AGC of America COVID-19 Epidemic Rider

Owner and Constructor (the “Parties”) recognize that the recent events concerning the COVID-19 Pandemic are unprecedented, and that the Agreement may not fully address the unusual circumstances created by various applicable governmental orders concerning the COVID-19 Pandemic, or the impacts that COVID-19 is having on economic conditions relevant to the project, including labor, materials, equipment, safety, and other impacts. Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that the Contract Sum and Contract Time as defined in the Agreement do not fully include all cost impacts or schedule impacts (collectively “Impacts”) associated with COVID-19, any other virus, disease, epidemic, or pandemic ( “Epidemic”).

Therefore, the Parties agree that if Constructor’s work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Constructor’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Constructor shall be entitled to an equitable adjustment of the Contract Sum and Contract Time for all such Impacts.

The foregoing list is not inclusive of all potential Impacts that may be associated with an Epidemic. The Parties further agree that, notwithstanding the fact that COVID-19 has been declared a pandemic, at this juncture, uncertainty persists regarding the spread and the subsequent impacts on workforce and supply chains which may ripple in a variety of unanticipated avenues, and potentially to a threshold that renders performance impracticable or impossible. Constructor will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Constructor does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Constructor cannot foresee and is not carrying all necessary costs or contingencies for such Impacts and did not include all such Impacts in its bid or proposal for this Project.

**Subcontractor Language for an COVID-19 Epidemic Rider**

If, and to the extent Constructor receives reimbursement or additional time from Owner under the prime agreement, the Subcontract Amount, Subcontract Time, and Progress Schedule shall be equitably adjusted for COVID-19 or any other epidemic, pandemic, or other declaration of public health emergency, affecting the performance of the Subcontract Work.

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AGC of America COVID-19 Epidemic Rider Short Form

Owner and Constructor (the “Parties”) acknowledge and agree the Contract Sum and Contract Time as defined in the Agreement do not fully include all cost impacts or schedule impacts (collectively “Impacts”) associated with COVID-19, any other virus, disease, epidemic, or pandemic ( “Epidemic”). The Parties agree if Constructor’s work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Constructor’s contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Constructor shall be entitled to an equitable adjustment of the Contract Sum and Contract Time for all such Impacts.

The Parties further agree, Constructor will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Constructor does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Constructor cannot foresee and is not carrying all necessary costs or contingencies for such Impacts and did not include all such Impacts in its bid or proposal for this Project.