

Compliance with COVID -19 Requirements and Laws

1. The Consultant/vendor/proponent shall comply with all applicable guidelines, requirements, and instructions issued by ENTITY, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID -19 in the performance of the Work (“COVID Requirements”).
2. The Consultant/vendor/proponent shall ensure that all Consultant/vendor/proponent Personnel and sub Consultant/vendor/proponents engaged in the performance of the Work comply with all COVID Requirements.
 - a. Upon request by ENTITY, the Consultant/vendor/proponent shall provide to ENTITY, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of ENTITY.
3. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.

Changes to COVID Requirements

The parties acknowledge that a Force Majeure related to COVID -19 may occur and agree that the following provisions shall apply in addition to section 18.1 of the Agreement:

1. ENTITY recognizes that further changes to COVID Requirements may occur due to the COVID -19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case by case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
3. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.
4. The Consultant/vendor/proponent shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from ENTITY, the Consultant/vendor/proponent will promptly submit a sufficient and detailed description, supported by any documentation as ENTITY may reasonably require, of the measures and steps taken by the Consultant/vendor/proponent to mitigate any additional costs or delays.
5. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work for the Consultant/vendor/proponent due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
6. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Consultant/vendor/proponent and no payment shall be made to the Consultant/vendor/proponent for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Consultant/vendor/proponent for any reason related to or arising from any changes in COVID Requirements.