SECTION I

COVID-19 PANDEMIC IMPACTS ADDENDUM

Commencement of the Work: In the event that any local, state or federal governmental authority should impose a moratorium upon construction work due to the COVID-19 pandemic, at any time after contract execution but prior to the Owner’s issuance of a notice to proceed with the Work, Contractor shall not be entitled to payment of any costs associated with such a delay.

COVID-19 Related Mitigation Measures: Contractor is at all times in control of job site activities, including the means and methods of performing the Work, and also with respect to implementation of all reasonable and necessary COVID-19 related mitigation measures. Contractor shall take all reasonable and steps necessary to mitigate the risk of transmission of COVID-19 to and among its employees, as well as University students and employees as well as other persons who may be in the immediate vicinity of the jobsite. Specifically, Contractor agrees to follow the following guidelines:

* The Occupational Safety and Health Administration’s “COVID-19 Control and Prevention / Construction Work” at <https://www.osha.gov/coronavirus/control-prevention/construction>

Further, prior to starting construction activity on the jobsite, Contractor must submit the following to the Owner:

* A **Site-Specific COVID-19 Safety Plan**, consistent with the guidance referenced above.

Details related to the Site-Specific COVID-19 Safety Plan are set forth in the document entitled “OPP D&C COVID-19 Guidance”: (<https://www.opp.psu.edu/sites/opp/files/opp_design_and_construction_covid_19_guidance.pdf>).

Contractor and Owner shall discuss and work toward relaxation of such mitigation measures as the COVID-19 pandemic crisis abates, the previously referenced guidelines are amended, and/or COVID-19 restrictions are withdrawn or scaled back.

Severability: Conflict between the terms of this Addendum and any order, regulation or law by any applicable local, state or federal governmental authority that results in the partial or complete invalidity of any one or more provisions of this Addendum shall not affect the validity or continuing force and effect of any other provision.

Acknowledgement and Precedence of This Addendum: Contractor acknowledges and agrees that this Addendum constitutes a binding Contract Document. In case of any inconsistency, conflict or ambiguity between this Addendum and the terms of any other Contract Document, the terms set forth herein shall control and be given precedence.