

April 6, 2020

ELECTRI International

3 Bethesda Metro Center, Ste. 1100
Bethesda, MD 20814

Attention: Mr. Joey Shorter
Executive Director

Subject: COVID-19 Recommended Immediate Contractor Actions

Reference: ELECTRI Covid-19 Productivity Impacts Study

Dear Mr. Shorter,

Our team is excited to be working with ELECTRI on the referenced project. As we begin our efforts to quantify the impact of COVID-19 on productivity, we believe there are several immediate actions contractors should be taking in order to protect their interests. Below and attached are the specifics as well as examples. Our recommendations are as follows:

1. Reserve your rights and put all projects on notice for cost and schedule impacts. A sample letter is contained in **Appendix A** and was drafted by an attorney. You should review your proposed letter with your counsel to ensure all aspects of your work are covered. AGC National has also published a sample letter that can be found on-line.
2. Clearly document the status of all projects using written narratives, videos and photos. Loss and damage frequently occurs to projects with work slowdowns, shutdowns, weather damage and the like. The insurance companies are strongly recommending you take this action on all projects impacted by COVID-19. It is a recommended practice to contact your insurer to check if there is a specific format in which they require the information collected. The evidence is invaluable in the event of a claim. Share the information with owners, general contractors and subs so everyone is made aware of the “as-was” condition before shutting down a site. If the site is already closed, the recommendation is to request permission to gain jobsite access to document the project status.
3. Update your contract language to include pandemics, epidemics, quarantine, restricted access and travel restrictions beyond Force Majeure. A more in-depth discussion of this issue, as well as recommended contract language provisions, are included in **Appendix B**.

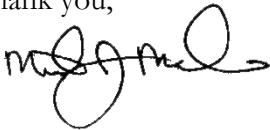
4. FFCRA/CARES Act – Get your paperwork in order and file as soon as possible for the FFCRA paid sick leave; and if you qualify for the Payroll Protection (PPP) Act, complete the application as soon as possible and collect the necessary backup documents. You may also apply for an EIDL (Economic Injury Disaster Loan). The table in **Appendix C** provides an overview. It is important to note the EIDL can be converted into a PPP Loan and have the forgiveness clause applied to the loan if used for the intended purposes. The SBA has been completely overwhelmed with applications for the PPP as their system can only handle 40,000 applications a day. The EIDL program is not nearly as taxed and may provide a good alternative to get funding approved, loaned and seek forgiveness under the same rules as the PPP.
5. Establish a means to track costs associated with the Covid-19 virus. Add new cost codes to your ERP system and instruct employees how to use the codes. Isolate individual activities at the task level. Establish and document rules as to what situation will trigger the use of the new codes. Examples of new cost codes you may consider setting up are contained in **Appendix D**.
6. Evaluate business interruption insurance coverage. Most general liability policies do not allow claims under the current circumstances, but not all policies do. Determine if you may have coverage and inquire what the cost might be to add coverage for the future. Additionally, inquire with your insurer and your attorney what exposure your company may have if one of your employees falls ill and spreads the virus on a jobsite causing impacts and / or closures.
7. Implement a daily process to get updates on projects. Keep your operations team engaged and informed. Draft an agenda, take notes and ensure that the projects that remain operational are receiving the resources they need to be successful. Additionally, have field staff self-certify and complete a compliance report. Retain all documents (digital if possible) in a secure location. Examples are included in **Appendix E**.
8. Increase employee engagement with daily check in with office staff. The remote work world is new to many so consider holding a daily or at a minimum, a weekly check in call to see how employees are doing, identify what they are working on, establish and track deadlines and ensure they feel involved and engaged in problem solving for the company.
9. Establish Restart Plans that include new workplace rules. An example is contained in **Appendix F**. Companies need to be explicit in directing project and team leaders to immediately direct workers who demonstrate symptoms of infection to be sent home to quarantine for a period of at least 14 days. In addition, anyone who has been in contact with

the person demonstrating symptoms of infection need to be identified and sent home to quarantine for 14 days.

10. Additional Resources – We at Maxim stand prepared to assist in any way needed, both strategic and tactical. We have also included a list of additional resources in **Appendix G**.

Our team is excited to assist the industry in continuing to work on this topic and look forward to hearing from you. Should you have any further questions regarding this deliverable, please feel free to contact me.

Thank you,



Michael McLin
Managing Director

APPENDIX A – SAMPLE NOTICE LETTER

Dated:

VIA E-MAIL AND U.S. MAIL

Recipient
Company
Address

Re: Notice of Delay and Cost Impact
Project:

Dear _____:

_____ has and will continue to take the recommended steps for our administrative staff and at the construction site to protect the health of our employees, customers, vendors, business partners and the public against the COVID-19 pandemic.

This unprecedented event is having a continuous impact on our operations and on construction site activities. The impacts include but are not limited to the delay in supply of materials, manpower shortages, delayed inspections and other activities by building officials and government agencies, delays caused by other subcontractors, project support working remotely, and office and field compliance with social distancing and other health and safety protocols.

At this time, we are unable to quantify either the extent of the impacts, extent of delay or increased costs resulting from these events. We are nevertheless providing you with notice of these impacts as soon as possible and in compliance with contract provisions. At this time, _____ must reserve all rights to any claims for time extension and additional costs resulting from these impacts.

We are continuously monitoring the changing circumstances and will provide you with updated information as soon as it is feasible to do so. _____ actions and decisions must remain consistent with protecting the health of our employees, business partners and the public as we attempt to satisfy the needs of our customers under these challenging circumstances.

We look forward to your cooperation and partnership as we work through these difficult conditions ahead. Please let me know if you have any question or require and additional information at this time.

Very Truly Yours,

Signature

APPENDIX B – SAMPLE CONTRACT MODIFICATION LANGUAGE

The following is not intended as a legal advice, nor a comment on the rights or responsibilities of any party to a specific contractual agreement, bond form, or particular set of facts. Rather, it is intended to educate you on a range of issues that may arise and suggestions as to possible proactive steps that might be taken by our principals and underwriters in these uncertain times. In all cases, our contractors are advised to seek their own independent legal advice based on the specific contracts and facts related to any project or claim situation. This memorandum was prepared with the benefit of, and some wholesale incorporation of parts of, several good briefing papers received from our outside counsel and others, including the Dickinson Wright, Smith Currie & Hancock, Langley, LLP, and Clark Hill Strasburger firms and ListServ ideas floated by my colleagues with the American College of Construction Lawyers and the International Academy of Mediators. There are many great minds brainstorming on construction and surety issues relating to COVID-19 and we are sure to come across further tips, check lists, and game plans as matters develop. We will do our best to keep you up to date on the latest thinking on such issues. Credit to this information goes to Markel Surety Underwriters and Claims Representatives.

Although contraction of the Coronavirus (“COVID-19”) fortunately remains a relatively low risk in the United States, COVID-19 still has the ability to “infect” a project schedule simply by reducing the supply of, or increase the cost of, labor and materials needed to complete their work. Supply lines may be interrupted. Material shortages or price escalations may develop. Travel may be restricted. There is no end to the havoc that the current COVID-19 situation might wreck on otherwise successful projects and contractors. Contractors should take precautionary measures and factor in possible labor and material delays to schedules, and any corresponding price impact, resulting from the spread of COVID-19. Contractors need to consider impacts not only in the United States, but for imported construction materials as well – especially long lead items or materials from highly infected areas (i.e., Italian marble or Chinese steel). If faced with projects requiring materials from highly affected areas, alternate or substitute materials may be an appropriate approach to stay on schedule.

Modern construction contracts commonly contain provisions addressing risks of delays resulting from “*force majeure*” (translated from French as “superior force”) and other events and circumstances beyond the control of the parties to the contract. Contractors should discuss potential delays and cost impacts due to COVID-19 during negotiation of the construction documents. Although it is reasonable to argue delay impacts from COVID-19 is a *force majeure* event that should entitle a contractor to an extension of time, the AIA or Consensus Docs form agreements do not specifically address pandemic events. Other manuscript or private forms of agreement may not include a *force majeure* clause or, worse yet, put such risks on the contractor. To avoid this potential issue, revisions to the standard construction documents, and careful review of all contracts and subcontracts, are required.

By way of example, §8.3.1 of the AIA A201 General Conditions identifies circumstances that may be commonly described or accepted as *force majeure* events, but the term “*force majeure*” is not used or mentioned in the document. Thus, to avoid future disputes (or worse, litigation) over delays and cost impacts due to COVID-19, contracting parties should consider adding the language to the AIA A201 agreement, perhaps along the lines as follows:

§ 8.3.1 **The Contract Time shall be extended and Contractor shall be entitled to an increase in the Contract Sum for its additional General Conditions and increased costs of labor and materials that are attributable to one or more of the following Impacts:** (1) *an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor;* (2) *by changes ordered in the Work;* (3) *by labor shortages and/ or disputes, fire, unusual delay in deliveries, unavoidable casualties;* **(4) disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied;** (5) *by delay authorized by the Owner pending mediation and binding dispute resolution;* (6) *by abnormal weather conditions;* (7) *by other causes beyond the Contractor’s control that justify delay;* (8) *by adverse government actions, including but not limited to tariffs and embargoes;* and/ or (9) *by any Act of God rendering performance of the Contract impossible or impractical. Any time gained by the Contractor on the Project Schedule shall not be offset against any delays as described herein.*

§6.3.1(j) of the ConsensusDocs 200 agreement references “epidemics” as a cause beyond the control of a Constructor, but it is wise to expand the definition in a similar manner noted above; to avoid any ambiguity, pandemic events are included as well. Potential price impacts may be addressed in the same section, or separately in the ConsensusDocs 200.1 Amendment No. 1 pertaining to Potentially Time and Price-Impacted Materials.

Similarly, the Federal Acquisition Regulations (“FAR”) applicable to Federal projects, and often incorporated by reference in subcontracts on those projects, deals with such issues. FAR 52.249-14 states in part:

EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Default includes failure to make progress in the work so as to endanger performance. (emphasis added)

Notably, the remedies granted in these provisions are only excusable time extensions, not additional compensation for the impacts. ConsensusDocs 200, Section 6.3 excludes epidemics, adverse governmental actions, and unavoidable circumstances from the causes for which the contractor is entitled to an equitable adjustment:

(2) In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Constructor shall be entitled to an equitable adjustment in the Contract Price subject to §6.6.

Similarly, FAR 52.249-14 addresses only a time extension for such impacts:

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

A court's or board of contract appeals' or arbitration panel's determination of whether delays caused by the spread of the coronavirus are excusable will depend on the specific facts and circumstances. A court may consider such factors as whether the length of the delay is reasonable; whether alternative pools of labor or sources of material could replace the pandemic-affected ones at a reasonable cost; whether the government shut down a project site or project management and for how long; and whether the government imposed an area-wide quarantine.

Even if a court, board, or arbitration panel finds that the delay was excusable, the language of the contract determines what, if any, remedies are available. If the contract has no *force majeure* clause, even a delay beyond the contractor's or supplier's control may not be excusable or compensable. The court will have to determine whether the purpose of the contract is entirely frustrated by the outbreak of coronavirus, nullifying it. It must also determine whether the contract affords only a time extension or compensation for damages related to the delay as well as considering what mitigating actions a contractor or supplier took to defray the delay and expense of the event.

Common to all *force majeure clauses* is the requirement to give written notice of the causes of delay. Generally, these clauses require notice to be given immediately upon the occurrence of the event that could impact performance, irrespective of whether the impact is ultimately incurred. Project participants should be hyper-vigilant about potential disruptions to their work, even erring on the side of providing advance warnings and notices of possible disruptions. To be prudent, contractors, subcontractors, and material suppliers should immediately make inquiries as to the status of pending orders and ability of counterparties to fulfill upcoming orders.

When giving notice, project participants should (1) explain how the coronavirus qualifies as a *force majeure* or other excusable event under the contract; (2) provide as much specificity as possible about impacts to performance; (3) include any additional contractually-required information to the extent it is known; and (4) provide updates as more information becomes available. For contracts still in negotiations, parties should consider including provisions specifically tailored to possible impacts from coronavirus, including suspension clauses that can be implemented on short notice and equitable adjustments to contract prices to account for disruptions and other impacts to performance.

Dodge Data & Analytics estimates that building product imports from China account for nearly 30 percent of all U.S. building product imports, making China the largest supplier to the U.S. Accordingly, current and continued disruptions to supply chains portend an almost certain impact to prices of construction products and materials. While contractors in the U.S. have already incurred or been notified of delays to construction materials, the U.S. has not felt the full cost impact of disruptions to the supply chain caused by coronavirus. To protect against or mitigate these impacts,

project participants should be fully aware of contract provisions addressing price escalation.

To the extent that *force majeure* clauses do not provide financial relief for qualifying impacting events, contractors and subcontractors will need to look to escalation clauses in their existing contracts and/or consider including such provisions in future agreements for relief. Common escalation clauses specify the materials subject to escalation and define the events that trigger the clause. Often, the triggering event is a specified percentage increase in a standard price index. Other clauses call for making price adjustments at fixed intervals (quarterly, annually, etc.) or upon certain project milestones.

Given the uniqueness of coronavirus, project participants should consider escalation clauses tailored to the circumstances with provisions flexible enough to account for the fast-changing impacts associated with the spread of the disease. These clauses should establish standards for documenting and proving the cost increases, including the exhaustion of alternative sources of supply.

To complicate matters, clarifying that a change is necessary to deal with these issues may create an inference that the unchanged documents do not already provide the protections a contracting party may suggest being applicable. Thus, careful thought should be given when a party has an ongoing relationship with an owner and general contractor and claims under existing contracts are possible.

No doubt, issues will arise on contracts, subcontracts, and bonds in force that did not have the benefit of some advance thought on the eventualities of a worldwide pandemic. In some instances, *force majeure* clauses are written with enough breadth that the pandemic may be consider “acts of God,” “embargoes,” or “causes beyond the contracting party’s control.” And, absent a *force majeure*, or escalation clause, parties may resort to theories of “impossibility of performance,” “frustration of performance,” “impossibility,” “unforeseen conditions not leading

to a meeting of the minds,” Uniform Commercial Code § 2-615 “Excuse by Failure of Presupposed Conditions” and similar arguments and theories, all of which have bubbled up in many contexts in the past...Gulf War, 911, Chinese Steel embargo, energy crisis, sick buildings, Legionnaire’s Disease, and any number of other curves thrown at society in the past. The Courts have not always relieved contractors from these risks, taking the position that these were business risks intentionally undertaken. In this situation, however, I believe they might come down more in favor of relief.

The implications for sureties remain to be seen, but our contractors are going to see some bumps in the road. Importantly, they should seek counsel of experienced construction attorneys before acting on pending issues. “Walking off,” terminating, or taking unilateral action are typically not remedies available in these circumstances...no matter how dire the delay or cost impact.

APPENDIX C – PPP LOAN VS EIDL LOAN

	Payroll Protection Loan	Economic Injury Disaster Loan
Covered Period	2/15/20 - 6/30/20	1/31/20 - 12/31/20
Amount	\$10M Max	\$2M Max
Interest Rate	1%	3.75% (business)
Term	2 years	30 years
Personal Guarantee	N/A	Waived up to \$200,000
Collateral	N/A	After \$25,000
Forgiveness	Yes	Up to 10,000

	Payroll Protection	Economic Injury Disaster Loan
Covered Period	01/15/2020 – 06/30/2020	01/31/2020 – 12/31/2020
Amount	\$10M max	\$2M max
Interest Rate	1%	3.75% (business)
Term	2 years	30 years
Personal Guarantee	N/A	Waived up to \$200,000
Collateral	N/A	After \$25,000
Forgiveness	Yes	Up to \$10,000

APPENDIX D – RECOMMENDED COST CODES

Consider implementing cost codes to track these specific impacts:

- Material cost increases for production delays and supply chain disruption.
- Inspection delays or additional costs incurred with updated inspections processes.
- Overtime if jobs are under rush to complete - think emergency medical services.
- Costs of additional personal protection equipment or health inspections.
- Increased equipment needs - are two boom/scissor lifts now needed to avoid having workers in close proximity?
- Travel costs - are employees traveling separately whereas they could previously car-pool?
- Labor costs incurred which cannot be moved during jobsite shutdowns.
- Technology costs to implement digital owner, architect, contractor meetings, and/or inspections.

APPENDIX E – SELF CERTIFICATION AND COMPLIANCE REPORT

COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Work

Employee Self-Certification

Name	Company
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I, the above-named employee, certify that I:

- Have no signs of a fever or a measured temperature above 100.3 degrees or greater, a cough or trouble breathing within the past 24 hours;
- Have not had “close contact” with an individual diagnosed with COVID-19. “Close contact” means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for about 15 minutes, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic;
- Have not been asked to self-isolate or quarantine by my doctor or a local public health official.

I understand that if I am exhibiting any symptoms of COVID-19, such as fever, cough, shortness of breath or a sore throat, or if I cannot certify the truthfulness of any of the above statements, that I am to inform my supervisor and should leave the worksite immediately and seek medical attention.

Signature

Date

COVID-19 DAILY REPORT

Contractor	Date
COVID-19 Officer	COVID-19 Officer email and phone number
Project No.	Project Name
Location (Street)	(City) (State)
Owner's Representative	Owner's Representative email and phone number

- Prior to starting their shift and/or during each job briefing or toolbox talk, all employees and subcontractor employees self-certified as required.
- Anyone unable to self-certify or exhibiting symptoms were directed to leave, seek medical attention, and told not to return to the work site until cleared by a medical professional.
- Any workers working in a confined space or inside a closed building envelope were temperature screened as required
- Laminated COVID-19 safety guidelines and handwashing instructions are posted at the jobsite as required
- Workers have access to either an indoor bathroom or an outdoor wash station with soap and paper towels
- All high contact surfaces, such as desks, laptops, vehicles, door handles, etc. and all common and meeting areas, are wiped down/cleaned at least twice a day
- A “No Congregation” policy is in effect, wherein individuals are maintaining 6 feet from other individuals, unless work conditions require workers to be closer
- Cleaning and decontamination procedures covering trailers, gates, equipment, vehicles, etc. have been shared with all employees and subcontractors and posted at all entry points to the jobsite and throughout the project site
- All machines and equipment are wiped down/decontaminated between operators/users
- Meetings are being conducted via conference call, unless a critical situation requires an in-person meeting; no meetings of more than 10 people are allowed
- All construction workers are wearing cut-resistant gloves or equivalent
- All equipment, tools, and vehicles are decontaminated/wiped down at the beginning and end of every shift

Items to be Corrected (Comment if immediately corrected)	Date Corrected

I, the above named COVID-19 Officer for the Project, hereby certify that the Contractor and all subcontractors working on the Project site on this date are in compliance with the guidelines contained in the Commonwealth of Massachusetts COVID-19 GUIDELINES AND PROCEDURES FOR ALL CONSTRUCTION SITES AND WORKERS AT ALL PUBLIC WORK issued by the Governor’s Legal Office on March 25, 2020.

Signature

Date

Print Name

APPENDIX F – WORK RULES



Commonwealth of Massachusetts
COVID-19 GUIDELINES AND PROCEDURES
FOR ALL CONSTRUCTION SITES AND WORKERS AT ALL
PUBLIC WORK

These Guidelines and Procedures **MUST** be implemented at all times on all construction sites. All construction sites **MUST** conduct a Safety Stand Down day to disseminate these Guidelines to all employees and workers.

Employee Health Protection – ZERO Tolerance

The following applies to both State employees and contracted staff working on behalf of the State.

- ZERO TOLERANCE FOR SICK WORKERS REPORTING TO WORK. IF YOU ARE SICK, STAY HOME! IF YOU FEEL SICK, GO HOME! IF YOU SEE SOMEONE SICK, SEND THEM HOME!
- If you are exhibiting any of the symptoms below, you are to report this to your supervisor (via phone, text or email) right away, and head home from the job site or stay home if already there.

If you notice a co-worker showing signs or complaining about such symptoms, he or she should be directed to their supervisor (via phone, text or email) and asked to leave the project site immediately.

COVID-19 Typical Symptoms:

- Fever
- Cough
- Shortness of Breath
- Sore Throat
- Prior to starting a shift, each employee will self-certify to their supervisor that they:
 - Have no signs of a fever or a measured temperature above 100.3 degrees or greater, a cough or trouble breathing within the past 24 hours.
 - Have not had “close contact” with an individual diagnosed with COVID-19. “Close contact” means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for about 15 minutes, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic.
 - Have not been asked to self-isolate or quarantine by their doctor or a local public health official.
- Workers that are working in a confined space or inside a closed building envelope will have to be temperature screened by a Medical Professional or Trained Individual provided that such screening is out of public view to respect privacy and results are kept private.
- Employees exhibiting symptoms or unable to self-certify should be directed to leave the work site and seek medical attention and applicable testing by their health care provider. They are not to return to the work site until cleared by a medical professional.

March 2020

General On-the-Job Guidance to Prevent Exposure & Limit the Transmission of the Virus

- No handshaking
- Wash hands often with soap for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% ethanol or 70% isopropanol
- Contractor and State Agency Field Offices are locked down to all but authorized personnel
- Each jobsite should develop cleaning and decontamination procedures that are posted and shared. These Procedures must cover all areas including trailers, gates, equipment, vehicles, etc. and shall be posted at all entry points to the sites, and throughout the project site.
- A “No Congregation” policy is in effect, individuals must implement social distancing by maintaining a minimum distance of 6-feet from other individuals
- Avoid face to face meetings – critical situations requiring in-person discussion must follow social distancing
- Conduct all meetings via conference calls, if possible. Do not convene meetings of more than 10 people. Recommend use of cell phones, texting, web meeting sites and conference calls for project discussion
- All individual work crew meetings/tailgate talks should be held outside and follow social distancing
- Please keep all crews a minimum of 6’ apart at all times to eliminate the potential of cross contamination
- At each job briefing/tool box talk, employees are asked if they are experiencing any symptoms, and are sent home if they are
- Each jobsite should have laminated COVID-19 safety guidelines and handwashing instructions
- All restroom facilities/porta-potties should be cleaned and handwashing stations must be provided with soap, hand sanitizer and paper towels
- All surfaces should be regularly cleaned, including surfaces, door handles, laptops, etc.
- All common areas and meeting areas are to be regularly cleaned and disinfected at least once a day but preferably twice a day
- Be sure to use your own water bottle, and do not share
- To avoid external contamination, we recommend everyone bring food from home
- Please maintain Social Distancing separation during breaks and lunch.
- Cover coughing or sneezing with a tissue, then throw the tissue in the trash and wash hands, if no tissue is available then cough into your elbow
- Avoid touching eyes, nose, and mouth with your hands
- To avoid sharing germs, please clean up after Yourself. DO NOT make others responsible for moving, unpacking and packing up your personal belongings
- If you or a family member is feeling ill, stay home!

Work Site Risk Prevention Practices

- At the start of each shift, confirm with all employees that they are healthy.
- We will have a 100% glove policy from today going forward. All construction workers will be required to wear cut-resistant gloves or the equivalent.
- Use of eye protection (safety goggles/face shields) is recommended
- In work conditions where required social distancing is impossible to achieve affected employees shall be supplied PPE including as appropriate a standard face mask, gloves, and eye protection.
- All employees shall drive to work site/parking area in a single occupant vehicle. Contractors / State staff shall not ride together in the same vehicle
- When entering a machine or vehicle which you are not sure you were the last person to enter, make sure that you wipe down the interior and door handles with disinfectant prior to entry
- In instances where it is possible, workers should maintain separation of 6' from each other per CDC guidelines.
- Multi person activities will be limited where feasible (two person lifting activities)
- Large gathering places on the site such as shacks and break areas will be eliminated and instead small break areas will be used with seating limited to ensure social distancing.
- Contact the cleaning person for your office trailer or office space and ensure they have proper COVID- 19 sanitation processes. Increase their cleaning visits to daily
- Clean all high contact surfaces a minimum of twice a day in order to minimize the spread of germs in areas that people touch frequently. This includes but is not limited to desks, laptops and vehicles

Wash Stations: All site-specific projects with outside construction sites without ready access to an indoor bathroom MUST install Wash Stations.

- Install hand wash stations with hot water, if possible, and soap at fire hydrants or other water sources to be used for frequent handwashing for all onsite employees
- All onsite workers must help to maintain and keep stations clean
- If a worker notices soap or towels are running low or out, immediately notify supervisors
- Garbage barrels will be placed next to the hand wash station for disposal of tissues/towels

Do all you can to maintain your good health by: getting adequate sleep; eating a balanced, healthy diet, avoid alcohol; and consume plenty of fluids.

Please Note: This document is not intended to replace any formalized procedures currently in place with the General Contractor.

Where these guidance does not meet or exceed the standards put forth by the General Contractor, everyone shall abide by the most stringent procedure available.

A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.

The approved project Health and Safety Plan (HASP) shall be modified to require that the Contractor's site-specific project COVID-19 Officer submit a written daily report to the Owner's Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with these guidelines.

Any issue of non-compliance with these guidelines shall be a basis for the suspension of work. The contractor will be required to submit a corrective action plan detailing each issue of non-conformance and a plan to rectify the issue(s). The contractor will not be allowed to resume work until the plan is approved by the Owner. Any additional issues of non-conformance may be subject to action against the contractor's prequalification and certification status.



APPENDIX G – ADDITIONAL RESOURCES

- **SBA:** <https://www.sba.gov/funding-programs/loans/paycheck-protection-program-ppp>
- **Treasury:** <https://home.treasury.gov/policy-issues/top-priorities/cares-act/assistance-for-small-businesses>
- **US Chamber of Commerce:** <https://www.uschamber.com/coronavirus#response>
- **NECA:** <https://www.necanet.org/industry-priorities/safety-regulations/neca-coronavirus-resource-center>
- **ELECTRI:** <https://electri.org/>