	3.0	1.5	0.4	0.0	0.0	0.0	0.1	1.1	2.6	4.1	664.4
Arlington County #320000973992 WGV Firm 5722 Lee Hwy Arlington VA 22207-1455	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	704.5
Arlington County #320001887373 WGV Firm 3401 S Glebe Rd #6 Arlington VA 22202	150.1	139.0	100.8	54.8	23.9	12.8	12.0	12.0	14.8	44.4	88.3	132.1	23746.7
Arlington County #320001516477 WGV Firm 4845 Lee Hwy Arlington VA 22207-2530	28.2	26.0	18.3	9.1	2.8	0.6	0.4	0.4	1.0	7.0	15.8	24.6	4060.4
Arlington County #320001245721 WGV Firm 2909 16th St S Arlington VA 22204	88.9	85.1	72.0	56.2	45.6	41.8	41.6	41.6	42.5	52.7	67.7	82.7	21802.6
Arlington County #320001598392 WGV Firm 4805 Wilson Blvd Arlington VA 22203-1563	56.8	52.2	36.5	17.6	4.9	0.3	0.0	0.0	1.2	13.3	31.4	49.4	7964.2
Arlington County #320003502228 WGV Firm 3600 N Powhatan St Arlington VA 22213-1421	0.4	0.3	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.3	64.8
Arlington County #320000804296 WGV Firm 2700 S Taylor St Arlington VA 22206	89.4	83.2	62.0	36.4	19.2	13.0	12.5	12.5	14.1	30.6	55.0	79.4	15360.5
Arlington County #320000845984 WGV Firm 2701 S Taylor St Arlington VA 22206-2224	230.4	212.2	149.7	74.4	23.7	5.6	4.2	4.2	8.8	57.3	129.3	201.0	33266.7
Arlington County #320000846347 WGV Firm 4200 28th St S #TC6 Arlington VA 22206-2210	70.4	64.9	45.8	22.9	7.5	1.9	1.5	1.5	2.9	17.7	39.6	61.5	10222.5
Arlington County #320004785517 WGV Firm 3608 Military Rd Arlington VA 22207-4830	8.6	7.9	5.5	2.7	0.7	0.1	0.0	0.0	0.2	2.0	4.7	7.5	1203.1

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Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
Arlington County #320000846172 WGV Firm 4200 28th St S # TC5 Arlington VA 22206-2210	39.1	36.3	26.9	15.6	8.0	5.3	5.1	5.1	5.8	13.0	23.9	34.6	6617.1
Arlington County #320002150193 WGV Firm 3827 N Stafford St Arlington VA 22207-4512	121.0	111.4	78.4	38.6	11.8	2.2	1.5	1.5	3.9	29.6	67.6	105.4	17311.6
Arlington County #320000870545 WGV Firm 3308 S Stafford St Arlington VA 22206-1904	167.1	155.0	113.3	63.1	29.4	17.2	16.4	16.4	19.4	51.7	99.7	147.5	27119.8
Arlington County #320001460841 WGV Firm 735 18th St S Arlington VA 22202	71.3	65.5	45.8	22.1	6.2	0.4	0.0	0.0	1.4	16.7	39.4	62.0	9996.7
Arlington County #320001793225 WGV Firm 3401 S Glebe Rd Arlington VA 22202	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.7
Arlington County #320000823692 WGV Firm 4240 S Four Mile Run Dr Arlington VA 22206-1189	11.5	10.6	7.4	3.6	1.0	0.1	0.0	0.0	0.2	2.7	6.4	10.0	1618.9
Arlington County #320001921503 WGV Firm 2900 S Eads St Arlington VA 22202-4011	39.0	35.9	25.1	12.1	3.4	0.2	0.0	0.0	0.8	9.2	21.6	34.0	5475.7
Arlington County #320000822199 WGV Firm 3806A S Four Mile Run Dr Arlington VA 22206-2305	8.0	7.3	5.1	2.5	0.7	0.1	0.0	0.0	0.2	1.9	4.4	6.9	1120.1
Arlington County #320004471894 WGV Firm 1020 N Hudson St Arlington VA 22201	92.3	84.9	59.6	29.1	8.6	1.2	0.6	0.6	2.5	22.2	51.3	80.4	13093.1
Arlington County #320001182619 WGV Firm 500 S Glebe Rd Arlington VA 22204-1625	73.1	67.4	47.6	23.8	7.8	2.0	1.6	1.6	3.0	18.4	41.1	63.8	10611.1
Arlington County #320000840175 WGV Firm 3700 S Four Mile Run Dr Arlington VA 22206-2304	80.4	74.9	55.8	32.9	17.4	11.9	11.5	11.5	12.9	27.7	49.6	71.4	13860.3
Arlington County #320001229725 WGV Firm 4100 OLD DOMINION DR Arlington VA 22207	57.5	53.3	38.7	21.2	9.4	5.2	4.8	4.8	5.9	17.2	33.9	50.6	9149.4
Arlington County #320003774314 WGV Firm 909 S DINWIDDIE ST Arlington VA 22202	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	65.7
Arlington County #320002569699 WGV Firm 1725 N George Mason Dr Arlington VA 22205	76.7	70.6	49.4	23.9	6.8	0.6	0.2	0.2	1.7	18.1	42.5	66.8	10804.4
Totals	5273.0	4910.9	3661.0	2156.6	1144.1	781.0	754.3	754.3	845.5	1814.9	3252.8	4685.5	909278.7

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Volume By LDC

LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
WGV	5273.0	4910.9	3661.0	2156.6	1144.1	781.0	754.3	754.3	845.5	1814.9	3252.8	4685.5	909278.7
Total	5273.0	4910.9	3661.0	2156.6	1144.1	781.0	754.3	754.3	845.5	1814.9	3252.8	4685.5	909278.7

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