

SECOND AMENDMENT TO AGREEMENT 2015-23
BETWEEN THE CITY OF CUPERTINO AND IMPEC
GROUP INC. FOR 2015 JANITORIAL SERVICES

This Second Amendment to Agreement 2015-23 between the City of Cupertino and IMPEC Group, Inc., for reference dated 5/20/2020, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and IMPEC Group, Inc., a Corporation, etc ("Consultant") whose address is 3350 Scott Blvd. Bldg 8, Santa Clara, CA 95054, and is made with reference to the following:

RECITALS:

- A. On 6/16/2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for routine janitorial services for various City facilities. The agreement will expire on 6/30/2020.
- B. On 1/24/2017, City and Consultant agreed to the First Amendment for compensation increases to coincide with minimum wage and San Francisco Consumer Price Index increases.
- C. The Agreement and the First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- D. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

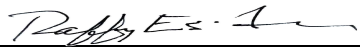
1. TERM
Article 3, subsection 3.1, of the Contract, "Contract Time" is modified by adding the following paragraph to the subsection:

The City may elect to extend the contract on a quarterly basis after the expiration of the term as necessary to address an emergency that has been declared by the County of Santa Clara. Any such emergency extension after the expiration of the term shall be accomplished by the City providing a written notice of extension to the Contractor at least 30 days prior to expiration of the term. Any such extension shall contain the same provisions as the original agreement, including an increase or decrease in material compensation paid to the Contractor based only on the San Francisco Consumer Price Index (CPI-U) for June 2020 as compared to June 2019 (or the most recently published data available) and up to \$4,200 additional per month for every \$1 increase in minimum wage above \$13.50 per hour.

2. The attached Exhibit A-A – Shelter in Place and Social Distancing is added as a provision to this Agreement.
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

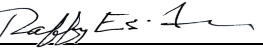
CONSULTANT

By 
Title President & CEO

CITY OF CUPERTINO

By _____
Title _____

RECOMMENDED FOR APPROVAL

By 
Title President & CEO

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that Consultant's/Contractor's ("Contractor") duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by Contractor and its subcontractors with the restrictions on travel and the Social Distancing Requirements set forth in Section 13.k of the health order issued by the County of Santa Clara Health Department on March 31, 2020, in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. Pursuant to Section 13.c of the Health Order, individuals may leave their residence only to perform specified "Essential Activities." Contractor shall comply with these restrictions on travel when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, Contractor shall refrain from conducting the work and immediately inform the City. For Essential Activities, as defined in the Health Order, pursuant to Section 13.k of the Health Order, "[a]ll individuals must strictly comply with Social Distancing Requirements. . . as necessary to carry out the work of" Essential Activities.

C. Social Distancing Requirements. Section 13.k of the Health Order provides that Social Distancing Requirements include: "i. Maintaining at least six-foot social distancing from individuals who are not part of the same household or living unit; ii. Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that is recognized by the Centers for Disease Control and Prevention as effective in combatting COVID-19; iii. Covering coughs and sneezes with a tissue or fabric or, if not possible, into the sleeve or elbow (but not into hands); and iv. Avoiding all social interaction outside the household when sick with a fever or cough." *Section 13.a of the Health Order advises that "people at high risk of severe illness from COVID-19 and people who are sick are strongly urged to stay in their residence to the extent possible, except as necessary to seek medical care or provide medical care or Essential Governmental Functions."* Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. Contractor will inform the City if other arrangements for the work must be made, and City will do so, with no penalty to Contractor, although Contractor will not be compensated for work performed by the City or third parties.

D. Health Order Requirements and Best Practices. Contractor will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals on any project site or work area performing work under this Contract, including Contractor's or any subcontractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as

required by the Health Order or other Health Laws. These measures shall include the following best practices:

1. Information. Inform all workers of the Social Distancing Requirements and these best practices, including any updates or modifications, and require compliance as a condition to being present on the project site or work area.

2. Sick Workers. Prohibit any individuals who have been tentatively or conclusively diagnosed with COVID-19 or who have any symptoms of illness, including the following, from entering or remaining on the project site or work area: fever, cough, shortness of breath, sore throat, body aches, chills, sudden loss of smell or taste or other flu-like symptoms. *Encourage sick workers to get immediate medical attention.*

a. Daily Screening. A supervisor must ask the following questions of each worker before the worker is permitted to enter the project site or work area each day, and a worker who responds "yes" to any one of the following questions must be asked to leave immediately and will not be permitted back on the project site or work area until cleared based on meeting the applicable requirements set forth in the CDC's Interim Guidance on Discontinuation of Home Isolation for Persons with COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>):

(1) Have you had any of the following symptoms within the past 14 days: fever, cough, shortness of breath, sore throat, body aches, chills, sudden loss or smell or taste, or any other flu-like symptoms?

(2) Have you or anyone in your household been in contact with a person that has been diagnosed with, has symptoms of, or is being tested for COVID-19?

(3) Have you been medically directed to self-quarantine due to possible exposure to COVID-19?

3. Signage/Posters. In compliance with Section 13.h of the Health Order, post a Social Distancing Protocol, substantially in the form attached to the Health Order as Appendix A, at all project site or work area entry points, and in other areas where they are likely to be seen (e.g., project trailers, sanitary facilities, break areas). The Social Distancing Protocol must explain how Contractor is achieving compliance with social distancing requirements. Resources for this purpose are available from the CDC at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> A copy of the Social Distancing Protocol must also be provided to each employee performing work at the project site or work area.

4. Sanitary Facilities. Ensure adequate handwashing and/or hand-sanitizing facilities are available at all times and encourage frequent handwashing and/or hand-sanitizing throughout the day as specified below. Portable sanitary facilities must be serviced and cleaned on a daily basis. Provide hand sanitizer in or around all toilet facilities and common areas, including project trailers.

a. Handwashing. Wash hands using soap and water for at least 20 seconds.

b. Hand-sanitizer. Use a hand sanitizer that contains at least 60-95% alcohol when handwashing is not immediately available.

c. Paper Products. Ensure that toilet paper, tissues, and paper towels are available as appropriate, with designated receptacles for disposal.

5. Distancing. Prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception of any physical contact required for worker safety or to comply with safety Laws. Avoid sharing tools to the extent possible. Require workers to provide their own transportation where possible and to avoid having more than two workers in a vehicle.

6. Groups/Meetings/Site Access. Avoid any group gatherings of 10 or more people. Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to the project site or any work area to workers who are necessary to perform the work at that time. Allow non-essential personnel to work from home to the extent possible. Avoid all non-essential travel. Do not stack trades if possible.

7. Frequent Cleaning. Provide for regular and appropriate cleaning of all high touch surfaces at a project site or work area, including, but not limited to, shared tools or equipment, doorknobs and handles, toolboxes, sanitary facilities, common break areas, keypads, touch screens, project trailer surfaces and equipment, light or power switches, workstations, countertops, break areas, and the like. Clean and/or disinfect any reusable items or equipment. Clean surfaces of shared vehicles, including steering wheels, gear shifts, handles, instrument panels, etc. Ensure that cleaning products are used correctly and safely, and avoid cleaning techniques, such as use of pressurized air or water sprays, that may generate bioaerosols.

8. Personal Protective Equipment. When workers cannot avoid close proximity or physical contact, e.g., based on applicable safety laws, or are otherwise at risk for exposure to COVID-19, ensure that the affected workers are provided with appropriate personal protective equipment ("PPE"), which may include disposable gloves and/or

other PPE. Instruct workers to wash or sanitize hands after removing gloves or other PPE. Ensure that all personal protective equipment is disposed of properly.

9. Water and Food. Prohibit shared or communal food or common water coolers. Provide individual water bottles for workers or instruct workers to bring their own.

10. Enforcement. Immediately eject any worker who fails or refuses to comply with the Health Laws, Social Distancing Requirements, or these best practices from the project site until or unless the Project Manager issues a written authorization for the worker to return, subject to full compliance.

E. Oversight. In order to ensure that all workers comply with the Social Distancing Requirements to the extent possible, Contractor shall designate a named individual to have primary responsibility for implementation and enforcement of the Social Distancing Requirements and these best practices, and to serve as the primary point of contact with the City in this regard. Contractor shall promptly inform the City of the name of this individual.

F. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the terms of this Exhibit. Contractor agrees to work cooperatively with the City to implement new or changed requirements as quickly as possible.

G. Subcontracts. Contractor shall include the terms of this Exhibit in all subcontracts and require any agents, subcontractors, or subconsultants to comply with its provisions.