NOTICE OF AWARD OF CONTRACT

TO: TRI GAS & OIL CO. INC.
3941 FEDERALSBURG HWY
FEDERALSBURG, MD 21632

DATE ISSUED: DECEMBER 1, 2010
CURRENT REFERENCE NO: 5-11

CONTRACT TITLE: EMERGENCY FUELING SERVICES
PRIOR REFERENCE NO: 16-10

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 JANUARY 1, 2011 and expires on DECEMBER 31, 2011.

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

The contract documents consist of the terms and conditions of Agreement No. 408-07, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT NO. 408-07 (ATTACHED)
2) SEE AMENDMENT NO. 1

ATTACHMENTS:
AGREEMENT NO. 408-07

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

VENDOR CONTACT: SETH POWELL
VENDOR EMAIL: srpowell@trigas-oil.com
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-0784971

COUNTY CONTACT: ALVIN BOYD

VENDOR TEL. NO.: 888-229-9245
VENDOR FAX. NO.: 410-827-8505
COUNTY TEL. NO.: 703-228-7862

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AMENDMENT NUMBER 2
AGREEMENT NO. 408-07

REFERENCE NO. 5-11

This Amendment Number 1 ("Amendment") is made, on the date of execution by the County, between Tri-Gas & Oil Co., Inc., 3941 Federalsburg Highway, Federalsburg, MD 21632 (Contractor), a Maryland corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under 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.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

REPLACE THE "CONTRACT TERM" PARAGRAPH WITH THE FOLLOWING:

CONTRACT TERM
Work under this Agreement will commence on January 1, 2011, and be completed no later than December 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, 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, 2012 to December 31, 2018. (Each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main 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: 11/24/10

TRI GAS & OIL CO, INC.

SIGNED BY: [Signature]

PRINT NAME: JOHN DALIN
AND TITLE: DIRECTOR - WHOLESALE
DATE: 11/11/10
NOTICE OF CONTRACT AMENDMENT NO. 1

TO: TRIGAS & OIL CO. INC.
3941 FEDERALSBURG HWY
FEDERALSBURG, MD 21632

DATE ISSUED: NOVEMBER 24, 2010
CURRENT REFERENCE NO: 16-10

CONTRACT TITLE: DES - EMERGENCY FUELING SERVICES
PRIOR REFERENCE NO: 19-09

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

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

REFER TO THE ATTACHED AMENDMENT NO. 1 TO AGREEMENT NO. 408-07.

ATTACHMENT

AMENDMENT NO. 1

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

VENDOR CONTACT: SETH POWELL
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-0784971

VENDOR TEL. NO.: 888-229-9245
VENDOR FAX. NO.: 410-827-8505
COUNTY TEL. NO.: 703-228-7862

COUNTY CONTACT: ALVIN BOYD

VENDOR:
BID FOLDER:

CONTRACT AUTHORIZATION

DATE

DISTRIBUTION

PAMELA HAYES
ASSISTANT PURCHASING AGENT
ARLINGTON COUNTY, VIRGINIA
AMENDMENT NUMBER 1
AGREEMENT NO. 408-07
REFERENCE NO. 16-10

This Amendment Number 1 ("Amendment") is made, on the date of execution by the County, between Tri-Gas & Oil Co., Inc., 3914 Federalburg Highway, Federalburg, MD 21632 (Contractor), a Maryland corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under 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.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

CHANGE THE SCOPE OF WORK, EXHIBIT A, AS FOLLOWS:

a. Paragraph 1, at the end of the sentence, delete the period, and add: "including delivery time to and from Arlington County. This includes delivery of Ultra Low Sulphur Diesel (ULSD) to the County’s snow melter at multiple off site locations within the County."

b. Add paragraph 4: The Contractor shall make emergency deliveries of ULSD fuel to the County’s 2600 gallon fuel truck. The price for the dispensed fuel shall be the Baltimore, MD OPIS rack average price for Ultra Low Sulfur Distillate plus $0.3900 per gallon. There would not be a $185.00 per hour fee as described in #1 above and there would not be an additional $0.2500 per gallon fee as described in #3 above.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main 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:
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 11/24/10

TRI GAS & OIL CO., INC.
TAXPAYER ID NUMBER: 52-0784971
SIGNED BY:
PRINT NAME JOHN DALY
AND TITLE: DIRECTOR - WHOLESALE
DATE: 11/11/10

Agreement 16-10
Amendment NO. 1
Page 1 of 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA  22201

AGREEMENT NO. 408-07

THIS AGREEMENT is made, on the date of execution by the County, between Tri-
Gas & Oil Co., Inc., 3941 Federalsburg Highway, Federalsburg, MD 21632
(Contractor), a Maryland 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 and Exhibit A (Scope of
Work). 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 Exhibit A.

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.

SCOPE OF WORK
The Contractor agrees to perform the services and provide the fuel described
in the Contract Documents (alternatively and jointly, the "Work"). The
primary purpose of the Work is to provide to the County on-site tank wagon
delivery of fuel to off road equipment and generators in the event of natural
or man made disaster preventing standard refueling of County's fuel storage
tanks. 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 services set forth in the Contract Documents and 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.

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
Contract.

408-07
CONTRACT TERM
This Agreement shall be effective from the date of County's execution of this Agreement and shall expire on December 31, 2008 (Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. Pursuant to a written amendment to this Agreement executed by both parties, the County may authorize continued operations of the Contractor under the same contract terms for not more than nine (9) additional twelve (12) month periods from January 1, 2009 to December 31, 2018. No Work shall be deemed complete until it is accepted by the Project Officer.

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and at the Contract Rates identified in Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work at the Contract Rates specified in Exhibit A unless such rates are modified as provided in this Agreement. The Contract Rates include all of Contractor's costs and fees (profit).

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

TAXES
The County shall, to the maximum extent permitted by law, assume and be responsible for any and all federal, state and municipal taxes, excises, charges and other fees now or hereafter imposed by any governmental agency or authority that may be applicable to the sale and/or delivery of petroleum products.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

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 during 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 intentional, negligent, or grossly negligent acts or omissions 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, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORIZED 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. The Contractor warrants that it will have the right to convey and will transfer good and merchantable title to all product sold and delivered by it to the County, free and clear of all liens, encumbrances, and claims.

WARRANTY
The Contractor warrants that the products sold to the County under this agreement meet the specifications for those products at the time of delivery. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, merchantability, fitness, or suitability for any particular purpose. In the event of a nonconformity, the correction of the nonconformity, the refund of the price for product returned or not yet delivered, the replacement of the product, or a commercially reasonable allowance against the price, at Contractor’s option, constitutes fulfillment of all liabilities of seller whether the liabilities are based on contract, negligence or otherwise. The Contractor shall not be liable for special, consequential or incidental damages.

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

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 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.

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.
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. Any amounts not paid when due will accrue interest at the annual percentage rate of 18% from the date due until paid in full.

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.

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.

The occurrence of any of the following may constitute County’s default: (a) the failure to pay the Contractor any payment due and payable within the time limits set forth in this Agreement; (b) any representation or warranty made by the County to the Contractor is false or misleading in any material respects; (c) the failure to perform any material covenant or obligation owed to the Contractor; (d) the bankruptcy or insolvency of the County; (e) the failure of the County to satisfy the credit and security requirements of the Contractor; or (f) County Guarantor’s default with respect to any credit support obligation owed to the Contractor.

Upon County’s default, the Contractor may declare the County to be in material breach of its obligations, suspend deliveries, demand County post performance assurances, and seek such other relief to which the Contractor may be entitled at law or equity.

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 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.

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.

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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury (covered by Contractor's Errors and Omissions policy), Completed Operations, Contractual Liability, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

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 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 alternative coverages are submitted to and acceptable to the County.

NONEXCLUSION 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 judgement 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
WITT ASSOCIATES

TAXPAYER
ID (SSN/EIN): 52-0734971

AUTHORISED SIGNATURE:                AUTHORISED SIGNATURE:
NAME AND TITLE: RICHARD D. WARREN, JR. NAME AND TITLE: JOHN DALIMA
TITLE: PURCHASING AGENT TITLE: MANAGER - WHOLESALE FUELS
DATE: 12/13/07 DATE: 12/10/07
EXHIBIT A

SCOPE OF WORK

The Contractor shall, in the event of a natural or man made disaster that requires the need for on-site refueling of off road equipment and generators, and when required by the County, provide:

1. Diesel fuel in a tank wagon delivery truck (approximately 2600 US gallons) with hose reel and meter, and a fueling operator at an hourly rate of $185.00.

2. The fueling operator shall dispense the fuel into County's equipment. Both operator and delivery truck shall be on-site identified by the County Project Officer on a round the clock basis as required by the County.

3. The Contractor shall provide the diesel fuel meeting quality standards identified by the County's Project Officer as required for County's equipment. Measurement to be determined by Contractor's truck meter ticket. The price for the dispensed fuel shall be the Baltimore, MD OPIS rack average price for the respective fuel plus 50.25 per gallon.

The Contractor Seller agrees to furnish equipment, personnel and fuel for the duration of the event as instructed by the County Project Officer. The Contractor may employ a subcontractor (approved by the County) for all or part of the above requirements.