



## CITY OF MILPITAS CONTRACT

Project: Gasoline and Diesel Fuel

Bid No: 2154

Amount of Contract: Not-To-Exceed \$600,000.00 per year.

THIS CONTRACT, made this 7<sup>th</sup> day of June, 2016, by and between the City of Milpitas, hereinafter referred to as "Agency" and **Bosco Oil, Inc., a California corporation d/b/a Valley Oil Company**, hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

1. Notice of Invitation For Bids
2. Scope of Work and Pricing
3. Instructions To Bidder
4. Terms and Conditions
5. Special Provisions For Services
6. Bid Form
7. Non-Collusion Affidavit
8. Bidder's Statement Regarding Insurance Coverage
9. Worker's Compensation Insurance Certificate
10. Bidder's Nondiscriminatory Employment Certificate
11. References
12. Local Purchasing Preference Certificate
13. Exhibit A – Insurance Requirements - General
14. Addenda

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Scope of Work and Pricing as set forth by submission of the Contractor's Bid and further as agreed upon by the parties as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Scope of Work and Pricing of Contractor's Bid, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

CONTRACT TERM. Contract term will be for one (1) year from **July 1, 2016** to **June 30, 2017** (the "Anniversary Date"). The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the contract. The City of Milpitas reserves the right to extend this contract for four (4) one (1)

year options exercisable at the City’s sole discretion, not to exceed five (5) years in total. The City may exercise the renewal option years by written notice to the Contractor by mail, fax or email. If a renewal option is exercised it will be transmitted to the Contractor using **“Exhibit A (of the Contract) – Notice of Exercise of Option to Extend Agreement”**.

The **“Vendors Quoted Adjustment”** shall be fixed for the life of the contract.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

CITY OF MILPITAS,  
A Municipal Corporation

BOSCO OIL, INC, a California corporation  
d/b/a VALLEY OIL COMPANY

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Signature of Authorized Representative

Approved As  
To Form:

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Christopher J. Diaz, City Attorney

\_\_\_\_\_  
Title of Authorized Representative

Business Address

Approved As  
To Content:

\_\_\_\_\_  
James Levers, Contract Manager

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City of Milpitas Business License No.

FEIN: \_\_\_\_\_

Contract Exhibit A

**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE and DATE:</b>	
<b>CONTRACTOR Name and Address:</b>	
<b>DATE OF OPTION:</b>	

*(date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section \_\_\_\_ of the Agreement referenced above, the City of Milpitas hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

<b>Percentage change in ____ Index upon which adjustment is based:</b>	
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Pursuant to Section \_\_\_\_ of the Agreement the Rates of Compensation are hereby adjusted as follows:  
*(use attachment if necessary)*

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF MILPITAS  
a municipal corporation

BOSCO OIL, INC., a California corporation  
d/b/a VALLEY OIL COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative:

\_\_\_\_\_  
Title of Authorized Representative