

Consent Item (A) 01-25-2024

Washington Metropolitan Area Transit Authority Board Action/Information Summary

☒ Action ☐ Information

Document
Number:
205681

Resolution:
☒ Yes ☐ No

Presentation Name:

Approval to Indemnify Washington Gas for Bladensburg Garage

Project Manager:

Diana Levy

Project Department:

Infrastructure

Purpose/Key Highlights:

Request Board approval to indemnify Washington Gas as part of a work order agreement for work related to the Bladensburg Bus Garage Reconstruction Project (CIP0311).

Interested Parties:

- Washington Gas
- Hensel Phelps (CIP0311 primary contractor)

Background:

The Bladensburg Bus Garage Reconstruction project (CIP0311) is a 17-acre site home to some 500 employees who complete bus repairs, maintenance, inspection, and other operational needs. This site will be transformed into a new modern facility housing 300 buses, integrating zero-emission infrastructure to align with Metro's zero-emission bus plan. As part of the project, a new connection of a high-pressure line to accommodate the new service of the Combined Natural Gas Yard is required. Washington Gas requires a work agreement to indemnify Washington Gas to complete this connection.

Discussion:

Indemnification is required to advance the Bladensburg Bus Garage Reconstruction Project

Funding Impact:

No impact to funding.

Previous Actions:

Unknown

Next Steps:

Approval of indemnification is required to move forward.

Recommendation:

Approval to: Indemnify Washington Gas for Bladensburg Garage

PRESENTED AND ADOPTED: January 25, 2024

SUBJECT: APPROVAL TO INDEMNIFY WASHINGTON GAS LIGHT COMPANY

2024-03

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, Resolution 2011-30 requires approval by the Board for WMATA to indemnify a counterparty; and

WHEREAS, WMATA is installing a new Combined Natural Gas yard to service part of the bus fleet which requires a new connection of a high-pressure gas line provided by Washington Gas Light Company as part of the Bladensburg Bus Division Replacement Project (CIP0311); and

WHEREAS, Washington Gas Light Company requires WMATA to enter into their Work Order Agreement;

WHEREAS, Washington Gas Light Company's Work Order Agreement requires WMATA to indemnify Washington Gas Light Company, substantially in the form shown as Attachment A;

NOW THEREFORE, be it

RESOLVED, That the Board authorizes the General Manager & Chief Executive Officer or his designee to indemnify Washington Gas Light Company as may be required in the Work Order Agreement, substantially in the form shown as Attachment A; and be it finally

RESOLVED, That in order to timely execute the Work Order Agreement required to advance the Bladensburg Bus Division Replacement Project, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
Executive Vice President, Chief Legal Officer &
General Counsel

WMATA File Structure No.:
15.2.1 Grants of Indemnification

**Motioned by Mr. Smedberg, seconded by Dr. Hadden Loh
Ayes – 8- Mr. Smedberg, Mr. McAndrew, Dr. Hadden Loh, Ms. Kline, Mr. Letourneau, Mr. Drummer,
Ms. Santos and Ms. Martin-Proctor**

ATTACHMENT A

WORK ORDER AGREEMENT

"IV. INDEMNITY.

Generally. During the term of this work order and thereafter, Requestor will indemnify WGL, its directors, officers, and employees, agents and servants for, and hold each of them harmless from, actual or threatened harm caused by or arising out of any improper, negligent, or wrongful act or omission of Requestor or its employees in connection with the undertaking or performance of services under this Agreement. The term "harm" as set forth in the preceding sentence, includes any and all (1) claim, suits, or legal proceedings; (2) damages or injuries; (3) costs, expenses, or fees, including cost associated with investigating and defending any claims, suits or legal proceedings, and including reasonable attorney's fees attributable to such investigation or defense or attributable to enforcing the provisions of this Agreement; and (5) loss of profits;"