NOTICE OF RENEWAL OF CONTRACT

TO: LOUDOUN SERVICES, INC.
37224 E. RICHARDSON LANE
PURCELLVILLE, PA 20132

DATE ISSUED: DECEMBER 28, 2011

CONTRACT NO: 31-11

CONTRACT TITLE: DES - CNG FUEL SITE MAINTENANCE

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective JANUARY 1, 2012 and expires on DECEMBER 31, 2012.

This is the SIXTH year award notice of a possible TEN year contract.

The contract documents consist of the terms, conditions, and specifications of Agreement No. 395-06 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO EXHIBIT B OF AGREEMENT NO. 395-06

2) PRICING FOR THIS EXTENSION TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON JULY CPI-U

ATTACHMENTS:

1) AMENDMENT NOS. 1-5
2) AGREEMENT NO. 395-06

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ED NEWTON
TELEPHONE NO.: 800-338-9843
EMAIL ADDRESS: CNEWTON757@AOL.COM

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 23-1716119

COUNTY CONTACT: KELLEY MACKINNON
COUNTY TEL. NO.: 703-228-7547
COUNTY EMAIL: KMACKINNON@ARLINGTONVA.US

CONTRACT AUTHORIZATION

[Signature]
Mr. Ashley Barnes
Procurement Officer

12-28-11
Date

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 395-06
AMENDMENT NUMBER 5
REFERENCE NUMBER 31-11

This Amendment Number 5 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 395-06 as amended by Amendments No. 1, 2, 3, and 4 ("Main Agreement") and made between Loudoun Services, Inc., t/a LSI, 37224 S. Richardson Ln., Purcellville, VA 20132 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "TIME OF COMPLETION" PARAGRAPH TO READ AS FOLLOWS:

TIME OF COMPLETION
Work under this Agreement shall continue from January 1, 2012 until December 31, 2012 (Fifth Subsequent Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract terms for not more than four (4) additional twelve (12) month periods from January 1, 2013 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LOUDOUN SERVICES, INC.
T/A/ LSI

TAXPAYER ID NUMBER: 54-1404736

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12-28-11

AUTHORIZED SIGNATURE: [Signature] Ed Newton
NAME AND TITLE: Ed Newton, President
DATE: 12-15-11
This Amendment Number 3 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 395-06 as amended by Amendments No. 1, 2, and 3 ("Main Agreement") and made between Loudoun Services, Inc., t/a LSI, 37224 E. Richardson Ln., Purcellville, VA 20132 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "TIME OF COMPLETION" PARAGRAPH TO READ AS FOLLOWS:

TIME OF COMPLETION
Work under this Agreement shall continue from January 1, 2011 until December 31, 2011 (Fourth Subsequent Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract terms for not more than five (5) additional twelve (12) month periods from January 1, 2012 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12/22/10

LOUDOUN SERVICES, INC.
T/A/ LSI

AUTHORIZED SIGNATURE:
NAME AND TITLE: Ed Newton
TAXPAYER ID NUMBER: 54-1404736
DATE: 12/14/10
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 395-06
AMENDMENT NUMBER 3.

REFERENCE NUMBER 30-10

This Amendment Number 3 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 395-06 as amended by Amendments No. 1 and 2 ("Main Agreement") and made between Loudoun Services, Inc., t/a LSI, 37224 E. Richardson Ln., Purcelville, VA 20132 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "TIME OF COMPLETION" PARAGRAPH TO READ AS FOLLOWS:

TIME OF COMPLETION

Work under this Agreement shall continue from January 1, 2010 until December 31, 2010 (Third Subsequent Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract terms for not more than six (6) additional twelve (12) month periods from January 1, 2011 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LOUDOUN SERVICES, INC.
T/A/ LSI

TAXPAYER ID NUMBER: 54-1404736

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR
TITLE: PURCHASING AGENT
DATE: 12/17/09

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: ED NEWTON, PRESIDENT
DATE: 12-17-09
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 395-06
AMENDMENT NUMBER 2.

REFERENCE NUMBER 15-09

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 395-06 as amended by Amendment No. 1 (Main Agreement) and made between Loudoun Services, Inc., t/a LSI, 37224 E. Richardson Lane., Purcellville, VA 20132 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "TIME OF COMPLETION" PARAGRAPH TO READ AS FOLLOWS:

TIME OF COMPLETION
Work under this Agreement shall continue from January 1, 2009 until December 31, 2009 (Second Subsequent Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract unit prices for not more than seven (7) additional twelve (12) month periods from January 1, 2009 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 12/15/08

LOUDOUN SERVICES, INC.
T/A/ LSI

TAXPAYER ID NUMBER: 54-1404736

SIGNED BY: [Signature]
PRINT NAME: ED NEWTON
AND TITLE: PRESIDENT
DATE: 12/11/08
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 395-06
AMENDMENT NUMBER 1.

REFERENCE NUMBER 404-07

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 395-06 (Main Agreement) and made between Loudoun Services, Inc., t/a LSI, 37224 E. Richardson Ln., Purcellville, VA 20132 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "TIME OF COMPLETION" PARAGRAPH TO READ AS FOLLOWS:

TIME OF COMPLETION
Work under this Agreement shall continue from January 1, 2008 until December 31, 2008 (first Subsequent Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract unit prices for not more than eight (8) additional twelve (12) month periods from January 1, 2008 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LOUDOUN SERVICES, INC.
T/A/ LSI

TAXPAYER ID NUMBER: 54-1404736

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 9/25/07

SIGNED BY: [Signature]
PRINT NAME: Ed Newton
AND TITLE: President
DATE: 9/25/07
THIS AGREEMENT is made, on the date of execution by the County, between Loudoun Services, Inc., t/a LSI, 37224 E. Richardson Ln., Purcellville, VA 20132 (Contractor) a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Contract Rates). 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.

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 this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement.

SCOPE OF WORK
The Contractor will furnish all labor, materials, and equipment for the provision of preventative and system maintenance for compressed natural gas fueling site located at 4225 28th Street South, South Taylor Street, Arlington, Virginia, and all other work shown, described and required in the Contract Documents (alternatively, the "Work").

The Work shall be performed according to the standards established by the terms and specifications of Exhibit B. It shall be the obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications in a timely way so as not to delay the progress of the Work. 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 solely the Contractor's cost, to provide sufficient services 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 its Work.

TIME OF COMPLETION
Work under this Agreement will commence on January 1, 2007 and shall continue until December 31, 2007 (Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, and Amendment to this Agreement, authorize continued operations of the Contractor under the same contract unit prices for not more than nine additional twelve (12) month periods from January 1, 2008 to December 31, 2016 (Each period is referred to as "Subsequent Contract Term"). No Work shall be deemed complete until it is accepted by the Project Officer.

CONTRACT AMOUNT
The County will pay the Contractor according to the Contract Rates shown in Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work at the Contract Rates specified in this section unless such amount is modified as provided in this Agreement. The Contract Rates include all of Contractor's costs and fees (profit).

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

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, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary 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
such 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, so that the provisions will be binding upon each subcontractor or vendor.

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 a controlled substance or marijuana 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, 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 in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana curing the performance of the contract.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state 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, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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 or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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 payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, 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.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. 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 shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County

295-06
Purchasing Resolution. 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 Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seventy (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 that remain unpaid after seven (7) 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 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 a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.
SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the worksite.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
• The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County 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 Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall make evidence of all manufacturers' warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of
inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

INSPECTION, ACCEPTANCE AND TITLE
Inspection and acceptance by the County will be at the work site in Arlington County, Virginia and within ten days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored off-site by the Contractor.

Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the County of all work under this Agreement. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

WORK SITE DAMAGES
Any damage to property, whether owned by the County or others, resulting from work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) 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 Purchase Order by 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.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Urdadjusted, Urban Areas (CPI-U) for the twelve (12)
month period ending in June of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

**TERMINATION FOR DEFAULT**

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), 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.

In the event any termination for default 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.

**TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the 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 affected 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.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all 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.

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.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR. AND TITLE: PURCHASING AGENT

DATE: 12/28/06

LOUDOUN SERVICES, INC T/A/ LSI

SIGNED BY: [Signature]

PRINT NAME: [Signature] AND TITLE: [Signature]

DATE: 12/19/06

TAXPAYER ID NUMBER: 54-1404736

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295-06
EXHIBIT A

SCOPE OF WORK

1. Background Information:

The CNG fuelling site, located at 4225 28th Street South, South Taylor Street, Arlington, Virginia (the Site) will be utilized primarily for the County's "ART" fleet of 30 buses. Other County agencies will utilize it on an as need basis, primarily when other optional sites are not available. The Site will be accessible seven (7) days a week, twenty-four hours per day, holidays included. The 24-hour operational days will run from 12:00 a.m. to 11:59 p.m. The County reserves the right to change hours of operations during emergencies.

Following is a list of the equipment at the Site:

- Two (2) refurbished Duplex Bauer C23D Compressors - installed to operate on a lead-lag configuration.
- Two (2) New Bauer Discharge Dryers - 
  One (1) Priority ESD Panel with PCP/IP interface
  One (1) Single recovery system designed for operation with two (2) Bauer compressors.
- Three (3) refurbished ASME Cascade spheres (2-48", 1 - 60"").
- Two (2) new Kraus Dispensers - three (3) supply, single hose rated at 1000 SCFM equipped with an in-line breakaway.
- EJ WARD Reader.

Warranty on the above equipment is as follows:

New Equipment - 12 months from date of installation or 18 months from date of shipping from factory, whichever comes first.

Refurbished Equipment - 90 days from the date of installation.

2. Work Requirements

The Contractor shall perform a bi-monthly preventive maintenance on the Site, consisting of at least six (6) on-site services including, but not limited to cartridge and oil changes of the compressors, a thorough inspection of and the operation of the compressors, and a once a year filter change in the dispensing unit. The Contractor shall perform this Work (including provision of the required parts) at the annual rate identified in Exhibit B.

If the Contractor, at the time of performing the preventative service, identifies any additional work needed for correct operation of the equipment at the Site, the Contractor shall submit to the County Project Officer a proposal for such additional work, using the Contract Rate identified in Exhibit B. The Contractor may perform only the additional work approved and required in writing by the County Project Officer.

At least sixty (60) calendar days before the end of each Contract Term, the Contractor and the County Project Officer shall evaluate the
previous maintenance record at the Site to identify any adjustments that may be needed to the Scope of Work. The Contractor shall, no later than thirty (30) calendar days before the end of each Contract Term, submit to the County Project Officer a written proposal for these adjustments and associated costs. Adjustments and associated costs, as negotiated by both parties, and accepted by the County Project Officer may be included in this Agreement by a written Amendment signed by both parties.

3. Downtime/Disruption of Service

During regular daytime hours (8:00 AM - 4:00 PM, Monday through Friday), the Contractor shall respond, be on the Site, and start performing required work within two (2) hours from receipt of a notice(s) from the County of failure of equipment (non emergency), any needed non-emergency scheduled down time that would not disrupt service; as well as any automatic shut down due to an emergency situation where continued operation would be unsafe. After hours (4:01 PM - 7:59 AM, Monday through Friday) and on weekends (Saturday and Sunday) the Contractor shall respond, be on the Site, and start performing required work within two (2) hours from receipt of a notice(s) from the County of failure of equipment.

The Contractor shall perform these services at the rates identified in Exhibit B.

4. Reports

The Contractor shall maintain records, and provide copies to the County at its request, of all preventative services work, responses to County calls for service, and performed repairs. The Contractor shall provide to the County Project Officer a monthly report (in a format acceptable to the County) identifying the nature and status of each of these responses and/or repairs, including all required warranty services performed.

The Contractor shall also maintain Station Maintenance Logbook(s) and shall make it available to the County Project Officer for review upon request.

The Contractor shall report immediately to the County staff identified below all safety and emergency related problems that may pose an immediate danger to personnel or property.

County’s Contacts for Emergencies: Andrea Dawood
ART Operations Manager
Phone Number: 703-228-7502
Pager/Cell: 571-641-6164

Kelley MacKinnon
Transit Operations Coordinator
Phone Number: 703-228-7547
Pager/Cell: 571-238-2822
5. **Liquidated Damages**

The County specifies that ensuring that the CNG Fueling Site service is operating without interruption and in a safe manner is of the essence under this Contract. Time being of the essence, it is essential to the County that Contractor responds and starts performing the required Work on the Site within the time limits specified in Paragraph 3 (Downtime/Disruption of Service) above. The County and the Contractor agree that damages for failure to respond and start performing the work within these time limits are not susceptible to exact determination but that $250 per occurrence, is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County on demand $250 for each occurrence the County determines that the Contractor failed to respond within the above time limits, as damages caused by such delay and not as a penalty. In addition to this, the County and the Contractor agree that damages for failure to perform proper maintenance, described in Item 2 above, of the equipment on the Site are not susceptible to exact determination but that $250 per day the Site remains inoperable due to the Contractor's failure to perform proper maintenance, is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County on demand $250 for each day the County determines that the Site is inoperable due to the Contractor's failure to perform proper maintenance on the Site.

The County shall be entitled to offset liquidated damages against any sums owed by the County to the Contractor under this Contract.

The Contractor's sole relief for any claim for delay which is caused by the acts and omissions of the County, and due to causes within the County's control shall be the Contractor's direct costs which result from the delay, but only to the extent the Contractor gave the County written notice of such delay and damages at the time they were incurred, and to the extent any damages for delay were actually caused by the County. The Contractor's sole relief on any claims for delay which is not caused by the acts or omissions of the County, or due to causes not within the County's control shall be extension of the time limits specified in Paragraph 3 above. Any claim by the Contractor shall be subject to Virginia Code §2.2-4335.

6. **Payment**

The Contractor shall submit to the County Project Manager a monthly invoice for contracted services as well as any approved additional services to be paid. The County will pay approved invoices within thirty (30) days of approval of invoice. Any liquidated damages assessed by the County against the Contractor will be deducted prior to payment.
EXHIBIT B

CONTRACT RATES

The Contractor shall perform the Work specified in Exhibit A at the annual rate of $7,860.00.

The Contractor shall, during the regular daytime hours (8:00 AM - 4:00 PM, Monday through Friday), perform services required due to failure of equipment (non-emergency), any needed non-emergency scheduled down time that would not disrupt service; as well as any automatic shut down due to an emergency situation where continued operation would be unsafe at $110.00 per hour, with a minimum of four (4) hours.

The Contractor shall, after hours (4:01 PM - 7:59 AM, Monday through Friday) and on weekends (Saturday and Sunday), perform services required due to failure of equipment at $175.00 per hour, with a minimum of four (4) hours.

The Contractor shall perform any additional work, approved and required in writing by the County Project Officer, at the hourly rate of $95.00.