NOTICE OF RENEWAL OF CONTRACT

TO: WESTERN BRANCH DIESEL
    2011 BALLSFORD ROAD
    MANASSAS, VA 20109

DATE ISSUED: AUGUST 5, 2011
CURRENT REFERENCE NO: 232-11

CONTRACT TITLE: ENGINES AND
TRANSMISSION, REPAIR
PARTS AND SERVICE

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 contract has been renewed. The contract term
covered by this Notice of Award is effective IMMEDIATELY and expires on AUGUST 31, 2012.

This is the SECOND year award notice of a possible THREE year contract.

The contract documents consist of the terms, conditions, of Fairfax County Contract No.
RQ09-986056-12F any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

RIDER AGREEMENT

REFER TO FAIRFAX COUNTY CONTRACT NO. RQ09-986056-12F

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: GARY TRAINUM
VENDOR TEL.NO.: 703-369-5005
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX.NO.: 703-369-4812
COUNTY CONTACT: MATTHEW DAVILA
COUNTY TEL.NO.: 703-228-6467

CONTRACT AUTHORIZATION

Leticia Gonzalez 8/5/11
Procurement Officer

DISTRIBUTION

BID FOLDEE: 1
Western Branch Diesel
12011 Ballsford Road
Manassas, VA 20109

Attention: Gary Trainum, Service Manager

Reference: IFB09-986056-12; Engines and Transmission, Repair Parts and Service.

Dear Mr. Trainum:

Acceptance Agreement

Contract Number: RQ09-986056-12F

This acceptance agreement signifies a contract award to Western Branch Diesel for Engines and Transmission, Repair Parts and Service as follows:

Primary – award for line items 9 and 12
Secondary – award for line item 1

The period of the contract is from date of award through August 1, 2014.

The contract award shall be in accordance with:

1) This Acceptance Agreement;
2) The terms and conditions of IFB09-986056-12 and all Addenda;
3) Your bid dated August 7, 2008.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 12 within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
RIDERS AGREEMENT NO. 232-11

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Western Branch Diesel, Incorporated, 12011 Balsford Road, Manassas, VA, 20109 ("Contractor"), a Virginia stock corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Acceptance Agreement - Fairfax County Contract No. RQ09-986056-12F), Exhibit B (Fairfax County Notice of Award regarding Contract Number RQ09-986056-12F) and Exhibit C (Fairfax County Invitation For Bid IF609-986056-12) together with any exhibits and amendments issued or applicable thereto (collectively "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrases "Fairfax", "Fairfax County", "County", "Board of Supervisors", or "Fairfax County Board of Supervisors" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Insofar as the Contract Documents contain terms and conditions pertaining to a solicitation and procurement process by Fairfax County, those terms and conditions are a part of this Contract only to the extent that they relate to Fairfax County's ultimate contract with the Contractor, which contract serves as the basis for this Contract.

2. CONTRACT TERM
The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than August 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations by the Contractor under the same contract unit prices for not more than Four (3) subsequent twelve (12) month periods from September 1, 2011 to December 31, 2014 (each such period shall be referred to as a "Subsequent Contract Term").

3. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.