*[***Date*]***

***VIA EMAIL:* \*\*\***

**[ADDRESS]**

Dear**[fill in]:**

Re: Delay Claim arising out of Covid-19 Pandemic – **[Reference to Project]**

Thank you for your email of **[fill in**], attaching a copy of your correspondence to **[if we are cc’d on original correspondence or reference original letter if assigned directly to Province]** outlining your formal notice of delay associated with the **[LOCATION OF PROJECT]** project.

While we recognize the Covid-19 Pandemic is an unusual event and one which arose which is outside the control of either party, the existence of the Pandemic in and of itself is insufficient to meet the requirements for a delay under your contract. You must provide evidence of a direct link between the restrictions and your *inability* to carry out the work within the timeframes provided in your contract.

Currently, the Province has recognized Construction as being essential. Contractors are free to continue with their projects but have been asked to carry out work while abiding by the social distancing rule. We understand you are taking steps to mitigate any delays and appreciate your efforts.

Under the terms of your contract, specifically Clause 32, the Department has the authority to grant an extension of time for you to complete the project. Before an extension can be granted, however, you must provide sufficient documentation substantiating the need for additional time. As the Province has not issued a work stoppage order, as contemplated by Clause 35, there is no right to additional compensation.

We understand the intent of your letter is to notify the Department of a potential delay arising out of Covid-19, recognizing it remains to be seen whether you can complete the project within the timeframe specified. Based on the evidence provided to date, there is insufficient information to demonstrate an extension is required to complete the project.

Best regards,