



County of Santa Clara

Office of the County Executive

Procurement Department

150 West Tasman Drive

San Jose, CA 95134

Telephone 408-491-7400 • Fax 408-491-7496

SECOND AMENDMENT TO AGREEMENT # CW2239572 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND BOSCO OIL COMPANY DBA VALLEY OIL COMPANY

This is the Second Amendment to the Agreement between the County of Santa Clara ("County") and Bosco Oil Company dba Valley Oil Company ("Contractor") entered into on January 12, 2021 to provide Unleaded Fuel 87 Octane for the County.

On October 18, 2022, the Board of Supervisors approved this Amendment.

This Agreement is amended as follows effective October 18, 2022:

1. Key Provision, AGREEMENT TERM, on page # 1 is hereby revised to read as follows:

"This Agreement commences on January 12, 2021 and expires on January 11, 2026, unless terminated earlier or otherwise amended."

2. Key Provision, TOTAL AGREEMENT VALUE, on page # 2 is hereby revised to read as follows:

"The total not to exceed value of this Agreement is \$25,000,000, which represents an increase of \$20,000,000 from the prior not to exceed value of \$5,000,000. Contractor understands that this not to exceed value does not represent a commitment by County to Contractor."

3. Key Provision, COUNTY DEPARTMENT CONTACT, on page # 1 is hereby revised to read as follows:

David Worthington, Fleet Manager
Facilities and Fleet
(408) 468-8901; david.worthington@faf.sccgov.org

4. Key Provision, COUNTY CONTRACT ADMINISTRATORS, on page # 2 is hereby revised to read as follows:

Samuel Hirsch, Buyer III
(408) 491-7485; samuel.hirsch@prc.sccgov.org

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Approved: 10/18/2022

Bryant Lee, Buyer I
(408) 491-7451; bryant.lee@prc.sccgov.org

- 5. Add the following provisions to EXHIBIT A, "County of Santa Clara Standard Terms and Conditions", as follows:

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at

<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit F. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

- 6. Add EXHIBIT F, "Contractor Certification of Compliance with COVID-19 Vaccine Requirements", attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared by Samuel Hirsch, Buyer III at (408) 491-7485 or samuel.hirsch@prc.sccgov.org.

Administered by Samuel Hirsch, Buyer III and Bryant Lee, Buyer I.

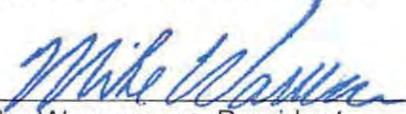
The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA


Mike Wasserman, President
Board of Supervisors

Date: OCT 18 2022

CONTRACTOR

By: Robert W Buck

Print Name: ROBERT W. BUCK

Title: VICE PRESIDENT

Date: 9-27-22

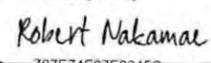
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST


Tiffany Lennear
Clerk of the Board of Supervisors

Date: OCT 18 2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

797E74E07E0345C...
Robert Nakamae
Deputy County Counsel

Date: 9/27/2022

EXHIBIT F
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective April 1, 2022)

Contractor Information:

| | |
|--------------------------|------------------------------------|
| Contractor name: | Name of Contractor representative: |
| Valley Oil | Mike Taff |
| Contractor phone number: | Contractor email address: |
| (665) 967-2253 | mike.taff@valleyoil.com |

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor’s employees working at County facilities, including but not limited to the requirements in the County’s memorandum regarding COVID-19 Vaccine Requirement for County Personnel (“County Vaccine Policy”), the County’s memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor’s workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County’s Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County’s vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
- 4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

ROBERT W. BUCK
Name of authorized representative of Contractor

VICE PRESIDENT
Title

Robert W Buck
Signature

9-27-22
Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 et. seq., and under any other laws to share this information with the County.