

COVID-19 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the “Agreement”), made this____ day of____, 2020, is made and entered into by and between _____located at _____Contractor”), and the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (the “URA”).

RECITALS:

WHEREAS, Pennsylvania State Governor Thomas Wolf has ordered all non-life-sustaining businesses in Pennsylvania to close their physical locations as of 8 p.m. March 19, 2020 to slow the spread of COVID-19; and

WHEREAS, Pennsylvania State Governor Thomas Wolf has ordered the reopening of all in-person, on-site construction in Pennsylvania as of Friday, May 1, 2020 subject to the April 23, 2020 Guidance for Businesses in the Construction Industry Permitted to Operate During the COVID-19 Disaster Emergency;

WHEREAS, the Contractor has a construction project in the State of Pennsylvania and has a contract to perform such construction with the URA;

WHEREAS, the Contractor wishes to perform on-site construction work in Pennsylvania; and

WHEREAS, the URA permits the Contractor to perform its activities provided that it follows all federal, state, and local guidance concerning COVID-19 and agrees to the terms set forth in this Agreement; and

IN CONSIDERATION of being permitted to perform on-site construction activities under a contract with the URA, the Contractor, its personal representatives, heirs, assigns, hereby acknowledge, agree, represent, and warrant:

1. Contractor will observe all safety, hygiene and sanitation guidelines set forth by federal, state, and local authorities, including, but not limited to, the Centers for Disease Control, the Pennsylvania Health Department, the Allegheny Health Department, City of Pittsburgh, law enforcement, and other authorities issuing reasonable guidance in the prevention of infectious disease.

2. Contractor agrees to comply with the On-Site COVID-19 Mitigation Policy (attached as Exhibit A), Guidance for Business in the Construction Industry (attached as Exhibit B), and PLI's External Guidelines for Construction (attached as Exhibit C).
3. Contractor assumes full responsibility for and risk of bodily injury, illness, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with its construction activities.
4. Contractor **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the URA from, against, or for any and all liability for loss or damage, and any claim or demands on account of personal injury, illness (including, without limitation, viral infection, including COVID-19), or death, or damage or destruction of property, in each case, regardless of cause, including as a result of the negligence of the URA or otherwise arising in connection with my activities on behalf of the URA or presence in, upon or about any facilities or locations with or on behalf of the URA.
5. Contractor shall be liable and shall indemnify the URA against any and all injury or loss resulting from the act, omission, or defect in Contractor's quality of work.
6. Contractor shall indemnify and hold harmless the URA and all of its agents and representatives from all suits or claims of any character brought on account of any personal or property injuries sustained as a result of any negligence in safeguarding the worksite, or through the use of unacceptable materials in construction, or on account of any act or omission by Contractor, its agents or representatives, or from any claims arising under workers' compensation laws or any other law, bylaw, ordinance, regulation, order, or decree. During the course of the work. Contractor shall be liable for all personal and property injury of any character resulting from any act, omission, negligence, or misconduct in the manner of performing the work, or due to the nonexecution of the work at any time, or due to defective work, materials, or equipment.
7. Contractor understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Pennsylvania and agrees that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

WITNESS:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:

Assistant Secretary

By: _____
Diamonte Walker
Deputy Executive Director

APPROVED AS TO LEGAL FORM:

Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS:

CONTRACTOR

By _____
Name: _____
Title: _____

Exhibit A

ON-SITE COVID-19 MITIGATION POLICY

The following is a summary of COVID-19 mitigation strategies published by federal, state, and local governments. This is not a comprehensive or exhaustive list of the measures you may be required to take. It is your responsibility to locate and understand the federal, state, and local governments' minimum mitigation measures in order to conduct on-site construction work. At a minimum, please consult the following sources:

1. <https://www.governor.pa.gov/wp-content/uploads/2020/04/20200423-Construction-Industry-Guidance.pdf>
2. <https://www.governor.pa.gov/wp-content/uploads/2020/04/20200415-SOH-worker-safety-order.pdf>
3. https://apps.pittsburghpa.gov/redtail/images/9275_PLIs_External_Guidelines_-_Governor's_Amended_COVID_Order_020200424.pdf
4. <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
5. <https://www.health.pa.gov/topics/disease/coronavirus/Pages/Coronavirus.aspx>,
6. <https://dced.pa.gov/resources/>
7. <https://www.alleghenycounty.us/Health-Department/Resources/COVID-19/Information-for-Residents/Mitigation-Steps.aspx>
8. <https://pittsburghpa.gov/mayor/covid-updates>

The URA requires Contractor to establish and enforce a safety policy that mitigates the risk of exposure to COVID-19 at the worksite. At a minimum, the Contractor's COVID-19 mitigation policy must contain the following:

1. Limit personnel at worksites to comply with Pennsylvania Governor Thomas Wolf's Guidance for Businesses in the Construction Industry Permitted to Operate During the COVID-19 Disaster Emergency, and in no case, limit personnel at worksites to no more than 10 people.
2. Minimize groups of workers by implementing staggered start/stop times and breaks and stacking trades when feasible.
3. Mandate social distancing (i.e. maintain at least six feet of distance between all other people) whenever possible.
4. Require all employees to wear a face mask when on the jobsite.
 - a. Masks must be made available to all employees.
5. When social distancing is not possible—given the task or the task's location, provide operation-specific alternative safety measures to be implemented (e.g. wear gloves, open windows or doors for increased air flow, etc.).
6. Limit activities that increase workers' exposure to COVID-19, including the limitation of jobsite deliveries, tool sharing, vehicle sharing, and access to enclosed spaces.
7. The expectations for employee and worksite hygiene, including hand washing, appropriate coughing/sneezing practice, and jobsite and tool sanitation protocol.

- a. Hand washing supplies and adequate cleaning supplies must be made available at every worksite.
8. Designate one (or more) individual(s), at each worksite, to convey, implement, and enforce social distancing, mask wearing, and the Contractor's COVID-19 mitigation policy as well as federal, state, and local mandates concerning COVID-19.
9. Designate one (or more) individual(s), at each worksite, to screen employees for COVID-19 symptoms (i.e. fever, cough, shortness of breath), including—at minimum—taking each on-site employee's temperature upon entering the worksite; if any employee's temperature is at or above 100.4 degrees Fahrenheit, such employee must be sent home.
10. A policy for managing sick employees, including when an employee has been exposed to someone with COVID-19, when an employee has been diagnosed with COVID-19, when an employee may return to work after exposure to COVID-19, and how the employer will respond to exposure of the worksite to COVID-19.
11. A policy to close-off and clean areas of a worksite where employees with probable or confirmed COVID-19 exposure have worked.
12. A process—virtual, if possible—to be used to inform employees of the COVID-19 mitigation policy.
13. A process—virtual, if possible—to ensure subcontractors are informed of and comply with all the requirements of this list.

Exhibit B

Exhibit C