

(DATE)

(ADDRESS LETTER TO PERSON IN "NOTICE" PROVISION OF CONTRACT)  
(ADD THE ADDRESS IN NOTICE PROVISION)

RE: COVID-19 WORK RESTART/ CONTINUATION  
(NAME PROJECT) ("PROJECT")

Dear \_\_\_\_\_:

(contractor name) ("Contractor") is in receipt of the notice from (name of GC/Owner) ("General Contractor/Owner") inviting us to continue/restart our scope of work at the above referenced Project because the Project is subject to an exempt work category, or a lawfully granted waiver from the Governor's order stopping all "non-life-sustaining" work. As you know, even if work is authorized to proceed, that work must be performed in accordance with specific CDC guidelines designed to mitigate the spread of COVID-19. These guidelines include the use of certain personal protective equipment ("PPE"), despite these items being in very short supply and generally unavailable, even to front line medical providers.

Given these circumstances, we would like to resume/continue work at the Project to the extent our employees are able and willing to work, subject to the following provisions:

1. Notwithstanding any provision to the contrary in any Contract Documents, and/or any agreements, applicable to the Contractor's scope of work, Contractor, as defined above, shall be entitled to the immunity provided by the applicable workers compensation acts for employers paying workers compensation claims, and, by this correspondence, any applicable waiver of this immunity previously granted is now void and of no legal effect for any COVID-19 related claim for illness and/or injury (including death arising from either). Contractor shall be entitled to assert this immunity as a defense to any obligation owed to any party for the defense and indemnity of any claim arising out of and/or related to a COVID-19 related claim for illness or injury (including death arising from either). If workers compensation does not cover an employee's claim, then Contractor will still not be obligated to indemnify or defend any party for a claim arising from or related to COVID-19.
2. To the extent PPE is available, Contractor will be entitled to an adjustment to its contract sum for the cost of PPE and other CDC measures required to perform the scope of work as well as the inefficiency related to working in these COVID-19 conditions. These include without limitation, social distancing, hand washing and/or other practices. If and to the extent adequate PPE or practices are not available for people on the Project, or other trades are not properly using the proper PPE and practices, Contractor shall, with 24-hours notice, be entitled to stop work without any liability for stopping work. Work is not authorized to proceed without proper PPE and related practices.
3. Contractor will be entitled to a reasonable extension to perform its work due to the delay and inefficiency caused by this COVID-19 crisis, and shall be entitled to an adjustment to its contract sum for additional costs related to performing its scope of work due under the conditions presented by COVID-19.
4. General Contractor represents that in directing and/or requesting Contractor to return / continue to work at the Project, such direction is pursuant to a lawfully obtained waiver from

Governor's shutdown order, as it may be amended, and/or the work is considered an approved category exception in that Order.

5. General Contractor/Owner represents to Contractor that no employees currently working at the Project have been diagnosed with the COVID 19 virus, and there is no quarantine order in effect for persons at the Project. Similarly, Contractor represents that none of its employees working at the Project have been diagnosed with COVID-19, and there is no quarantine order in effect for any of the Contractor's employees working at the Project.

The General Contractor/Owner and Contractor agree, intending to be legally bound hereby and for adequate consideration, that if Contractor appears on-site to perform work, that it does so subject to the acceptance of the above conditions, and that this document shall operate as a contract modification and/or change order to any provisions in any Contract Documents applicable to Contractor's work.

SIGNED,

CONTRACTOR

GENERAL CONTRACTOR/OWNER

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