

6. This GMP includes, as set forth below, an initial allowance of \$300,000 for compensation to the Construction Manager ("CM") for certain costs the Construction Manager incurs as a result of the COVID-19 pandemic, future epidemics or pandemics (collectively, "Pandemic"), and governmental orders and potential governmental orders associated with the same related to costs due to resulting delays, suspension(s), and material or equipment delays or shortages as further described below ("Pandemic Allowance").

This Pandemic Allowance shall be utilized to compensate the Construction Manager for the below-described costs ("Pandemic Costs"), including appropriate markups for increased insurance and bonding (but excluding Fee, which shall not be applied to any Pandemic Costs); provided that, only Pandemic Costs reasonably necessary for compliance with recommended Pandemic safety practices for the Project issued by local, state or federal law, regulations, or Pandemic-specific safety guidelines, including guidelines issued by the CDC or WHO, or other guidelines, if any, that the Owner and Construction Manager agree are in the best interest of the safety of personnel in or around the Project ("Pandemic Standards").

Construction Manager shall timely identify and submit to Owner any updates to the Pandemic Standards after this GMP Amendment has been executed.

The parties agree that long-term forecasting of the costs and impacts of the COVID-19 Pandemic is speculative. Therefore, the Pandemic Allowance shall include Pandemic Costs incurred through the execution of the GMP and shall also be based on a cost projection for the three (3) months following the date of acceptance of the GMP. Should the parties not agree to mutually agreeable terms within the first two week review period or any subsequent two week review periods as needed, the Owner-CM Agreement shall be automatically terminated. The CM shall be paid for its termination costs in accordance with Section 10.7.2 of the Agreement and the CM shall not be liable for any Damages that result from said termination.

The Pandemic Costs shall include:

- a) General Requirements ("GR's")/Direct Costs. Additional Direct Costs of complying with the requirements of applicable Pandemic Standards, such as cleaning and testing supplies for the necessary sanitizing of equipment, materials and the jobsite, Anti-microbial surface protection chemicals and associated testing procedures for micro-organisms; constructing additional access for social distancing; supplying PPE (including face masks, face covers or face shields); additional Portojohns and daily cleaning of the Portojohns as required by Pandemic Standards; hand washing stations (including hand sanitizers), Pandemic signage and banners, and no contact thermometers; additional tools or equipment required to perform the Work in compliance with Pandemic Standards; and related labor and carpentry work necessary to install, manage, and maintain these Pandemic Standards.
- b) General Conditions Costs. Additional General Conditions costs for CM Staffing (project management and supervision), but only to the extent such staffing is required to manage and monitor Pandemic Standards (including enforcing and collecting Self Certification paperwork, Temperature Checking/Health Screening, Social Distancing monitoring, suspected/actual case tracking, revised logistics/sequencing planning, shift work supervision and planning, daily reporting and other similar management and supervision efforts as needed) (collectively

"Additional Efforts"). The Construction Manager shall endeavor to utilize its current staffing for these Additional Efforts within normal operating hours if possible. The staffing needs and projections for these Additional Efforts shall be reviewed with all other additional costs for each forecast period pursuant to paragraph (e) below.

- c) Schedule Delay Costs. The Contract Time shall be extended on a day-for-day basis for any schedule impacts attributable to the Pandemic as reasonably demonstrated by the Construction Manager ("Pandemic Delay"), less any Contract Time due to any concurrent impacts unrelated to the Pandemic. In addition, the Construction Manager shall be entitled to recover its extended General Requirements and General Conditions costs for a Pandemic Delay. Extended General Conditions costs shall be based on the staffing engaged during the period of Pandemic Delay. Extended General Requirements costs, such as general labor/cleaning/carpentry, office/storage trailer and equipment rentals, police details, portojohn rentals and other time dependent GR's, shall be based on an average monthly cost of the actual GR's utilized on site during the period of Pandemic Delay. As a condition of CM's right to recover, all such costs shall be reasonably substantiated in accordance with the requirements of the Contract Documents.
- d) Procedure for Payments. In accordance with the currently established Allowance process, the tracking of costs, approvals and distribution of payments requested through the Pandemic Allowance shall include a weekly review of Pandemic Allowance costs to maintain alignment on scope performed as Work progresses. Owner approval of proposed Change Orders to reconcile Pandemic Allowance funds shall be performed monthly. The CM shall furnish the Owner with a written breakdown of all reimbursable Pandemic Cost items for which the CM is requesting a Change Order from the Pandemic Allowance. Disbursement of all payments requested from the Pandemic Allowance shall be in accordance with the Payment Application process, except as otherwise provided herein.
- e) Subsequent Increased Pandemic Allowance (if Necessary). The Parties shall promptly and mutually agree to adjust the Pandemic Allowance based on a revised forecasted budget at the end of the three month period and subsequent time periods as follows: Two weeks prior to the end of the first three month Pandemic Allowance projection period, Owner and Construction Manager shall negotiate in good faith an updated Pandemic Allowance to be completed prior to the end of the current Pandemic Allowance period. The updated Pandemic Allowance shall be reconciled based on then current knowledge. The new time period projection shall be applicable to a subsequent three-month period (or other period of time as mutually agreed by the parties). In the event changes in circumstances related to the Pandemic (resulting in the relaxation or removal of Pandemic Standards or changes in impacts from the Pandemic), the parties may mutually agree to suspend the funding of the Pandemic Allowance for the next three month period. Due to the fluid nature of the Pandemic, however, and in anticipation that the Pandemic may wane and surge throughout the term of the Project, the parties agree that the Pandemic Allowance shall remain accessible and available as a means of impact recovery as set forth in this Paragraph 6 for the duration of the Project whether or not the Parties agree to fund it for a particular period.