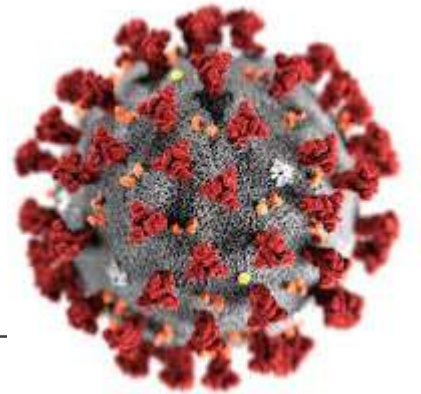


Protecting the Surety During the COVID-19 Pandemic



THE PANDEMIC &
EXCUSABLE DELAYS

Presented by Manier & Herod
www.manierherod.com



Epidemics & the FAR

- Epidemic

- The occurrence of more cases of a disease than would be expected in a community or region during a given time period.

- Pandemic

- An epidemic that becomes very widespread and affects a whole region, a continent, or the world due to a susceptible population.

Epidemics & Excusable Delays

FAR 52.249-14(a) Excusable Delays

[T]he 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.

Epidemics & Excusable Delays

FAR 52.249(b)(1) Default

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if . . . [t]he delay in completing the work **arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor**. Examples of such causes include . . . **epidemics** . . . **quarantine restrictions**

Epidemics & Excusable Delays

FAR 52.249(b)(1) Default

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if . . . [t]he Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay.



Disclaimer:

This presentation is for educational purposes and not intended to be legal advice. In any general presentation on legal topics, the audience should seek separate legal advice on their specific cases and facts. In this unique environment dealing with the impacts of a worldwide pandemic, this advice is even more important. The legal analysis of your claim may be dependent on facts, contractual language, laws of your jurisdiction and other issues beyond the scope of this presentation. We hope you find this brief presentation beneficial.



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