

**COMPREHENSIVE AGREEMENT**  
**between**  
**COMMONWEALTH OF VIRGINIA,**  
**DEPARTMENT OF GENERAL SERVICES**

**and**

**BLOSSMAN GAS, INC.**

September 4, 2012

Contract No.: PPEA-SOA 2011-07-22-AA

## COMPREHENSIVE AGREEMENT

**THIS COMPREHENSIVE AGREEMENT** (the “Agreement”) dated August 1, 2012, is made and entered into by and between **THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES** (hereinafter referred to as “the Commonwealth” or “Department” or “DGS” or “Owner”), and **BLOSSMAN GAS, INC.** a Mississippi corporation with a principal headquarters location at 809 Washington Avenue, Ocean Springs, MS 39564 (hereinafter referred to as the “Contractor” or “Alliance”).

### RECITALS

- R-1. WHEREAS, Virginia Code § 2.2-1176, paragraph B., requires the establishment of a plan providing for the replacement of state-owned or operated vehicles with vehicles that operate using natural gas, electricity, or other alternative fuels, to the greatest extent practicable, considering available infrastructure, the location and use of vehicles, capital and operating costs, and potential for fuel savings;
- R-2. WHEREAS, Commonwealth of Virginia, Executive Order No. 36 (2011), hereinafter referred to as EO 36, titled “Moving Toward Alternative Fuel Solutions for State-Owned Vehicles”, outlines a plan for moving state-owned vehicles to a statewide alternative fuel solution. EO 36 directs, among other things, that the Department of General Services (DGS) and the Department of Mines, Minerals and Energy (DMME), release a Public-Private Partnership solicitation, in accordance with the Public-Private Education Facilities and Infrastructure Act (PPEA) of 2002 (Virginia Code § 56-575.1 et seq.), to solicit proposals from the private sector to determine if a practicable and financially viable alternative fuel conversion solution is feasible considering available infrastructure, the location and use of vehicles, capital and operating costs, and potential for fuel savings;

- R-3. WHEREAS, on July 23, 2011, solicitation number: PPEA-SOA 2011-07-22 was posted on the Commonwealth of Virginia's electronic procurement website (eVA), soliciting proposals from the private sector, pursuant to the PPEA, for determining the feasibility for converting state-owned vehicles to alternative fuels;
- R-4. WHEREAS, on October 21, 2011, fourteen (14) PPEA conceptual proposals were received by the Commonwealth, and evaluated;
- R-5. WHEREAS, two vendors, including Alliance, were selected to move to the subsequent detailed proposal stage (Part 2) of the PPEA process in accordance with the established evaluation criteria of the PPEA;
- R-6. WHEREAS, on January 31, 2012, Alliance submitted its detailed stage proposal to the Commonwealth for its consideration;
- R-7. WHEREAS, on February 1, 2012, the DGS hand-carried a copy of the Alliance detailed proposal to the Public-Private Partnership Advisory Commission pursuant to Virginia Code § 30-279 et seq. No response was received by the Commission to DGS;
- R-8. WHEREAS, on or about February 20, 2012, DGS deemed the detailed stage proposal sufficient and began negotiations with Alliance;
- R-9. WHEREAS, Alliance desires to provide the goods and services to the Commonwealth on the terms and conditions contained herein, incorporating the scope of goods and services requested in solicitation number: PPEA-SOA 2011-07-22;
- R-10. WHEREAS, the proposed Comprehensive Agreement has been delivered to the requisite individuals identified in Virginia Code § 30-280(F);

**NOW THEREFORE**, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties agree as follows:

1. **PURPOSE.** In furtherance of the Commonwealth’s goals as expressed in Va. Code Sec. 2.2-1176(B) and EO36, this Agreement provides information which allows public bodies to analyze the feasibility of converting vehicles to propane fuel, and provides the means to make that conversion. The Agreement addresses the needs of public bodies with regard to fuel, vehicles, and fueling stations. With the execution of this comprehensive agreement, Public Bodies can move forward with evaluating options for the conversion of their gasoline and diesel vehicle fleets to propane powered vehicles.

“Propane” or “Autogas” as used in this Agreement refers to liquefied petroleum gas (LPG) used for fueling vehicles. Propane is an odorless hydrocarbon gas (C<sub>3</sub>H<sub>8</sub>) that when pressurized turns to a liquid. Propane will be grade HD5 with a minimum of 90% Propane, and a maximum of 5% propylene. The vehicles addressed in this Agreement include any car, truck, bus, or other motorized vehicle or equipment that uses propane as a primary or secondary fuel source, and may be either factory-equipped for propane, or converted “after market” for propane operation. The propane infrastructure includes material, equipment, hardware, and any other tangible item, excluding fuel management software and hardware, necessary to receive, maintain, and dispense propane into a vehicle.

2. **INCORPORATION OF DUTIES OF “PRIVATE ENTITY” UNDER PPEA.** The duties of a “Private Entity” under Va. Code § 56-575.4(A) are hereby incorporated into this Agreement and imposed upon the Contractor. Contractor shall comply with the General Conditions, as modified, attached hereto and incorporated herein at Exhibit D.

3. **AUTHORIZED USERS.** All public bodies are authorized to purchase under this Agreement. For purposes of this Agreement, “Public Body” means any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and shall include any

metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

Sales to the “General Public,” which includes individual private citizens and private sector businesses, are not governed by this Agreement. Contractor’s infrastructure placed on property owned by a public body authorized to purchase services from this Agreement shall be made available to the general public to purchase propane gas, as agreed to between the public body and Contractor.

**4. GENERAL SCOPE.**

(a) This Agreement establishes the terms and conditions under which Contractor shall make available to any Public Body the following:

- Propane for vehicle fueling
- Conversion of user-owned vehicle for propane operation
- Fueling infrastructure

(b) Fuel pricing is set forth in Exhibit E, and is comprised of direct fuel costs, transportation costs, and a contractor fee. The transportation costs and contractor fee may be evaluated annually.

(c) Pricing for conversion services is found in Exhibit F. Exhibit F will be modified as additional OEM and conversion solutions are made available. Conversions hereunder will not invalidate any manufacturer warranty covering the vehicle.

(d) Propane fueling infrastructure is available at the Contractor's locations identified in Exhibit H. The parties may agree to install future sites pursuant to Exhibit H. Contractor will provide training to Public Bodies, at no cost, on the use of the propane fueling infrastructure. The Commonwealth commits to working with all of its agencies and institutions to utilize this contract.

(e) The Contractor has offered E-85 refueling infrastructure and E-85 fuel solutions in its conceptual proposal. The Department and Contractor partnership to develop feasible and cost effective alternative fuel solutions will include the evaluation of E-85 solutions. Should the Department or public bodies authorized to procure services under this agreement be interested in pursuing E-85 solution opportunities with the Contractor, public bodies and the Contractor may do so with the approval of the Department. Any E-85 solutions agreed to between the Department or a public body and the Contractor may be added to pursuant to the modification terms and conditions found in this Agreement.

(f) All other training (vehicle maintenance, first responder, other), as documented in the Contractor's conceptual and detailed proposals, shall be provided at no additional cost once a Public Body begins to purchase fuel, or purchase vehicle conversions under this Agreement.

(g) The Department and Contractor will work together to market, promote, and identify opportunities to expand Propane solutions to Public Bodies across the Commonwealth of Virginia. Each party will be responsible for its costs associated with such activities.

(h) The Department and Contractor shall conduct monthly meetings, either face-to-face or via teleconference, to discuss status of deployed propane solutions, identify opportunities for implementing propane solutions across the Commonwealth of Virginia, and address any other matters of interest to either party related to the terms and conditions of this Agreement.

## **5. INITIAL SERVICES.**

Upon final execution of this Agreement:

(a) All pricing for goods and services shall be available to Public Bodies.

(b) The Contractor shall begin the work necessary to install propane fueling infrastructure at 2400 W. Leigh Street, Richmond, VA 23220. The Contractor and Department shall work together and make all reasonable efforts to have the propane site installed and operational no later than September 30, 2012.

(c) The Contractor shall provide conversion services to the Department for two 2012 Ford F-250 vehicles to operate on propane and shall be completed 90 days after the receipt by the Contractor of an order from the Department to proceed with the conversion. Cost for the conversion of these vehicles shall be as documented in Exhibit F.

6. **DEPARTMENT'S REPRESENTATIONS.** The Department hereby represents and warrants to the Contractor as follows:

(a) The Department is an agency of the executive branch of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.

(b) Each person executing this Agreement on behalf of the Department is duly authorized to execute each such document on behalf of the Department.

(c) Neither the execution and delivery by the Department of this Agreement and any other documents executed concurrently herewith to which the Department is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, investigation or litigation pending and served on the Department which challenges the Department's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other

related documents to which the Department is a party, or which challenges the authority of the Department official executing this Agreement or the other related documents.

(e) Department shall provide full and timely information regarding requirements for and limitations on the goods and/or services requested under this Agreement, and shall render decisions in a timely manner so as to avoid delay in the Contractor's services, and shall fully and timely perform its obligations under this Agreement.

(f) Department shall also:

(1) Pay all sums due from it to Contractor as and when provided herein;

(2) Provide qualified personnel necessary to perform the Department's duties hereunder;

(3) Assist the Contractor in obtaining such technical data as may be necessary for the Contractor to provide the goods and/or services requested under this Agreement;

(4) Appoint one or more individuals who shall be authorized to act on behalf of Department, with whom Contractor may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Department as to all matters pertaining to this Agreement and the performance of the parties hereunder;

(5) Perform its obligations, responsibilities and duties described in this Agreement;

(6) Provide any information as required to support the Project Schedule.

7. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor hereby represents and warrants to the Department as follows:

(a) Contractor is a duly organized and validly existing corporation, created under the laws of the State of Mississippi, has the requisite power and it, or through or by its Contractors, subcontractors, or consultants, has or will obtain all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement and the other related documents to which Contractor is a party and to perform each and all of the obligations of Contractor provided for herein and therein.

(b) Contractor has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other related documents to which Contractor is a party.

(c) Each person executing this Agreement or any other related document on behalf of Contractor has been or will at such time be duly authorized to execute each such document on behalf of Contractor.

(d) Neither the execution and delivery by Contractor of this Agreement and the other related documents to which Contractor is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of Contractor or any other agreements or instruments to which it is a party or by which it is bound.

(e) There is no action, suit, proceedings, investigation or litigation pending and served on Contractor which challenges Contractor's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other related documents to which Contractor is a party, or which challenges the authority of the Contractor official executing this Agreement or the other related documents; and Contractor has disclosed to the Department any pending and unserved or threatened

action, suit, proceeding, investigation or litigation with respect to such matters of which Contractor is aware.

(f) The representations and warranties of the Contractor contained herein shall survive expiration or termination of this Agreement.

8. **PERIODIC REPORTING.** The Contractor shall file periodic reports with the Department for the quarters ending March 31, June 30, September 30, and December 31 of each year. The reports shall include, but not be limited to, the following information:

(a) Number of gallons, and site location, of propane dispensed to Public Bodies under this Agreement

(b) Number of vehicle conversions purchased, and by what Public Body, under this Agreement

(c) Marketing opportunities, discussions the Contractor has with Public Bodies for the purchase of goods and/or services under this Agreement

(d) New OEM and/or vehicle conversions available

(e) The Contractor's six-month forecast of propane fuel pricing based on the Contractor's market research

9. **SMALL BUSINESS PARTICIPATION.** The goal of the Commonwealth is that 40% of its purchases be made from small businesses, which includes any discretionary spending in prime contracts and sub-contracts. The parties acknowledge that this Agreement has limited subcontracting opportunities, but the Contractor is encouraged to look for opportunities to subcontract to small businesses certified as such by the Department of Minority Business Enterprise (DMBE).

During the term of this Agreement, Contractor agrees to provide an annual report on its use of small businesses, as well as its use of businesses certified by DMBE as minority-owned or women-owned. The report shall contain the following information: Prime

Contractor Tax ID, Prime Contractor Name, ID, Subcontractor Tax ID; Subcontractor Name; Transaction Date; Transaction Type; Contract ID, and; Amount.

This report will specify actual dollars expended, by month, with such businesses under this Contract, in an electronic .XLS spreadsheet format as follows:

Prime Tax ID	Prime Contractor	Subcontractor Tax ID	Subcontractor Name	Transaction Date	Transaction Type	Contract ID	Amount
123456789	Alliance	123456789	ABC Transport, Inc	7/1/2012	Transportation Service	PPEA-SOA 2011-07-22-AA	\$1496.12
123456789	Alliance	321654987	XYZ Trucking, Inc.	7/1/2012	Transportation Services	PPEA-SOA 2011-07-22-AA	\$5275.00
Total							\$6771.12

This report shall be submitted in electronic .XLS spreadsheet format via email to [procurement@dgs.virginia.gov](mailto:procurement@dgs.virginia.gov) no later than the 90 days after the close of the fiscal year.

10. **NOTICES.** All notices and demands by any party to any other shall be given in writing and sent by facsimile and by a nationally recognized overnight courier, or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Department: Michael Bisogno  
 Director, Department of General Services, Office of Fleet Management Services  
 2400 w. Leigh Street  
 Richmond, Virginia 23220  
 E-mail: michael.bisogno@dgs.virginia.gov  
 Telephone No.: (804) 367-6526  
 Facsimile No.: (804) 367-8987

To Contractor: Blossman Gas, Inc.  
 Attention: Todd Reinke  
 809 Washington Avenue  
 Ocean Springs, MS 39564  
 Telephone No.: 228-875-2261  
 Facsimile No.: 228-875-9307

Any party may, upon prior written notice to the others, specify a different person or address for receipt of notices.

**11. SUCCESSORS AND ASSIGNS.**

(a) Contractor may assign or grant a security interest in its rights to payment hereunder.

(b) Contractor may not, without the prior written consent of the Department, which consent shall not be unreasonably withheld, conditioned or delayed, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under this Agreement, except that it may assign its interests hereunder to any parent, subsidiary, or affiliate of Contractor, provided such assignee assumes Contractor's obligations, duties and liabilities hereunder.

(c) The Department may transfer and assign its interests in this Agreement to any other Public Body as permitted by law, provided that the successor or assignee has assumed all of the Department's obligations, duties and liabilities under this Agreement and has provided Contractor with reasonable assurance of its legal and financial authority to honor and perform the same.

(d) If either party changes its name, such party agrees to promptly furnish the other party with written notice of change of name and appropriate supporting documentation.

(e) All of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**12. TERM .** The initial term shall commence as of the execution date of this Agreement, and shall continue for a period of five (5) years (the "Initial Term"). Following the Initial Term, and upon the sole discretion of the Commonwealth, this Agreement may be renewed annually for up to five additional one-year periods. The Commonwealth will issue a written notification to the Contractor in the form of a modification approximately 90 days prior to the expiration of each term, indicating whether the renewal will be exercised.

13. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by the parties hereto that Contractor, in performing its obligations under this Agreement, shall be deemed an independent Contractor and not an agent, employee or partner of Department.

14. **NO WAIVER.**

(a) The failure of Department or Contractor to insist upon the strict performance of any provisions of this Agreement, the failure of Department or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

(b) No act, delay or omission done, suffered or permitted by one party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such party under this Agreement, or to relieve the other party from the full performance of its obligations under this Agreement.

(c) No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obligee party.

15. **ENTIRE AGREEMENT.**

(a) THIS AGREEMENT CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SPECIFIC MATTERS COVERED HEREIN. ALL OTHER PRIOR OR CONTEMPORANEOUS VERBAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS AND/OR PRACTICES RELATIVE TO THE FOREGOING ARE HEREBY SUPERSEDED, REVOKED AND RENDERED INEFFECTIVE FOR

ANY PURPOSE. THIS AGREEMENT MAY BE ALTERED, AMENDED OR REVOKED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY EACH PARTY HERETO, OR ITS PERMITTED SUCCESSOR OR ASSIGNEE. NO VERBAL AGREEMENT OR IMPLIED COVENANT SHALL BE HELD TO VARY THE TERMS HEREOF, ANY STATUTE, LAW OR CUSTOM TO THE CONTRARY NOTWITHSTANDING.

(b) This Agreement may be amended, supplemented or revised by mutual written agreement of the Department and Contractor.

(c) If any provisions of this Agreement are rendered obsolete or ineffective in serving their purpose by change in law, passage of time, financing requirements or other future events or circumstances, the parties agree to negotiate in good faith appropriate amendments to or replacements of such provisions in order to restore and carry out the original purposes thereof to the extent practicable; provided, however, that neither party is obligated to agree to any amendment or replacement which would reduce its rights or enlarge its responsibilities under this Agreement in any material respect.

**16. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

(a) The Contractor understands and acknowledges that Department is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences involving the goods and services delivered by the Contractor under this Agreement including product liability, the Commonwealth, Department and Public Bodies are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

(b) The Contractor understands and acknowledges that Department has not agreed to provide any indemnification or save harmless agreements running to the

Contractor. No provision, covenant or agreement contained in this Agreement shall be deemed to be a waiver of the sovereign immunity of the Commonwealth from tort or other liability.

(c) This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any remedial action instituted pursuant to the terms of this Agreement.

(d) Should the provisions within this Agreement pertaining to the purchase of vehicle conversions, and/or the installation of infrastructure be terminated due to non-appropriation of funds, the provisions pertaining to the purchase of fuel shall remain in effect through the remaining term of the Agreement or any extensions or renewals thereof.

17. **PUBLIC RECORDS.** Any document of which the Department obtains a copy, may be considered public records under the Virginia Public Records Act, Va. Code § 42.1-76 through § 42.1-91, or official records under the Virginia Freedom of Information Act, Va. Code § 2.2-3700 through § 2.2-3714, and as such may be subject to public disclosure. Any claim for the protection of certain records from disclosure shall be provided by the Contractor in accordance with the applicable statute. If Contractor believes that any document subject to transmittal or review by the Department under this Agreement contains proprietary information or trade secrets that are exempt or protected from disclosure, Contractor shall identify such information prior to transmittal or review. Upon the written request of either party, Contractor and Department shall mutually develop a protocol for the transmittal, review and disclosure of documents produced or obtained by Contractor so as to avoid violations of any applicable law.

Should such records become the subject of a request for public disclosure, the Department shall respond as follows:

(a) Unless Department previously notified Contractor that such material was, in the Department's opinion, not properly designated and therefore subject to disclosure, the Department will withhold requested information and notify the requester in accordance with the applicable statute. Notwithstanding the foregoing, nothing in this Section or this Agreement shall operate as or constitute a waiver or release of Contractor's rights pursuant to Va. Code § 56-575.4(G), § 2.2-3705(A)(56), or as set forth in the notices provided to the Department by Contractor.

(b) If Department intends to disclose information the Contractor has designated proprietary or confidential, the Contractor may seek to request that a Court enjoin such disclosure and the Department will not disclose the information until a final decision has been rendered by the Courts.

(c) In no event shall the Department be liable to Contractor as a result of any disclosure of such records by the Department, except as set forth in the PPEA and FOIA.

(d) If the Department's denial of a request for disclosure of records is challenged in court, Contractor shall assist the Department in its defense of the Contractor's claims of confidentiality. Alternatively, at the request of the Department, the Contractor may undertake the defense of the Contractor's claims of confidentiality in cooperation with the Department.

**18. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.**

(a) The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to

the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

(b) If any term or condition of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(c) The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

(d) As used in this Agreement and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

(e) This Agreement, its Exhibits and any modifications to this Agreement are intended to be complementary and consistent with each other and shall, to the maximum extent possible, be construed according to such intent.

**19. APPROVAL BY GOVERNOR A CONDITION PRECEDENT.** It shall be a condition precedent to Department's execution that this Agreement first be approved by the Governor of the Commonwealth of Virginia, or his authorized designee.

20. **CONTRACT DOCUMENTS.** This Agreement consists of the following documents:
- i. This executed document
  - ii. Exhibit A: PPEA Solicitation Number: PPEA-SOA 2011-07-22
  - iii. Exhibit B: Contractor's Conceptual Proposal, dated October 21, 2011
  - iv. Exhibit C: Contractor's Detailed Proposal, dated January 31, 2012
  - v. Exhibit D: Terms and Conditions
  - vi. Exhibit E: Propane Fuel Pricing
  - vii. Exhibit F: Propane Vehicle Pricing
  - viii. Exhibit G: Propane Infrastructure and Maintenance
  - ix. Any and all modifications to these documents subsequently entered into in accordance with provisions for modifications
  - x. Purchase orders issued for goods and services identified herein

To the extent there is any conflict between this executed document and any exhibit, this executed document shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be effective as of the final execution date, by the undersigned authorized representatives of the parties.

**DEPARTMENT**

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Richard F. Sliwoski, P.E.  
Its: Director  
Date: \_\_\_\_\_

**CONTRACTOR**

BLOSSMAN GAS, INC.

By: Grant S. Vestic  
Title: President of CEO  
Date: 8/28/12