



مدیریت ادعاء و اختلافات در طول چرخه حیات پروژه

بخش هفتم:

نحوه تدوین کتابچه لایحه ادعا
(فرآیند + قالب + اجزاء + نمونه موردی + فرم)

ارائه دهنده:

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What we will learn?

- ☐ Front Cover
- ☐ Formatting of the Document
- ☐ General Process
- ☐ Table of Contents
- ☐ Executive Summary
- ☐ Claim Section I. Introduction (Statement of the Claim)
- ☐ Definitions, Abbreviations and Clarifications
- ☐ Claim Section II. Contract Representations
- ☐ Claim Section III. Contractor's Plan
- ☐ Claim Section IV. Actual Conditions
- ☐ Claim Section V. Impact of Actual Conditions
- ☐ Claim Section VI. Legal Entitlement
- ☐ Claim Section VII. Quantification of Claim
- ☐ Claim Section VIII. Formal Statement of Claim
- ☐ Claim Section IX. Appendix
- ☐ Helpful Forms



Preparing a claim

- ❑ There are a **variety of ways** to prepare a claim.
- ❑ **No format** will be **best in every instance**.
 - ❖ Yet, the format discussed in this session is the **one most often used**.
 - ❖ It is designed to
 - ✓ Address a variety of **different readers**,
 - ✓ Present the claim in a manner similar to how it would be proved in **court**
 - ✓ Permit **several people** to work on the **preparation effort**.

It is important to utilize project personnel who know what happened during construction.

What is the **overall goal** of the claim presentation?





Preparing a claim

- ☐ The **overall goal** of the claim presentation should be to **provide** the owner's executive and the project level personnel with **sufficient facts** to support
1. Entitlement
 2. Time
 3. Additional compensation
- requested.**

Front Cover

The front cover: Format

☐ A front cover of a claim document should contain the following as a **minimum requirement**:

1. The claimant's name
2. The project title
3. The claim title or brief description of the issue
4. The revision reference
5. The revision date

The front cover: Format

- ❑ Additionally, the following information may be either **desirable or necessary** according to the **particular situation**:

1. The claimant's company logo
2. The other party's name
3. A rendering of the project
4. The claim number
5. The document reference number
6. The author
7. The reviewer
8. Graphics to make it look attractive

The inclusion of a **document revision box** is useful because in many cases a claim document will go through **more than one version**, both at the **drafting stage** and as the **review, response and negotiations** proceed. Consequently, there may be **several versions** in existence, so it is important to keep a track on revisions during the drafting stage and to clearly **identify the appropriate revision** once the document has been finalised and issued. For this reason, it is also sensible to include the **revision number** in the **headers or footers** of **each page**.

The front cover: Sample

JOHNSON CONSTRUCTION GROUP

RED ROSE TOWER, NEWTOWN

CLAIM No. 6

for

An Extension to the Time for Completion and Additional Payment

in connection with

Delays Arising from the Electrical Transformer Room

Volume 1 of 2

Revision	Date	Submitted To	For	Prepared By	Reviewed By
0	19/04/13	Dawson-Wilkinson Partnership	The Engineer's Determination	C Woodward	S Thompson



The front cover: Checklist

Checklist – Front cover

1. Claimant's name
2. Project title
3. Claim title or brief description
4. Revision reference
5. Revision date
6. Company logo
7. The party's name
8. Rendering or picture of the project
9. Claim number
10. Volume number
11. Document reference number
12. Author
13. Reviewer
14. Attractive layout

Formatting of the Document



Formatting of the document: Font

The font should be such that it is easily readable, which generally means that artistic-type fonts should be avoided and that the font size should be either 11 or 12 point.

Formatting of the document: Page Layout

The page layout should be such that the left-hand side of the narrative does not 'disappear' when the document is bound. It is also a good idea to leave a reasonably sized right-hand margin so that there is space to make handwritten notes while reading or reviewing. I find that 25 mm (1 inch) margins are about right.

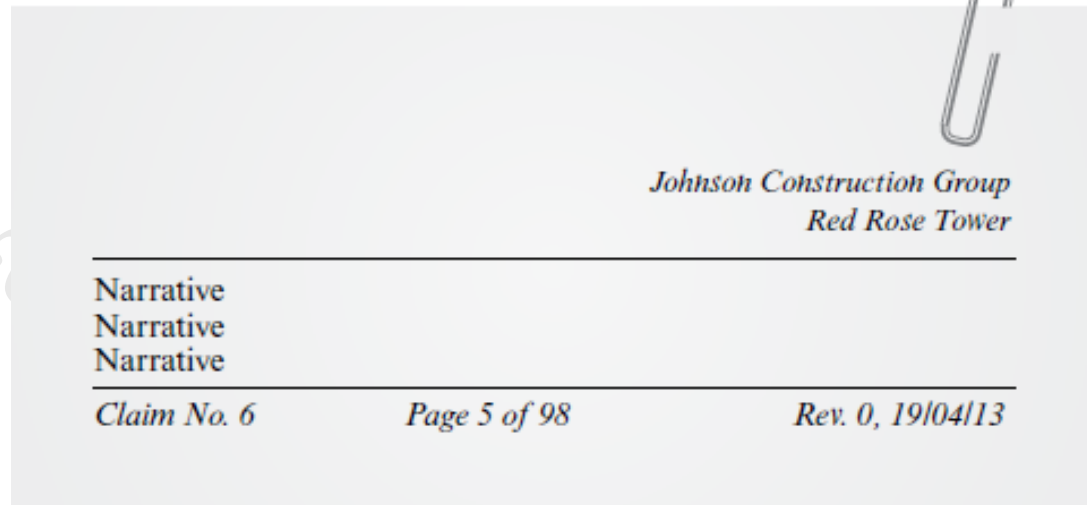
Prepared by Dr. DO NOT DISTRIBUTE

Formatting of the document: Line Spacing

Line spacing can also help for both ease of reading and again for the making of notes or highlighting certain passages for emphasis or for later attention. I find that 1.5 or 2.0 line spacing works well in this respect.

Formatting of the document: Headers and footer

Headers and footers may be used effectively, possibly to identify the company that 'owns' the document, the title of the document, the revision number, the date of the revision and the page numbers. The layout and fonts of headers and footers may be used effectively to enhance the appearance of the document.



Johnson Construction Group
Red Rose Tower

Narrative
Narrative
Narrative

Claim No. 6 *Page 5 of 98* *Rev. 0, 19/04/13*

Table of Contents

Table of contents: Purpose

Table of Contents

Purpose

The purpose of the Table of Contents section is to provide the reader with an index to the general topics included in the claim and show where to find them. All claims should, at the minimum, contain all the topics listed below. Some claims may have subtopic headings. Complex claims may have Sections I through IX for each claim issue.

The list of contents should appear on the first page following the front cover. While this should be fairly obvious, many documents omit this simple item with the result that the reviewer can spend needless time when trying to locate a particular section or item.

What is the **format** of the Table of Contents?

Table of contents: Format

<u>Section</u>	<u>Topic</u>	<u>Page</u>
I.	Introduction	
II.	Contract Representations	
III.	Contractor's Plan	
IV.	Actual Conditions	
V.	Impact of Actual Conditions	
VI.	Legal Entitlement	
VII.	Quantification Summary	
VIII.	Formal Statement of Claim	
IX.	Appendix	
	a.	
	b.	
	c.	
	d.	

Table of contents: Sample

CONTENTS			
Section			Page
Section 1	Executive Summary	:	3
Section 2	Statement of Claim	:	5
Section 3	Definitions, Abbreviations and Clarifications	:	8
Section 4	The Contract Particulars	:	10
Section 5	The Method of Delay Analysis	:	15
Section 6	Details of the Claim for an Extension of the Time for Completion	:	20

Table of contents: Sample

Section 7	Details of the Claim for Additional Payment	: 30
Appendix A:	Exhibits	
Appendix B:	EOT 2 Baseline Programme	
Appendix C:	Revision C Drawings of the Transformer Room	
Appendix D:	Photographic Records Showing the Status of the Transformer Room at the Time the Alteration Work was Instructed	
Appendix E:	Extracts from the Contractor's Monthly Report for December 2012 Showing the Contractor's Progress Against the Baseline Programme	
Appendix F:	Revision D Drawings of the Transformer Room	
Appendix G:	Impacted As-Planned Programme	
Appendix H:	Extracts from the Contractor's Audited Accounts for 2010, 2011 and 2012	
Appendix I:	Cost Calculations	
Appendix J:	Supporting Information for the Cost Calculations	



Table of contents: Checklist

Checklist – Contents

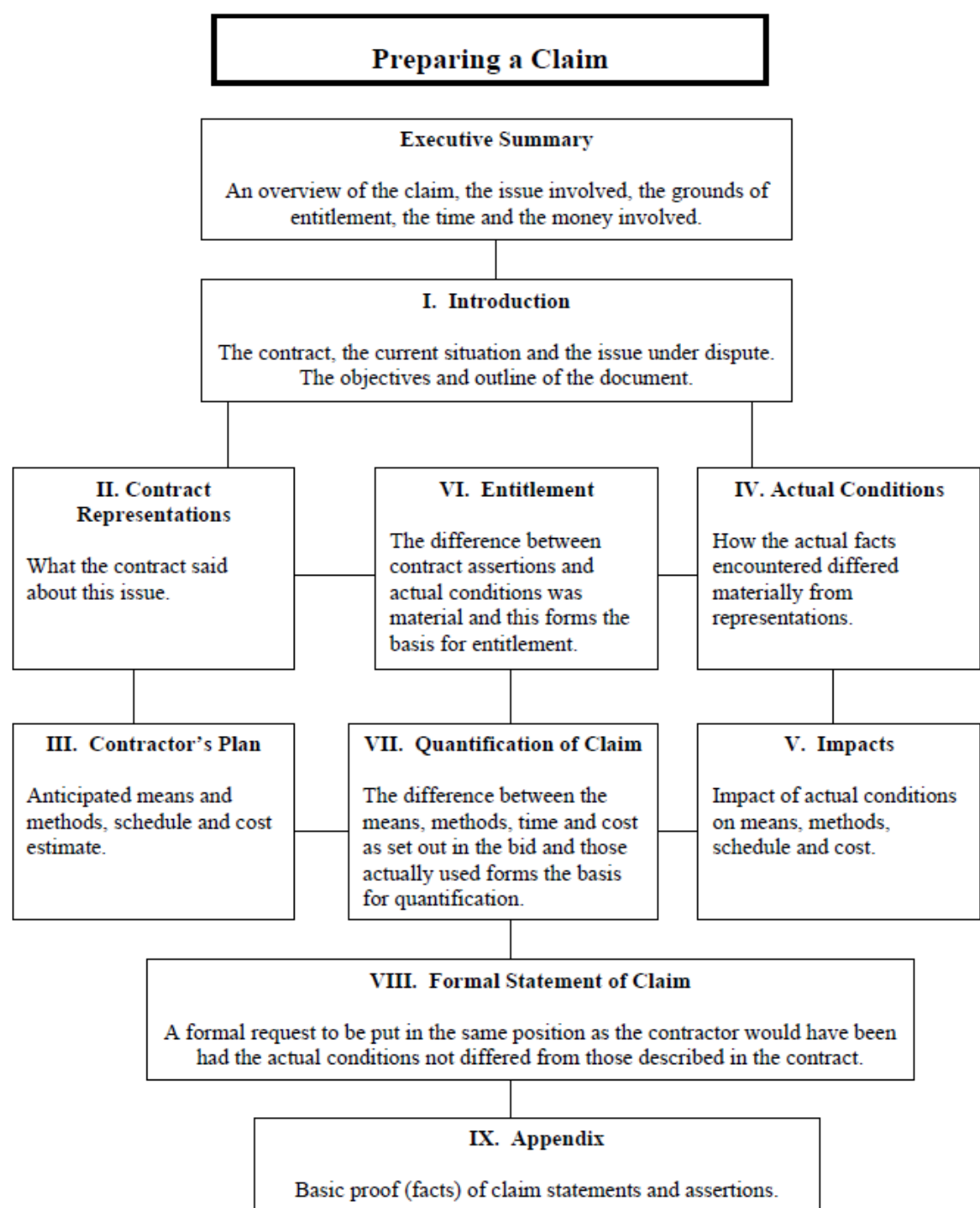
1. Section Numbers.
2. Section titles.
3. Page numbers.

The Contents could, of course, be expanded to include subsections. This is particularly useful if the document is lengthy or includes several heads of claim.

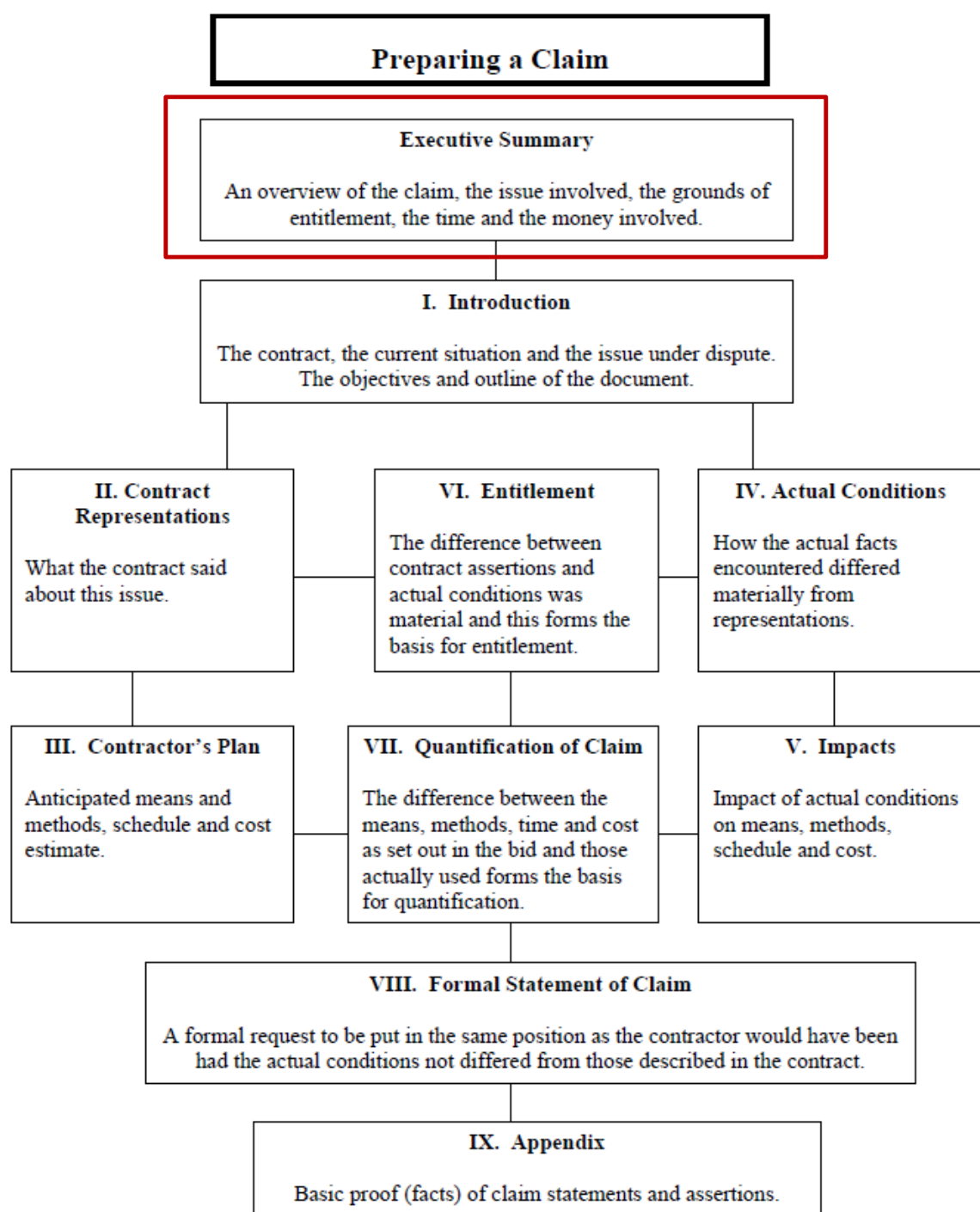
General Process

Preparing a claim

Executive Summary ☐ _____ ☐ _____ ☐ _____	I. Introduction ☐ _____ ☐ _____ ☐ _____	II. Contract Representations ☐ _____ ☐ _____ ☐ _____
III. CONTRACTOR'S PLAN ☐ _____ ☐ _____ ☐ _____	IV. Actual Conditions ☐ _____ ☐ _____ ☐ _____	V. Impact of Actual Conditions ☐ _____ ☐ _____ ☐ _____
VI. ENTITLEMENT ☐ _____ ☐ _____ ☐ _____	VII. QUANTIFICATION OF CLAIM ☐ _____ ☐ _____ ☐ _____	VIII. FORMAL STATEMENT OF CLAIM ☐ _____ ☐ _____ ☐ _____



Executive Summary



Executive summary: Purpose

Purpose

The purpose of the Executive Summary is to tell the owner's executive everything he or she needs to know – description of the project, what happened, what the contractor wants, and why the contractor is entitled to it. The reader should have a basic understanding of these points or questions by reading the summary without reading the body of the claim. The Executive Summary is the first level of the three levels of a good claim presentation: (1) *Summary*, (2) *Body of the Claim*, and (3) *Supporting Technical Arguments and Data* (Appendix).

The targeted reader is the executive administrator or other decision maker who is probably unfamiliar with the project and may be relying on subordinates for the details of the claim. The summary should leave the reader with the impression that if what the contractor presents is correct, it is the entitled to an adjustment in the contract price.

What are the **important points** about Executive Summary?

Executive summary: Important points

It should be obvious that the executive summary cannot be drafted until all the other sections have been completed. Somewhat illogically, therefore, in terms of how we proceed to draft the claim document, this needs to be the first part of the narrative and should follow immediately after the Contents page, but will be the last section to be written. As we will see later, if the various sections of the claim are approached in a logical manner, the executive summary may be fairly easily compiled from the introductions and conclusions of the individual sections. I find that it is good practice to leave the drafting of the executive summary until internal reviews have been carried out, because this ensures that it accurately reflects the final version that will be 'locked down' for submission.

What is the **format** of the Executive Summary?

Executive summary: Format

The format for this section is as follows:

1. Title

(a) Project

(b) Claim/Id

(c) Owner

(d) Contractor

(e) Date

1. Title

Project: ABC Power Substation Project

Claim ID: EOT & Cost Claim No. 03 – Transformer Room Design Change

Owner: National Electricity Authority

Contractor: XYZ Engineering and Construction Ltd.

Date: 16 December 2025

Executive summary: Format

2. Project Description (no more than one paragraph)

- (a) Parties
- (b) General Description
- (c) Description of elements of work that are the subjects of this claim. (Pictures)

2. Project Description

The ABC Power Substation Project is being executed under a lump-sum, FIDIC-based contract between the National Electricity Authority (the Owner) and XYZ Engineering and Construction Ltd. (the Contractor). The scope of work includes civil works, installation of electrical equipment, and commissioning of the substation facilities. This claim relates specifically to the construction of the Transformer Room, which is a critical facility required for installation and energization of the transformers.

Executive summary: Format

3. Event (What Happened) (Pictures-Graphics)

4. Proposal (What the Contractor Wants)

- (a) Money
- (b) Time
- (c) Reservation of rights, if any . . .

3. Event (What Happened)

The Contractor commenced construction of the Transformer Room in accordance with the approved Issued-For-Construction drawings. On 10 April 2024, after construction of the foundations and partial superstructure had already been completed, the Owner issued revised drawings requiring significant changes to the layout, dimensions, and structural configuration of the Transformer Room. The instruction required suspension of ongoing works, demolition of completed elements, redesign coordination, and resequencing of construction activities.

(Refer to photographs and drawings included in Appendix D.)

Executive summary: Format

3. Event (What Happened) (Pictures-Graphics)

4. Proposal (What the Contractor Wants)

- (a) Money
- (b) Time
- (c) Reservation of rights, if any . . .

4. Proposal (What the Contractor Wants)

(a) Money

The Contractor requests payment of additional costs incurred as a direct result of the instructed design changes, including prolongation costs, additional labor, equipment usage, site overheads, and rework costs.

(b) Time

The Contractor requests an Extension of Time of 45 calendar days to the Time for Completion due to the impact of the instructed changes on activities located on the critical path of the project programme.

(c) Reservation of Rights

The Contractor reserves the right to submit further claims should additional time or cost impacts arise from the same event or from related instructions.



Executive summary: Format

5. Entitlement

(a) Change in Contract

i. What was specified?

The Contract specified that the Transformer Room was to be constructed in accordance with the approved Issued-For-Construction drawings issued prior to commencement of the works.

ii. How was it changed?

The Owner instructed revised drawings that materially altered the design, layout, and structural requirements of the Transformer Room after construction had commenced.

5. Entitlement

(a) Change in Contract

- i. What was specified?
- ii. How was it changed?

(b) Differing Condition

- i. What was represented?
- ii. What was discovered?

(c) Delays in the Work

- i. What was the delay?
- ii. How did it impact the work?

(d) Breach of Warranty

- i. What was warranted?
- ii. What happened?

(e) Other

Executive summary: Format

(b) Differing Condition

i. What was represented?

The Contract documents represented that the original design of the Transformer Room was final and suitable for construction.

ii. What was discovered?

The Contractor discovered that the original design was revised due to Owner-initiated requirements, necessitating changes to completed and ongoing works.

5. Entitlement

(a) Change in Contract

- i. What was specified?
- ii. How was it changed?

(b) Differing Condition

- i. What was represented?
- ii. What was discovered?

(c) Delays in the Work

- i. What was the delay?
- ii. How did it impact the work?

(d) Breach of Warranty

- i. What was warranted?
- ii. What happened?

(e) Other

Executive summary: Format

(c) Delays in the Work

i. What was the delay?

The delay consisted of work suspension, demolition, redesign coordination, and resequencing of activities related to the Transformer Room.

ii. How did it impact the work?

The affected activities were on the critical path, resulting in a direct delay to the overall project completion date.

5. Entitlement

(a) Change in Contract

- i. What was specified?
- ii. How was it changed?

(b) Differing Condition

- i. What was represented?
- ii. What was discovered?

(c) Delays in the Work

- i. What was the delay?
- ii. How did it impact the work?

(d) Breach of Warranty

- i. What was warranted?
- ii. What happened?

(e) Other

Executive summary: Format

(d) Breach of Warranty

i. What was warranted?

The Owner warranted that the issued drawings were suitable and complete for construction.

ii. What happened?

Subsequent revisions demonstrated that the original drawings were not final, resulting in rework and delay.

5. Entitlement

(a) Change in Contract

- i. What was specified?
- ii. How was it changed?

(b) Differing Condition

- i. What was represented?
- ii. What was discovered?

(c) Delays in the Work

- i. What was the delay?
- ii. How did it impact the work?

(d) Breach of Warranty

- i. What was warranted?
- ii. What happened?

(e) Other

Executive summary: Format

(e) Other

The Contractor acted promptly, complied with all instructions, and implemented reasonable mitigation measures to minimize delay and cost impacts.

5. Entitlement

(a) Change in Contract

- i. What was specified?
- ii. How was it changed?

(b) Differing Condition

- i. What was represented?
- ii. What was discovered?

(c) Delays in the Work

- i. What was the delay?
- ii. How did it impact the work?

(d) Breach of Warranty

- i. What was warranted?
- ii. What happened?

(e) Other

Executive summary: Format

6. Summary

Briefly restate what happened and how it affected the contractor with respect to means and methods, and schedule costs.

6. Summary

In summary, the Owner's instruction to revise the Transformer Room design after commencement of construction constituted a change to the Contract and disrupted the Contractor's planned means and methods. These events caused unavoidable delays and additional costs that were beyond the Contractor's control. Accordingly, the Contractor is entitled to an Extension of Time and additional payment in accordance with the Contract.

Please note:

A claim is easier to read and more persuasive if visuals such as graphs, charts, etc., are used.

Let's see an example...

Executive summary: Sample

SECTION 1 EXECUTIVE SUMMARY

1. A Contract was entered into between Jason Leonard Developments (hereinafter called 'the Employer' or 'JLD') and Johnson Construction Group (hereinafter called 'the Contractor' or 'JCG') for the construction of a mixed-use, 16-storey building known as Red Rose Tower which includes heating, ventilating and air-conditioning systems throughout. The building is designed to a high technical specification, particularly with regard to energy conservation, and a sophisticated building-management system is included.
2. The Contractor asserts that delays arising out of a redesign of the Electrical Transformer Room caused a delay for which he is entitled to an extension of the Time for Completion.
3. The Contractor also considers that he is entitled to additional payment to compensate him for the additional time that he was obliged to remain on site and to provide contributions to his head-office running costs.
4. The Contractor has completed a delay analysis to demonstrate the extension of time to which he considers himself entitled, a detailed explanation of which is included herein under Section 5. This explains that the latest as-planned programme has been used to create an impacted as-planned programme in order to demonstrate the effect of the delay event on the Time for Completion.

5. Section 6 herein demonstrates the following:
- The requirements of the National Electricity Company resulted in the Engineer being obliged to instruct the Contractor to carry out alterations to the already constructed Electrical Transformer Room to revise the layout in order to meet these requirements.
 - The instruction for this work was issued to the Contractor at a time when the work affected the programmed dates for installation and commissioning of the electrical transformers, the subsequent power-on date and the start of the testing and commissioning activities.
 - The Contractor took various steps to minimise the time taken to carry out the alteration work and also mitigated the delay by completing the testing and commissioning activity within a reduced duration from that which was planned.
 - The Contractor has demonstrated the effect of the delay by producing a delay analysis which demonstrates that the instructed work caused a delay to the completion of the project of 30 days, resulting in a revised completion date of 11 March 2013.
 - The Contractor has demonstrated that there were no Contractor-caused delays concurrent with this delay event.
 - The Contractor's entitlement to an extension of the Time for Completion is contained in the following clauses:
 - Sub-Clause 1.9 [*Delayed Drawings or Instructions*]
 - Sub-Clause 4.7 [*Setting Out*]
 - Sub-Clause 8.4 [*Extension of Time for Completion*]
 - Sub-Clause 8.5 [*Delays Caused by Authorities*]
 - The Contractor has complied with the provisions of Sub-Clause 20.1 [*Contractor's Claims*] with regard to the issue of a notice of claim and the submission of his claim and detailed particulars to a fair and reasonable extent.
 - The reasons entitling the Contractor to an extension of the Time for Completion for the delay have negated the Employer's entitlement to the payment of delay damages.
6. Section 7 herein demonstrates the following:
- The Contractor's entitlement to additional payment is contained in the following clauses:
 - Sub-Clause 1.9 [*Delayed Drawings or Instructions*]
 - Sub-Clause 4.7 [*Setting Out*]
 - The Contractor has complied with the provisions of Sub-Clause 20.1 [*Contractor's Claims*] to a fair and reasonable extent.

Executive summary: Sample

- c. The additional payment to which the Contractor is entitled consists of:
 - i. Site Establishment Costs
 - ii. Contractual Costs
 - iii. Head-Office Overheads and Profit
 - iv. Finance Costs
 - v. Reasonable Profit
- d. Substantiation of the costs has been provided by way of documents included herein under Appendix J.
- 7. The Contractor therefore claims an extension of the Time for Completion to 11 March 2013 for the delay event included in this claim and requests the Engineer, as is required by the Contract, to make a fair determination of such.
- 8. The Contractor also claims that, pursuant to the Contract and to common law, he should be awarded an additional payment of £331,045 to compensate him for additional costs expended throughout the period of prolongation, plus reasonable profit, and he similarly requests the Engineer to make a fair determination in this respect in accordance with the Contract.



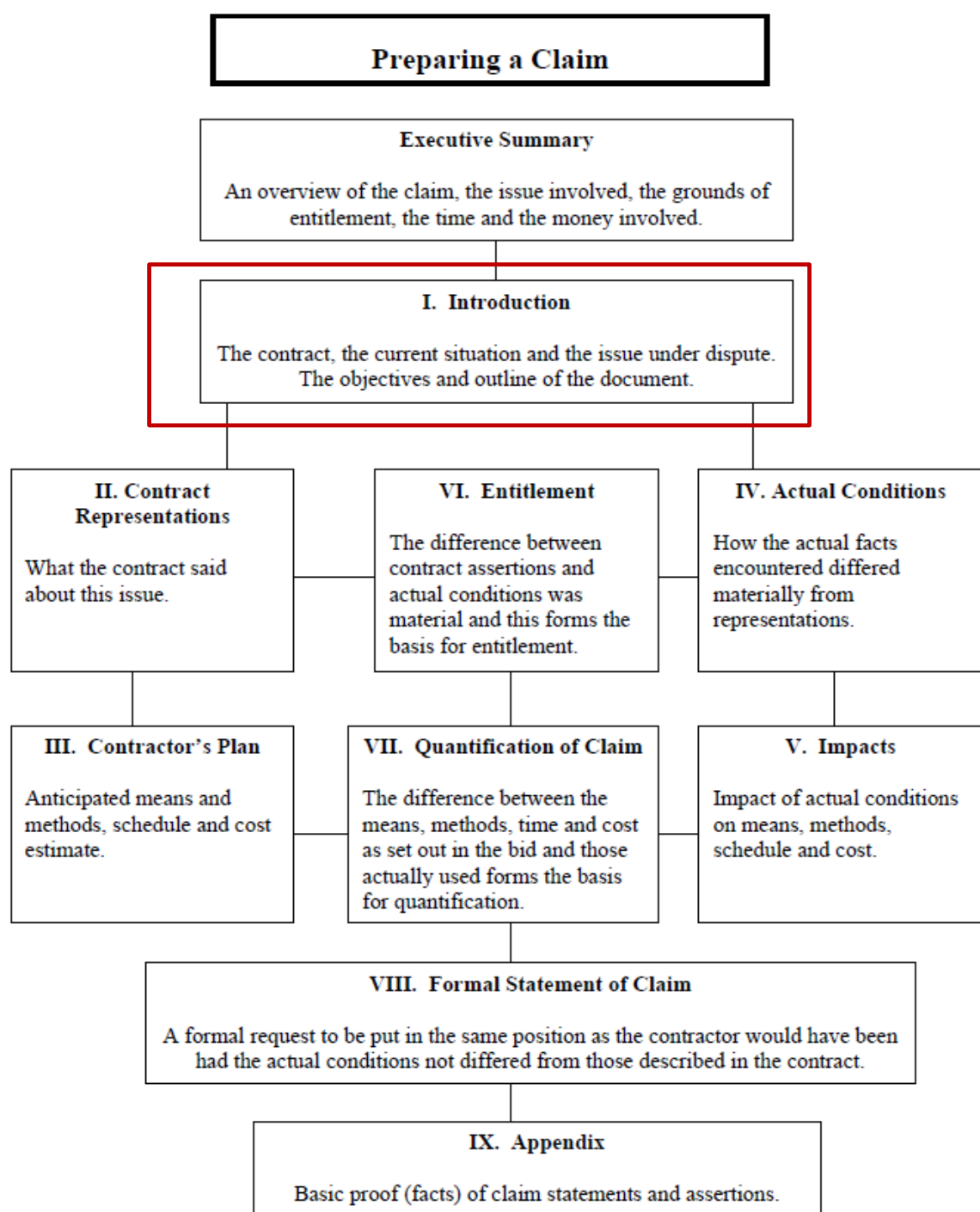
Executive summary: Checklist

Checklist – Executive summary

1. Contains a summary of all the Sections.
2. Includes any last-minute changes and revisions to the main narrative.

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Claim Section I. Introduction



Claim Section I. Introduction: Purpose

Purpose

The purpose of the Introduction section is to provide the reader with a general background sufficient enough to mentally prepare him to understand and accept the presentation that is to follow. Generally, the Introduction should be no longer than four pages.

What are the **important points** about Introduction or Statement of Claim?

Claim Section I. Introduction: Important Points

Care must be taken not to just repeat the contents of the executive summary within the statement of claim. The two sections are included for separate purposes. The executive summary should provide the reviewer with a condensed version of the full claim, and the statement of claim should briefly set the scene for the remainder of the document by providing brief details of the contract, the project, the nature of the claim and the circumstances giving rise to the claim. Cause, effect and entitlement should also be touched on here and we should also set out both the Contractor's and the Employer's obligations with regard to the administration of the claim. This section should also state the quantum of the claim and whether the claim is an interim or a final submission. It should also be stated whether the document is a resubmission or a revision to the claim.

What is the **format** of the Introduction or Statement of the Claim?



Claim Section I. Introduction: Format

1. Contracting Parties
2. The Bid
 - a. Advertisement date
 - b. Bid date
 - c. Award date
 - d. Contract amount
 - e. Next highest competing bid or bids
3. The Project
 - a. Description of project
 - b. Location of project
 - c. Geographic and climatological considerations
 - d. Design and construction management engineers
 - e. List of major elements of work
4. The Claim
 - a. Description of element or elements of work pertinent to claim
 - b. Brief statement as to what representations in the contract were relied on by the contractor at the time of the bid that are pertinent to the claim

Let's see an example...

Claim Section I. Introduction: Sample

SECTION 2 STATEMENT OF CLAIM

Description of Claim

1. A Contract agreement (hereinafter called 'the Contract') was entered into on 16 December 2010 between Jason Leonard Developments (hereinafter called 'the Employer' or 'JLD') and Johnson Construction Group (hereinafter called 'the Contractor' or 'JCG') for the construction of a mixed-use, 16-storey building known as Red Rose Tower (hereinafter called 'the Project').
2. The Project includes an Electrical Transformer Room on the ground floor in which the transformers were to be located. In January 2013, it became apparent that the Electrical Transformer Room, which had already been constructed by the Contractor in accordance with the issued-for-construction drawings, did not comply with the requirements of the local electricity authority. The Employer was obliged to redesign the area in question and, consequently, the Contractor was instructed by the Engineer to carry out demolition and alteration works and to reconstruct substantial elements of the room. The time taken for consultation, redesign and for the construction works to be carried out delayed the installation of the transformers and thus the power-on date.
3. The Project is designed to a high technical specification and includes air-conditioning throughout and a sophisticated building-management system to reduce energy consumption. The delay in the provision of 'clean' electrical power by way of the main electricity connection delayed the testing and commissioning of the mechanical, electrical and building-management systems and, consequently, the final completion of the project.
4. The Contract provides that in circumstances where the Employer instructs a Variation to the Contract, or where delays are caused

by the late issue of drawings and/or instructions, or by public authorities, the Engineer is obliged to determine the amount of the extension of the Time for Completion of the Works. This claim therefore comprises the Contractor's detailed claim and supporting particulars, to enable the Engineer to determine the extension of the Time for Completion of the Works.

5. Due to the delay to the Time for Completion, the Contractor has also been obliged to maintain his site establishment for a period longer than contemplated had the Contract been performed as originally envisaged and has consequently incurred additional costs in doing so. The Contractor therefore considers that he is entitled to an award of an additional payment to enable him to recover such costs. This claim therefore also contains the Contractor's claim for additional costs for prolongation associated with the extension of the Time for Completion and includes supporting particulars to enable the Engineer to determine the amount of the additional payment.
6. The Contractor hereby claims an extension of the Time for Completion until 11 March 2013 and an additional payment of £331,045 for prolongation costs that have been incurred due to the extension of time.
7. The events giving rise to the extension of the Time for Completion of the Works have been finalised and this claim is therefore the Contractor's entire claim for this event.



Claim Section I. Introduction: Checklist

Checklist – Statement of claim

1. Brief details of the Contract
2. Details of the parties
3. Brief details and description of the Project
4. Brief details of the events giving rise to the claim
5. Brief details of entitlement
6. Details of the Contract procedure for claim submissions and determination
7. Amount(s) claimed
8. States whether a final or interim claim

**Before going to the next section
We need to talk about something important**

Definitions, Abbreviations and Clarifications

Definitions, Abbreviations and Clarifications

You will probably have noticed that one of the first things to be stated in any form of contract is a list of definitions. Such a list defines the meanings of certain names or phrases used in the Contract. It is therefore good practice to provide consistency between the claim document and the Contract by using the same names and phrases in the claim as are used in the Contract. For example, if the Contract refers to the 'Time for Completion' as does FIDIC, then it may be confusing to refer to the 'completion date'. It is good practice to repeat such contractual definitions in the claim. While a good claim document will maintain wording consistent with the contractual language and avoid the use of abbreviations, acronyms and project-specific references, it is quite probable that the use of certain project-specific abbreviations, acronyms and definitions will become inevitable through references included in the drawings and specifications, or from usage in correspondence, reports and the like. It is therefore also important to include definitions of such terms at this point, so that a person who is unfamiliar with the project is made aware of their meaning.

Let's see an example...

Definitions, Abbreviations and Clarifications: Sample

SECTION 3 DEFINITIONS, ABBREVIATIONS AND CLARIFICATIONS

Introduction

1. This Section includes a list of definitions, abbreviations and clarifications included in both the Contract and this claim document.
2. This Section also explains the format and arrangement of the claim document.

Definitions

1. 'Employer' or 'JLD' means Jason Leonard Developments.
2. 'Contractor' or 'JCG' means Johnson Construction Group.
3. 'Engineer' or 'DWP' means Dawson-Wilkinson Partnership, the consultants appointed by the Employer to act as the Engineer under the Contract.
4. 'Corrie Design and Engineering' or 'CDE' means the Employer's designers of the Project.
5. 'National Electricity Company' or 'NEC' means the local authority providing electrical power to the Project.

Definitions, Abbreviations and Clarifications: Sample

6. 'Contract' means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, the Conditions, the Specification, the Drawings, the Schedules, and the further documents that are listed in the Contract Agreement.
7. 'FIDIC' means the Fédération Internationale des Ingénieurs-Conseils, the International Federation of Consulting Engineers.
8. 'Time for Completion' means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [*Time for Completion*], as stated in the Appendix to Tender [with any extension under Sub-Clause 8.4 [*Extension of Time for Completion*]], calculated from the Commencement Date.
9. 'Day' means a calendar day and 'year' means 365 days.
10. 'Contract Price' means the price defined in Sub-Clause 14.1 [*The Contract Price*], and includes adjustments in accordance with the Contract.
11. 'Cost' means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
12. 'Contractor's Equipment' means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
13. 'Works' mean the Permanent Works and the Temporary Works, or either of them as appropriate.
14. 'Site' means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered and any other places as may be specified in the Contract as forming part of the Site.
15. 'Variation' means any change to the Works that is instructed or approved as a Variation under Clause 13 [*Variations and Adjustments*].

Definitions, Abbreviations and Clarifications: Sample

Format and Arrangement of the Claim Document

1. Quotations from project documents and other sources are shown in quotation marks and italics '*thus*'.
2. Where references are made to project records and other documents in this narrative, the relevant document is included herein in Appendix A for verification. For ease of reference, the documents included in Appendix A are presented in chronological order and are cross-referenced with footnotes, thus.¹

¹ Example of footnote cross-reference

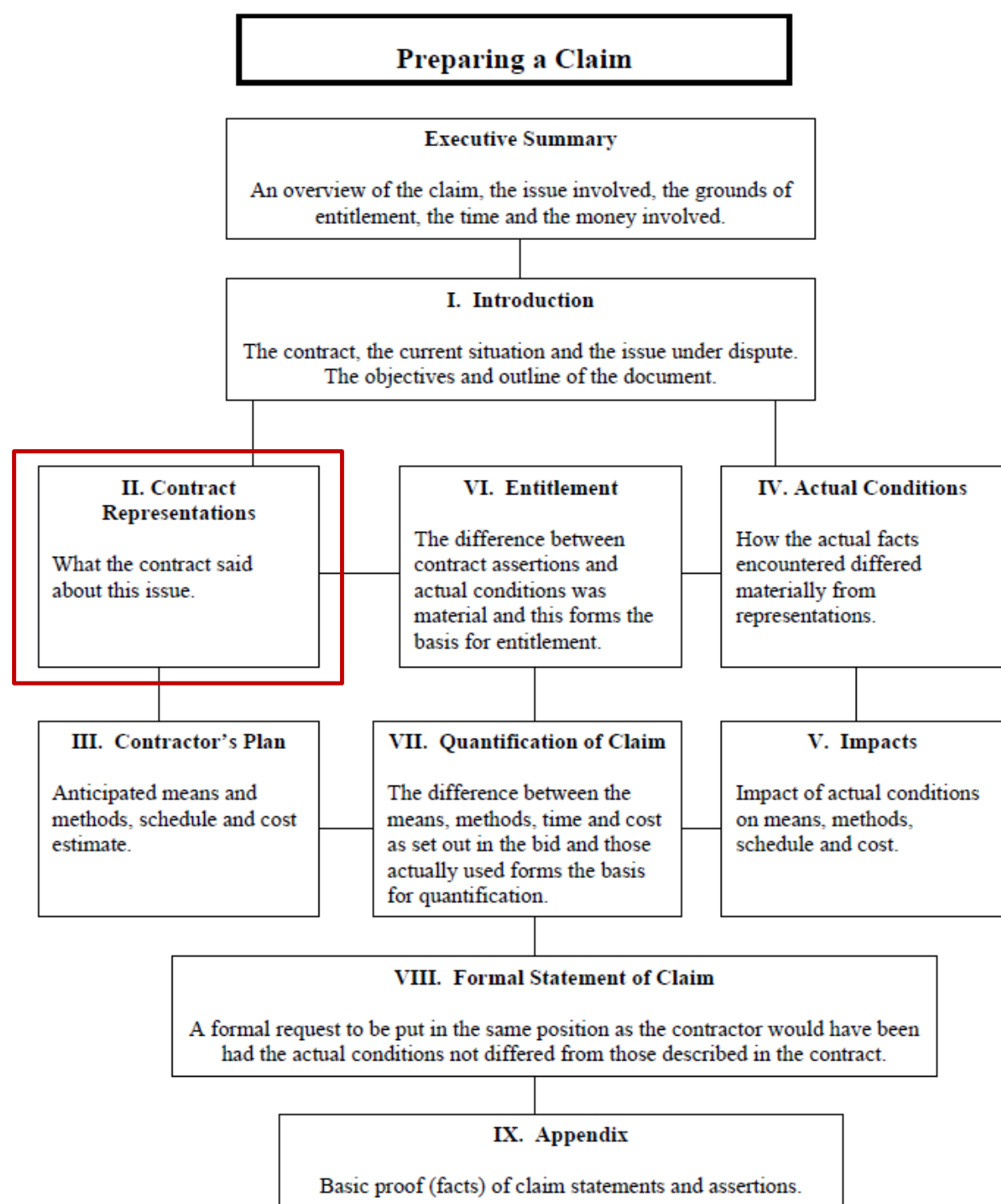


Definitions, Abbreviations and Clarifications: Checklist

Checklist – Definitions, abbreviations and clarifications

1. Introduction – the purpose of this Section
2. Definitions and abbreviations of the parties
3. Contractual definitions
4. Method of dealing with quotations
5. Method of dealing with cross-references
6. Arrangement of the claim document

Claim Section II. Contract Representations



Claim Section II. Contract Representations: Purpose

Purpose

The Contract Representations section is extremely important. Its purpose is to establish the owner's express and implied contract representations relied upon by the contractor in preparing its bid and plan for performing the work. It also establishes the foundation for the baseline from which all differences are measured. If the contractor is unable to establish the basic contract representations upon which it relied, there is no valid claim.

What are the **important points** about Contract Representations?

Claim Section II. Contract Representations: Important Points

This section will deal specifically with the conditions of contract. Remembering the importance of creating a document that someone with no prior knowledge of the project can understand, it is very useful for the reviewer at this stage to know whether he is dealing with a claim on a road-construction project, a process plant or a new shopping mall. Consequently, the first thing to start with is a description of the Works so that the reviewer will immediately get a feeling for the project and the likely conditions and circumstances of the claim.

What else?

Claim Section II. Contract Representations: Important Points

The parties should also be introduced at this stage and their roles and responsibilities under or outside the Contract explained. In addition to the Employer and the Contractor, this would typically include the Engineer, the designer and the cost consultant.

What else?

Claim Section II. Contract Representations: Important Points

The next issue to deal with at this stage is the Contract itself, with a brief outline of the conditions. Is this a standard form of contract such as FIDIC? If so, the particular form, edition and date should be stated. If the conditions are based upon a standard form with separate particular conditions, this should also be noted here. Possibly it is the Employer's own bespoke contract and, in such a case, a brief explanation should be included here. In some areas, particularly in the case of international contracts, the applicable law may not be that of the country where the project is located and, in such circumstances, it is a good idea to clarify the applicable law at this point.

What else?

Claim Section II. Contract Representations: Important Points

Certain key details from the Contract will also be useful to the reviewer for background information, so it is necessary to extract those from the Contract and summarise them here. Such details would typically include the following:

1. The Tender Date
2. The Contract Sum
3. Dates of Commencement and Completion
4. Milestone dates

What else?

Claim Section II. Contract Representations: Important Points

It could be the case that the Contractor has been awarded previous extensions of time and additional payment and, in such cases, it would be appropriate to include a brief description of these, in order that the reviewer may be apprised of the fact that the completion date and the contract sum have already been changed from those stated in the Contract.

What else?

Claim Section II. Contract Representations: Important Points

It may seem like an onerous task to reproduce vast sections of text from the Contract, especially when the reviewer should already have a copy of the Contract for reference. While admittedly such reproduction may take some time, this procedure does offer some distinct advantages.

What else?

Claim Section II. Contract Representations: Important Points

The reproduction of the relevant clauses at this point in the claim document also helps to provide the reviewer with an insight into the events that will be presented later in the narrative, so that he has already got an idea of what he should have in mind to enable him to make his determination. It also deals with the possibility (and believe me, this does happen) that the reviewer does not have a copy of the contract or the particular conditions in his possession or, if he does have a copy of the contract, he is not aware that it should be read in conjunction with the particular conditions. If such a situation does arise, it could at best result in a delay in the response time or at worst an erroneous determination, which would then need to be challenged and lead to delay in the resolution of the matter. One must consider here how much extra time such a situation might require compared to the extra effort taken to produce a good claim document in the first place.

What is the **format** of the Contract Representations?



Claim Section II. Contract Representations: Format

1. Section Heading
2. Statement of Section Purpose
3. Bullet Points of Contract Representations
4. Develop Each Bullet Point with:
 - (a) Summary interpretation of contract point
 - (b) Contract reference cites
 - (c) Any prebid investigation notes
 - (d) Any prebid meeting notes
 - (e) Any logic or reasoning by contractor personnel in interpreting contract provisions
 - (f) Any supportive data – owner furnished or our own – estimate, schedule or otherwise prepared prebid that would demonstrate our reasonable interpretation of the contract provisions
 - (g) Summary and conclusion (*Notes, supporting data and schedules should be summarized and referenced in Appendix.*)

5. Summarize and Conclude Section

Note: This section should be fact-oriented and not argumentative. The reader should clearly understand and agree on the contract point at issue.

What types of representations or duties are in all contracts?

Claim Section II. Contract Representations: Comments

Comments

There are two types of representations or duties in all contracts: (1) **EXPRESS**, and (2) **IMPLIED**.

EXPRESS REPRESENTATIONS are those specifically set forth in the contract plans and specifications. These are usually the easiest to demonstrate but are often subject to varying interpretation.

IMPLIED REPRESENTATIONS are those contract rights implied by law, area or industry practice, or past practice of the owner.

Let's see examples...

Claim Section II. Contract Representations: Comments

Examples of Express Representations

- Implied warranty of suitability of plans and specifications
- Implied right of performance without delay, hindrance or interference from other contracting parties
- Implied duty to provide access to the worksite
- Implied warranty of adequate time to perform the work
- Implied duty to cooperate with the other contracting parties in the performance of the work.

Please note:

The express language of a contract supersedes most implied rights. This section establishes the foundation for the baseline from which all changes to the contract time and price are measured.

Examples of Implied Practice

- Recognized industry standards
- Past performance or interpretation of the owner on similar work

Area practice of contractors on similar work

Let's see an example...

Claim Section II. Contract Representations: Sample

SECTION 4 THE CONTRACT PARTICULARS

Introduction

This Section shows the relevant details from the Contract.

Project Description

1. The project was designed by the Employer and consists of three levels of basement parking built on piled foundations, ground-floor retail units, four floors of commercial office space and

twelve storeys of high-specification two and three-bedroom residential apartments.

2. The basement parking extends to the boundary of the site. The 17-storey tower block containing the retail, commercial and residential units occupies approximately 60% of the site plan area, and the remaining area at ground level above the basement consists of soft and hard landscaping.
3. The project includes heating, ventilating and air-conditioning systems throughout and is designed to a high technical specification, particularly with regard to energy conservation. A sophisticated building-management system is included.
4. With the exception of the communal areas, the retail and commercial areas are to be completed to shell and core stage for future tenant fit-out. The residential units include finishes and decoration.
5. The project is located within an inner-city 'brown field' development in the central area of Newtown.



Claim Section II. Contract Representations: Sample

Names of the Parties to the Contract and the Consultants

1. The parties involved in the Contract are as follows:
 - a. The Employer: Jason Leonard Developments (JLD).
 - b. The Contractor: Johnson Construction Group (JCG).
 - c. The Engineer: Dawson-Wilkinson Partnership (DWP).

Details of the Conditions of Contract Governing the Contract and Applicable Law

1. The general conditions of contract are the *Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999*.
2. The law to which the contract is subject is that of England and Wales.

The Tender Date

The Contractor's tender was submitted on 15 October 2010. Various revisions and amendments were made to the Contractor's offer and these were subsequently incorporated into the Contract under the Employer's Letter of Acceptance dated 29 November 2010² which was accepted by the Contractor on 3 December 2010³.

The Contract Sum

The Contract sum as confirmed in the Letter of Acceptance is £50,182,513 on a lump sum basis.

² Exhibit 2 – JLD letter reference JLD/let/JCG/L-001, dated 29/11/10

³ Exhibit 3 – JCG letter reference P-1013/Let-0001, dated 03/12/10



Claim Section II. Contract Representations: Sample

Dates for Commencement and Completion

1. The Commencement Date was 3 January 2011 as confirmed in the Letter of Acceptance.
2. The Time for Completion was 31 December 2012 as confirmed in the Letter of Acceptance.

Previous Extensions of the Time for Completion and Additional Payment

1. The Contractor has submitted previous claims for extensions of the time for completion and the Engineer has made awards in this respect as follows:
 - a. Extension of Time Award No. 1 for Claim No. 1 for Unforeseeable Physical Conditions which resulted in a substantial increase in the piling and foundation works and for which an extension of time until 21 January 2013 was awarded.⁴
 - b. Extension of Time Award No. 2 for Claim No. 4 for the late nomination of the facade contractor and for which an extension of time until 9 February 2013 was awarded.⁵
2. The Contractor has been awarded the additional payment of £184,136 for prolongation costs in respect of Claim No. 1 described above.
3. The Contractor has submitted a claim for additional payment of £170,497 for prolongation costs in respect of Claim No. 4 described above, but to date negotiations have not been concluded and the Engineer's determination is still outstanding.
4. The Contractor has made several claims for additional payment as a result of variation instructions, the evaluation and agreement of which is currently ongoing.

Conditions of Contract

The conditions of contract that have relevance to this claim are reproduced below for ease of reference:

1. '1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.

⁴ Exhibit 6 – DWP letter reference ST/JW/Contr/126, dated 22/09/11

⁵ Exhibit 7 – DWP letter reference ST/JW/Contr/295, dated 17/01/12

Claim Section II. Contract Representations: Sample

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and*
- b. payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.*

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.'

2. '3.3 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- a. gives an oral instruction,*
- b. receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and*
- c. does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).'*

3. '3.5 Determinations

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer

Claim Section II. Contract Representations: Sample

shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].'

4. '4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the position, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and*
- b. payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.*

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent.'

5. '8.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- a. a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,*
- b. a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,*
- c. exceptionally adverse climatic conditions,*

Claim Section II. Contract Representations: Sample

- d. Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or*
- e. any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.*

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.'

6. '8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a. the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,*
 - b. these authorities delay or disrupt the Contractor's work, and*
 - c. the delay or disruption was Unforeseeable,*
- then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].'*

7. '8.7 Delay Damages

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Appendix to Tender, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.'

8. '13.1 Right to Vary

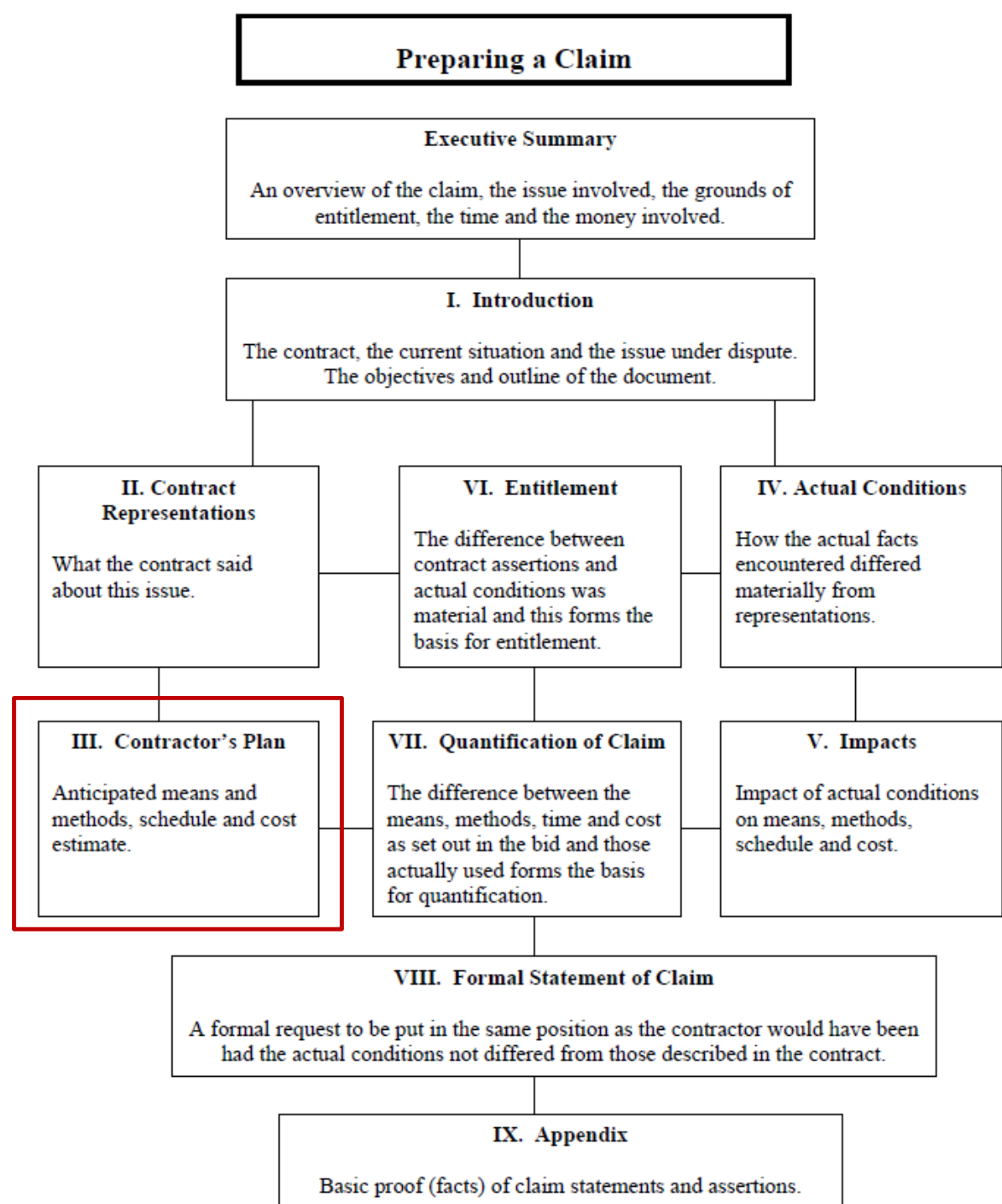
Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

Claim Section II. Contract Representations: Checklist

Checklist – The Contract particulars

1. Introduction – the purpose of this section
2. Details of the parties – the Employer
3. Details of the parties – the Contractor
4. Details of the parties – the Engineer
5. Details of the parties – other relevant parties
6. The form of contract
7. The applicable law
8. The Tender Date
9. The Contract sum
10. The Commencement date
11. The Completion date
12. Previous extension-of-time awards
13. Previous awards for additional payment
14. Milestone dates
15. The relevant conditions of contract

Claim Section III. Contractor's Plan



Claim Section III. Contractor's Plan: Purpose

Purpose

The purpose of the Contractor's Plan section is to demonstrate the reliance on the contract representations and establish the reasonableness of the contractor's anticipated means and methods, schedule and cost estimate.

This section explains to the reader how the contractor planned to construct the work within the parameters of the contract documents. If that plan – i.e., means and methods, resource allocation or schedule – changes because of actual conditions differing from the contract representatives, and if that variance increases the cost or time of performance, then the contractor may be entitled to an adjustment in the contract time of performance and/or contract price. A poorly conceived original plan, or no plan at all, will seriously jeopardize the contractor's ability to measure and thus obtain time or money for its claim.

While the contract representations establish the basis or foundation for the baseline from which all changes are measured, this section establishes the baseline itself.

What is the **format** of the Contractor's Plan?

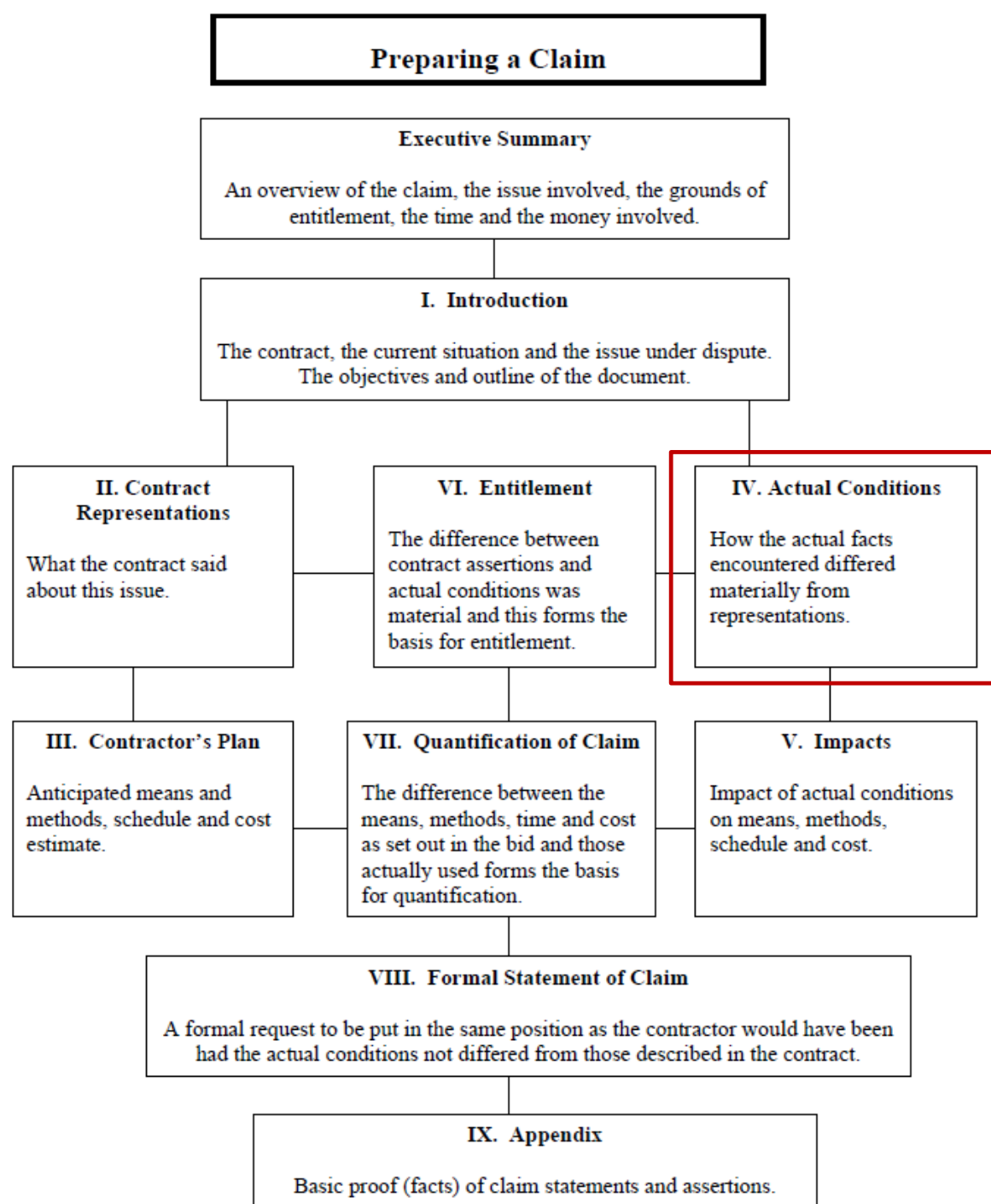
Claim Section III. Contractor's Plan: Format

1. **Section Heading**
2. **Statement of Section Purpose**
3. **Bullet Points of the Plan**
 - (a) Key elements of the plan (means and methods, resources, sequencing) pertinent to the claim, developed in reliance on the contract representations.
 - (b) Overall effect of plan elements on schedule.
 - (c) Overall effect of plan elements on cost.
4. **Develop Each Bullet Point with:**
 - (a) Summary of each point
 - (b) Relation between point and contract representation
 - (c) Specific effect of each point on schedule
 - (d) Specific effect of each point on cost
 - (e) Any prebid notes, logic or supportive data, including data from other similar projects, that further justifies the reasonableness of our plan in light of the contract assertions
 - (f) Original schedules and submittals of means and methods, as applicable to each point, should be summarized and referenced here and included in the Appendix
 - (g) Summarize and conclude each point
5. **Summarize and Conclude Section**

Please note:

This section is to be fact-oriented and supported, not argumentative. It establishes our baseline. The reader must agree with it, or at least understand it, for it to be a reasonable approach.

Claim Section IV. Actual Conditions



Claim Section IV. Actual Conditions: Purpose

Purpose

The purpose of the Actual Conditions section is to clearly demonstrate that the actual conditions encountered in constructing the project differed materially from the owner's express and implied representations. As noted below, for each bullet point in the Contract Representations section, there should be comparative one in the actual events section.

This section of the claim presentation is the narrative of what happened in constructing the work. The material presented here should be in summary form, supported by credible and detailed evidence set forth in the Appendix. The objective of this section is to create a clear picture in the reader's mind as to what happened and how that differed from what the owner represented.

What is the **format** of the Actual Conditions?

Claim Section IV. Actual Conditions: Format

The format for this section depends a great deal on the type of information to be presented. The following suggested format will work quite well in most instances.

1. Section Heading
2. Statement of Section Purpose
3. Bullet Points of Actual Conditions, Each Showing Difference with Contract Representations
4. Develop Bullet Points

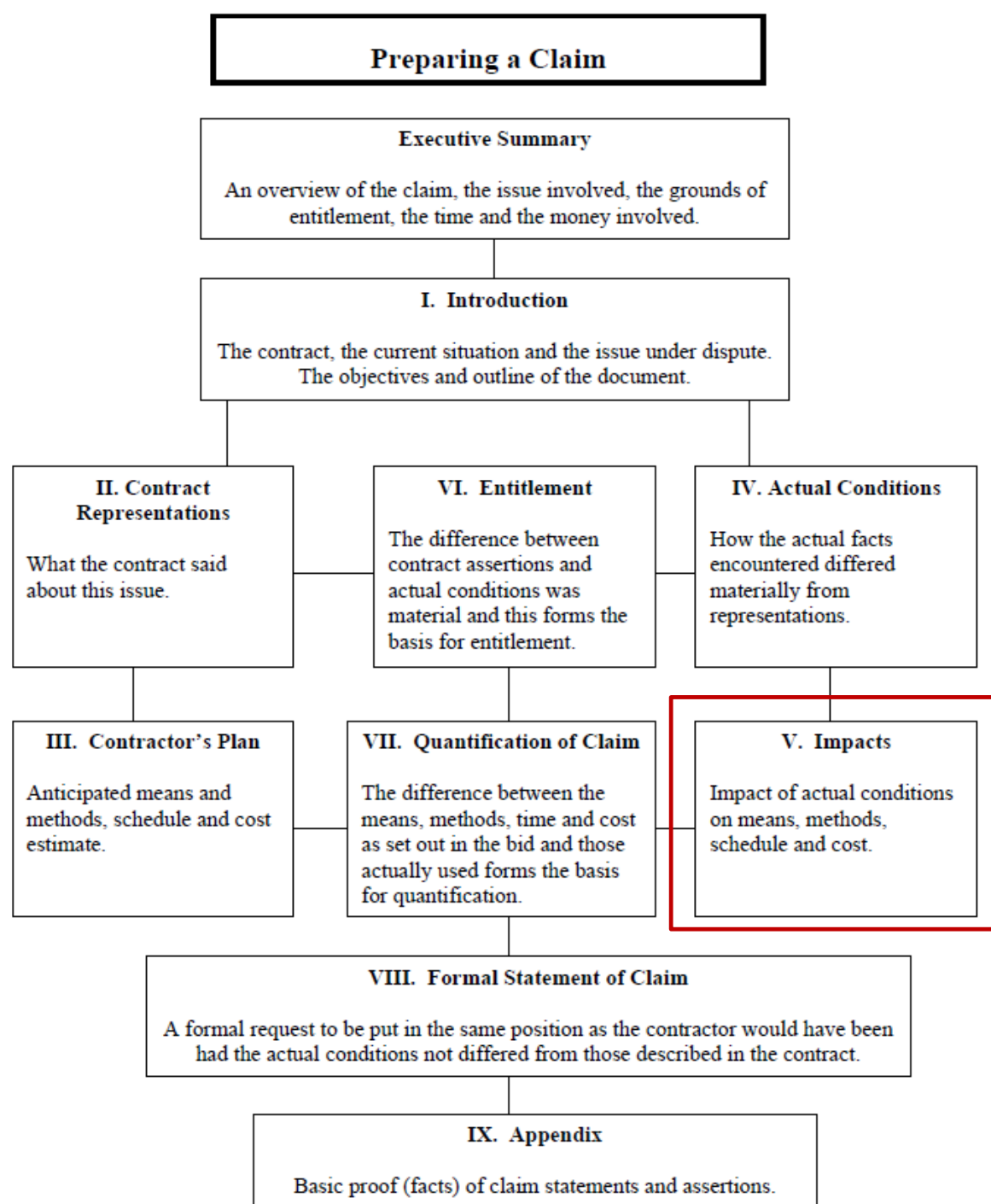
These are best developed along the lines of each issue. A time related narrative often works well. This narrative should be supplemented with pictures and graphics where possible. Summarize, present and summarize/conclude each bullet point.

Please note:

This section, more than any other, must be fact-oriented and have fact-supported Appendix arguments. Opinions and posturing deter the reader from obtaining a clear understanding of the facts that are necessary to justify the contractor's position.

5. Summarize and Conclude Section

Claim Section V. Impact of Actual Conditions



Claim Section V. Impact of Actual Conditions: Purpose

The purpose of the Effect of **Impact of Actual Conditions** section is to **convince the reader** that the **actual conditions impacted** the cost and time it took to construct the project.

Purpose

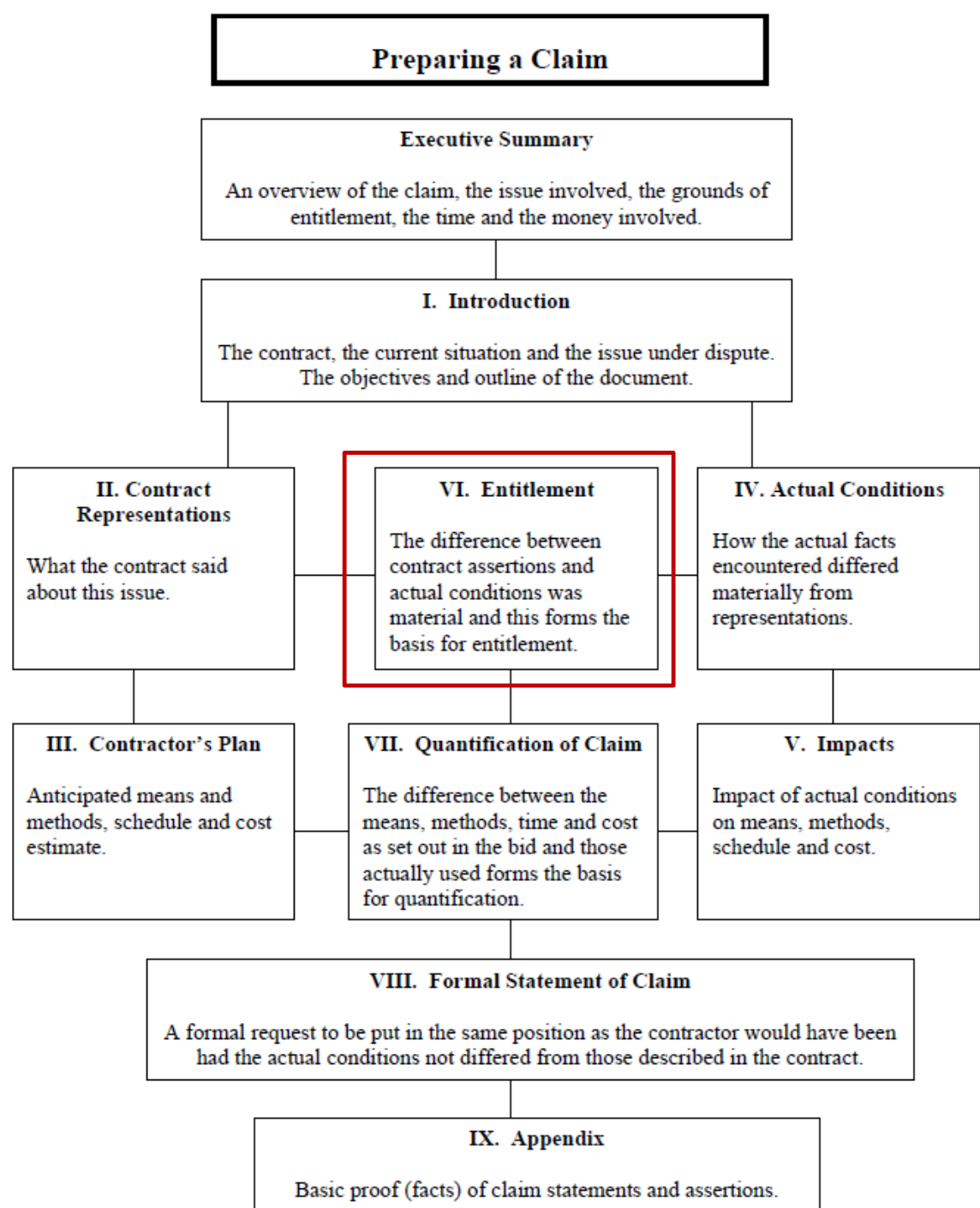
This section describes **how the events encountered affected, impacted, disrupted and/or changed** the contractor's plan to construct the project. It describes **impacts on the contractor's planned means and methods, schedule and budget** resulting from the **actual events were imposed upon the contractor**. It also discusses **changes the contractor implemented to accommodate and/or mitigate the variation and how these changes affected the contractor's time or cost of performance**. As described below for every **bullet in the contractor's plan** there should be a **comparative bullet** in this section.

What is the **format** of the Impact of Actual Conditions?

Claim Section V. Impact of Actual Conditions: Format

1. **Section Heading**
2. **Statement of Section Purpose**
3. **Bullet Points of Impacts with Each Based on a Difference from the Plan**
4. **Develop Each Bullet Point with:**
 - (a) Summary of point
 - (b) Description of point
 - (c) Summary of supporting documentation, i.e., diaries, reports and witnesses, etc., in Appendix
 - (d) Pictures and graphics
 - (e) Summarize and conclude point
5. **Summarize and Conclude Section**

Claim Section VI. Legal Entitlement



Claim Section VI. Legal Entitlement: Purpose

Purpose

The purpose of the Legal Entitlement section is to convince the reader that the contractor has a right under the contract or the law to recover additional compensation and/or receive a time extension as a result of the actual conditions encountered. It is also designed to convince the owner's lawyer that the contractor will prevail if the matter is litigated. This section should summarize and emphasize the differences between the contract representations and the actual conditions encountered on the project. It should then apply those differences to a remedy or remedies provided for under the contractor as a matter of law.

What are the **important points** about Legal Entitlement?

Claim Section VI. Legal Entitlement: Important Notes

A demonstration of the cause and effect of an event will not automatically contain entitlement to an extension of time and/or additional payment. The claim will flow either from a remedy contained in the contract conditions, or from a breach of the contract giving rise to common law damages and could possibly fall under both categories. It is of vital importance to set out precisely on what contractual basis the claim is made.

Let's see examples...

Claim Section VI. Legal Entitlement: Examples

Examples of Contractual Remedies

- Changes clause
- Differing Site Conditions clause
- Suspension of Work clause
- Force Majeure (Act of God) clause

Examples of Legal Remedies

- Breach of Express Contract Provisions
- Breach of Implied Warranty
- Breach of Implied Duty

Most contractual remedies require that procedural criteria be followed in order to preserve those rights (notice, timely presentation of claim, updating of CPM, time impact analysis and others). This section should make it clear to the reader that all such procedural matters have been satisfied.

What is the **format** of the Legal Entitlement?



Claim Section VI. Legal Entitlement: Format

1. **Section Heading**
2. **Statement of Section Purpose**
3. **Bullet Points of Main Entitlement Agreement**
4. **Develop Each Bullet Point with:**
 - (a) Summary of issue
 - (b) Summary of differences between contract and actual conditions
 - (c) Summary of event or events under that issue
 - (d) Identification of remedy or remedies
 - (e) Application of issue-related facts to available remedy (It may be necessary to support with legal briefs in Appendix.)
 - (f) Summary of procedural compliance, notice, etc. (Support with legal briefs in Appendix.)
 - (g) Summarize and Conclude
5. **Summarize and Conclude Section**

Let's see an example

Claim Section VI. Legal Entitlement: Format

The Contractor's Entitlement

1. Extension to the Time for Completion

- a. The Contractor's entitlement to an extension to the Time for Completion is contained within the provisions of Sub-Clause 8.4 [*Extension of Time for Completion*] which, under sub-paragraph (e), provides that an extension of time shall be given for delay caused by the Employer's other contractors on the Site.
- b. The event of the road closure by the infrastructure contractor, as described herein, clearly falls under this provision and, consequently, the Contract provides that the Contractor shall be entitled to an extension of the Time for Completion if and to the extent that completion is or will be delayed. The claim submitted herein contains the Contractor's request for an extension of Time for Completion for the nine days of delay demonstrated.

Claim Section VI. Legal Entitlement: Format

2. Additional Payment

- a. Sub-Clause 8.4 [*Extension of Time for Completion*] also contains a reference to Sub-Clause 20.1 [*Contractor's Claims*] which provides that the Contractor may also claim additional payment for circumstances which cause an extension for the Time for Completion to be awarded.
- b. Due to the circumstances presented herein, the Contractor was obliged to remain on site for a period greater than was originally intended and thereby incurred additional costs in maintaining his site establishment, providing finance for the works and maintaining head-office overheads during the extended period. He was also prevented from earning a contribution from other projects through having his resources tied up for the extended period.
- c. The principles of recovery where one party to a contract has defaulted are well established in law. Essentially, the aggrieved party is entitled by an award of money to be put back in the position in which it would have been had the contract been performed as originally envisaged.
- d. Sub-Clause 20.1 [*Contractor's Claims*] also provides that the Engineer is obliged to respond with approval, or with disapproval and detailed comments to the submitted claim and subsequently that payment certificates shall include such amounts for any claim that are due under the relevant provision of the Contract.

Claim Section VI. Legal Entitlement: Format

- e. It is therefore the Contractor's further claim that due to the circumstances entitling him to an extension of the Time for Completion of the Works, the Contractor is also entitled pursuant to both the Contract and to common law to additional payment to recompense him for the costs incurred as a result of the additional time he has been obliged to remain on site. The Contractor's claim in this respect will be submitted by way of a separate claim.
3. Liquidated Damages or Penalties
- a. The Employer has an entitlement to deduct penalties for late completion which is contained under Sub-Clause 8.7 [*Delay Damages*]. This sub-clause, however, contains a reference to Sub-Clause 8.2 [*Time for Completion*] which provides that the Contractor shall complete the whole of the Works and each Section (if any) within the Time for Completion for the Works.
 - b. As has been examined earlier herein, the Time for Completion may, however, be extended under the provisions of Sub-Clause 8.4 [*Extension of Time for Completion*] if and to the extent that completion is or will be delayed.
 - c. Thus, the entitlement of the Employer to the payment of delay damages is negated for any circumstances that entitle the Contractor to an extension of the Time for Completion. As is demonstrated herein, the Contractor is entitled to such an extension of time and therefore the Employer is not entitled to the payment of delay damages by the Contractor.

Claim Section VI. Legal Entitlement: Format

4. Conditions Precedent to Entitlement

- a. Sub-Clause 20.1 [*Contractor's Claims*] provides that the Contractor is obliged to give notice to the Engineer describing the event or circumstance giving rise to the claim and that the notice shall be given as soon as practicable and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- b. If the Contractor fails to give notice of a claim within 28 days, the Contractor is not entitled to additional time or payment, and the Employer is discharged from all liability in connection with the claim.
- c. This sub-clause also provides that, within 42 days after the Contractor became aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

Claim Section VI. Legal Entitlement: Format

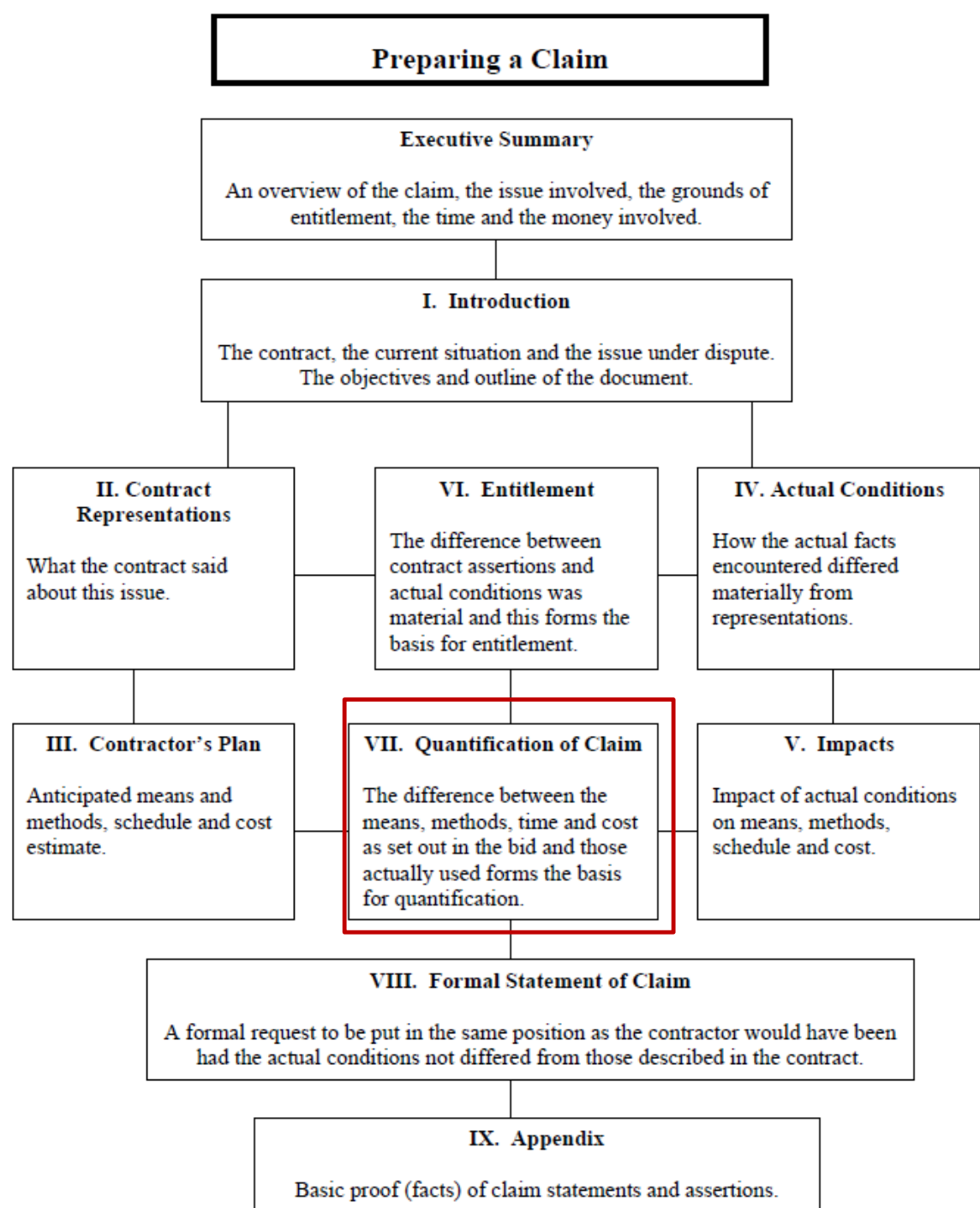
- d. Thus, the requirement to give notice of entitlement to an extension of time and to describe the event giving rise to the claim within 28 days of the event is a condition precedent to the Contractor's entitlement. The Contractor is also obliged to submit a fully detailed claim of the extension of time claimed within 42 days of the event.
- e. The Contractor submitted a notice of claim on 15 February 2010 which is within the 28-day period prescribed in the Contract. The submission contained herein comprises the detailed claim and supporting particulars, thereby satisfying the provisions of this sub-clause.
- f. The Contractor has therefore complied with the conditions of this sub-clause and is consequently entitled to an extension of the Time for Completion until 6 August 2010.

Claim Section VI. Legal Entitlement: Format

5. Conclusion

- a. The following is a summary of the Contractor's entitlement as discussed in this section:
 - i. The Contractor is entitled under the Contract to an extension to the Time for Completion for delay, impediment or prevention caused by or attributable to the Employer's other contractors on the Site.
 - ii. Due to the circumstances entitling the Contractor to an extension of the Time for Completion, the Contractor is also entitled, pursuant to both the Contract and the law, to additional payment for the costs incurred as a result of the additional time he has been obliged to remain on site. The Contractor's claim in this respect will be submitted by way of a separate claim.
 - iii. The Employer is not entitled to the payment of delay damages by the Contractor.
 - iv. The Contractor has complied with the conditions precedent to entitlement.

Claim Section VII. Quantification of Claim



Claim Section VII. Quantification of Claim: Purpose

Purpose

The purpose of the Quantification of Claim section is to specify cost and time requested and demonstrate the proof necessary to show that the claimed events caused the contractor to incur additional costs and/or time.

If the preceding sections of the claim were well presented and showed that the contractor is entitled to claim additional time and/or money for a particular event, it nevertheless must prove it incurred additional costs and/or time as a result of the event in order to recover. The costs or time that the contractor is claiming must be additional costs or time that WOULD NOT HAVE OCCURRED BUT FOR THE OCCURRENCE OF THE EVENT OR ISSUE for which the contract or law provides a remedy.

What is the **format** of the Quantification of Claim?

Claim Section VII. Quantification of Claim: Format

Cause:

Identify the event or events which caused the increased costs. Provide the reader with a "road map" as to why each element of cost was incurred as a result of the event. Why were the increased costs necessary?

In complex claims, the identification of the events and the tying link between those events (the cause) and their effect is more difficult to explain and/or understand, and thus it becomes increasingly important that cause and effect be well presented and documented to be successful in resolution of the claim.

Effect:

Set forth the costs of each element of work described above. The precise format is often dictated by the contract documents. Care should be taken as to how certain costs are labeled. Some contracts, particularly state highway contracts, do not allow recovery of certain types of costs. Some costs are considered to be paid for under the allowable markup for overhead and profit.

Let's see some examples...

Claim Section VII. Quantification of Claim: Samples

The example we will use is based on the following scenario:

1. The Employer has entered into a contract with BBO Construction to construct 85 two-storey, detached dwellings. The contract is the *FIDIC Contract for Building and Engineering Works designed by the Employer 1999 Edition*.
2. The Employer has also engaged a separate contractor to construct the infrastructure for the development, which includes mains drainage, electricity distribution, telephone ducting, roads, pavements and public landscaping.
3. The two contracts are running concurrently and the Engineer is the same party for both contracts.
4. On 1 February 2010, the infrastructure contractor excavated a trench for a road crossing across the road leading to four of the dwellings and prevented the Contractor from accessing these dwellings.
5. The infrastructure contractor completed the road crossing and back-filled the trench on 9 February 2010.
6. The Contractor considers that the lack of access caused by the road crossing delayed his work to the four dwellings and that this delay had a direct effect on the completion of the project and, consequently, he is entitled to an extension of time for this delay.

So what are the causes?

Claim Section VII. Quantification of Claim: Samples

Cause

Very simply put, the Cause is the event that has given rise to the claim.
Typically, this could be:

- late or restricted access to the site
- the issue of an instruction to carry out additional work
- the issue of a revised drawing
- late issue of instructions or information
- the issue of an instruction to suspend the works
- the issue of an instruction to accelerate the works
- exceptionally adverse climatic conditions
- delays caused by local or statutory authorities
- changes in government legislation
- force majeure
- delay caused by the Employer or other parties engaged by the Employer
- an act of prevention by the Employer, his agents or contractors.

So how to put it in the claim narrative?

Claim Section VII. Quantification of Claim: Samples

The Cause

1. On 1 February 2010 the Employer's infrastructure contractor excavated a trench across the road leading to house numbers 36, 38, 40 and 42. These houses may only be accessed by way of the road that was affected by the infrastructure contractor's works.
2. The infrastructure contractor's work was completed and access to the four affected houses was re-established on 9 February 2010.

It is time to talk about the effect!

Claim Section VII. Quantification of Claim: Samples

Effect

For a claim to succeed it will be necessary to demonstrate that the Effect on which the claimed compensation is based was, in fact caused by the event, by linking the Cause with the Effect. The Effect of the event is usually a little more complicated to establish and to link directly to the Cause, because this is often a subjective matter that requires to be both demonstrated and substantiated. The following are examples of what should be considered when examining the Effect of an event:



Claim Section VII. Quantification of Claim: Samples

Time considerations

1. Will the event cause delay because of additional or changed work?
2. Will the event cause delay because of its timing?
3. What effect will the delay have on the programme?
4. Will the delay affect the completion date?
5. Will the event require acceleration measures
6. Does the event fall under the contractual provisions that allow an extension of time to be claimed?

Claim Section VII. Quantification of Claim: Samples

Financial considerations

1. Will a delay cause the Contractor to incur additional costs due to prolongation of the works or a part of the works?
2. Will compliance with an instruction require rework, or result in abortive work having been carried out?
3. How will the payment for additional work and any abortive work or rework be claimed?
4. How will the adjustment to the contract price for additional work be made? Is the contract remeasurable or a lump sum?
5. If there are requirements to mitigate delays, would the mitigation measures give rise to entitlement to additional payment and how would these be paid?

Claim Section VII. Quantification of Claim: Samples

Financial considerations

6. Will the event result in idle or down time of resources and how would the Contractor be compensated for incurred costs?
7. Will any acceleration measures require increased resources and, if so, what additional costs will be incurred in mobilising and maintaining such resources and how would the Contractor be compensated?
8. Will increased production resources for acceleration also require additional management, supervision, administration, accommodation, transport resources and so on to support them and, if so, what are the costs and how will they be paid?
9. Will acceleration measures affect the costs of production and, if so, what will be the effect on the costs?
10. In the case of a suspension, is there a requirement to protect the works during the period of suspension and, if so, what additional costs will be incurred?
11. Will the event require the demobilisation and remobilisation of resources and, if so, what additional time and costs will be incurred in doing so and how would these be compensated?
12. Does the event fall under the contractual provisions that allow for additional payment to be claimed?

Claim Section VII. Quantification of Claim: Samples

The above forms a useful checklist, which, if considered against any event, will provide guidance to what the effect of the event may be.

You will hopefully notice that all the above considerations have been written in the present tense. This is because the time to start considering the effect is immediately that there is knowledge of the event. This is the point in time that the contract administration procedures should kick in to ensure that notices are sent, records are kept and preparations are made to submit the particulars of the claim if subsequent investigations show that an actual delay to the Time for Completion has occurred.

How to put them in the narrative?

Claim Section VII. Quantification of Claim: Samples

Effect

1. The road crossing restricted the Contractor's access to the four dwellings by preventing vehicles from reaching the houses to deliver the construction materials necessary for progress to be maintained.

Claim Section VII. Quantification of Claim: Samples

2. The infrastructure contractor commenced excavation of the road crossing on 1 February 2010, which effectively restricted access from this day. On this date, the progress of the individual dwellings was as follows:
 - a. House No. 36 – reinforcement to the raft foundation was in progress and due to be completed on 2 February 2010
 - b. House No. 38 – ready for concrete to be poured to the raft foundation
 - c. House No. 40 – blockwork to ground-floor external walls and partitions was in progress and due to be completed on 3 February 2010
 - d. House No. 42 – blockwork completed to ground floor. First-floor precast concrete flooring beams due for delivery and placement on 1 February 2010
3. Progress to the affected dwellings was dependent on the delivery of ready-mixed concrete, concrete blocks, cement, sand, precast concrete flooring beams and other materials to the working areas. No other access route for such vehicles was available due to other activities and completed construction works in this area of the site. The effect of the excavation of the road crossing by the infrastructure contractor was to prevent deliveries from being made between the dates of 1 and 9 February 2010 and, consequently, to suspend the construction activities until 10 February 2010, the day after the access was reinstated.
4. This period of suspension had the effect of delaying the Time for Completion of the Works, and this has been demonstrated by impacting the event on the individual activities on the current baseline programme (included herein under Appendix A), in order to produce an impacted baseline programme which is included herein under Appendix B.
5. The effect on each dwelling is shown as follows:
 - a. House No. 36
 - i. Progress on 1 February 2010: reinforcement to the raft foundation in progress and due to be completed on 2 February 2010.
 - ii. The concrete gang can only complete one raft per day and House No. 38 was programmed to start prior to House No. 36. Thus, concreting to House No. 38 took place on 10 February 2010 when the access was reinstated. The gang followed on with House No. 36 on 11 February 2010. Thus, the effect was to delay concreting of the raft foundation from the planned date of 3 February to 11 February 2010, a delay of 8 calendar days.
 - iii. The effect on the overall programme has been demonstrated by impacting the baseline programme as follows:

Claim Section VII. Quantification of Claim: Samples

1. Activity: concrete to raft foundation
2. Activity start date deferred by 8 calendar days
- b. House No. 38
 - i. Progress on 1 February 2010: ready for concrete to be poured to the raft foundation on that day.
 - ii. The effect was to delay concreting of the raft foundation from the planned date of 1 February to 10 February 2010, a delay of 9 calendar days.
 - iii. The effect on the overall programme has been demonstrated by impacting the baseline programme as follows:
 1. Activity: concrete to raft foundation
 2. Activity start date deferred by 9 calendar days
- c. House No. 40
 - i. Progress on 1 February 2010: blockwork to ground-floor external walls and partitions was in progress and due to be completed on 3 February 2010.
 - ii. The effect was to suspend progress on the ground-floor blockwork from 1 February to 10 February 2010 and thus prevent completion until 12 February 2010, a delay of 9 calendar days.
 - iii. The effect on the overall programme has been demonstrated by impacting the baseline programme as follows:
 1. Activity: blockwork to ground floor
 2. Activity duration increased by 9 calendar days

- d. House No. 42
 - i. Progress on 1 February 2010: blockwork completed to ground floor. First-floor precast concrete flooring beams due for delivery and placement on 1 February 2010.
 - ii. The effect was to delay the installation of the first-floor precast concrete flooring from 1 February to 10 February 2010, a delay of 9 calendar days.
 - iii. The effect on the overall programme has been demonstrated by impacting the baseline programme as follows:
 1. Activity: PCC flooring
 2. Activity start date deferred by 9 calendar days
6. Reference to the baseline programme included herein under Appendix A shows that this cluster of four dwellings was the last to be started and thus the last to be completed. The effect of this delay event therefore had a direct effect on the Time for Completion of the project. The impacted baseline programme included herein under Appendix B demonstrates that the effect on the individual activities of the affected dwellings has had the overall effect of delaying the Time for Completion by 9 days, i.e. until 6 August 2010.

Claim Section VII. Quantification of Claim: Samples

The last part is substantiation or proving a claim...

Let us now examine how we can enhance the claim narrative in the same way that the trial lawyer would submit evidence to the jury, in order to attempt to prove his case. If we re-examine sections of the narrative developed earlier in this chapter, we can see that thus far the narrative is merely a collection of statements as follows:

The Cause

1. On 1 February 2010 the Employer's infrastructure contractor excavated a trench across the road leading to house numbers 36, 38, 40 and 42. These houses may only be accessed by way of the road that was affected by the infrastructure contractor's works.
2. The infrastructure contractor's work was completed and access to the four affected houses was re-established on 9 February 2010.

Claim Section VII. Quantification of Claim: Samples

The Cause

1. On 1 February 2010, the Contractor wrote to the Engineer to advise that the Employer's infrastructure contractor had excavated a trench across the road leading to house numbers 36, 38, 40 and 42.¹ These houses may only be accessed by way of the road that was affected by the infrastructure contractor's works. Photographs taken on the same day are included herein under Appendix A and show the extent of the infrastructure contractor's work and the restricted access.
2. It was recorded in the site meeting held on 10 February 2010 that the infrastructure contractor's work was completed and access to the four affected houses was re-established on 9 February 2010.²

¹ Exhibit 1 – BBO Construction letter reference BBOC/P9921/L0347, dated 01/02/10

² Exhibit 2 – Site Meeting Minutes, dated 10/02/10

Claim Section VII. Quantification of Claim: Samples

The above example introduces evidence to substantiate the statements by reference to the project records, in this case: correspondence, photographs and meeting minutes. The exhibits referred to as evidence or substantiation via the footnotes should be appended to the claim submission and clearly indexed for ease of reference. The use of footnotes to reference the exhibits rather than quoting the document reference numbers within the text allows the narrative to flow. This makes the task of reading more pleasant and provides for an easier understanding of the text. It is sensible to allocate individual exhibit numbers to each document because it is often necessary to refer to a document on several occasions within the narrative and by adopting this method the document only needs to be included once in the appendices.

The usual project records of correspondence, minutes, site reports and so on can, and should, be supplemented by additional records in order to substantiate the events and the subsequent effect. The following is a section from the original example narrative that deals with the effect:

Claim Section VII. Quantification of Claim: Samples

The Effect

1. The road crossing restricted the Contractor's access to the four dwellings by preventing vehicles from reaching the houses to deliver the construction materials necessary for progress to be maintained.
2. The infrastructure contractor commenced excavation of the road crossing on 1 February 2010, which effectively restricted access from this day. On this date, the progress of the individual dwellings was as follows:
 - a. House No. 36 – reinforcement to the raft foundation was in progress and due to be completed on 2 February 2010.
 - b. House No. 38 – ready for concrete to be poured to the raft foundation.
 - c. House No. 40 – blockwork to ground-floor external walls and partitions was in progress and due to be completed on 3 February 2010.
 - d. House No. 42 – blockwork completed to ground floor. First-floor precast concrete flooring beams due for delivery and placement on 1 February 2010.
3. Progress to the affected dwellings was dependent on the delivery of ready-mixed concrete, concrete blocks, cement, sand and precast concrete flooring beams and other materials to the working areas. No other access route for such vehicles was available due to other activities and completed construction works in this area of the site. The effect of the excavation of the road crossing by the infrastructure contractor was to prevent deliveries from being made between the dates of 1 and 9 February 2010 and, consequently, to suspend the construction activities until 10 February 2010, the day after the access was reinstated.

The Effect

1. Appendix B contains a site plan, which has been marked up to show the location of the road crossing. The plan also shows that alternative access to the dwellings in question was not possible, due to the location of existing boundary walls and other completed works. The photographs contained in Appendix A also demonstrate that the works shown on the site plan had already been constructed at the time in question. Thus, the road crossing restricted the Contractor's access to the four dwellings by preventing vehicles from reaching the houses to deliver the construction materials necessary for progress to be maintained.
2. The infrastructure contractor commenced excavation of the road crossing on 1 February 2010, which effectively restricted access from this day. The Daily Site Report of 1 February 2010³ and the photographs in Appendix A record that the progress of the individual dwellings was as follows:
 - a. House No. 36 – reinforcement to the raft foundation was in progress and due to be completed on 2 February 2010.
 - b. House No. 38 – ready for concrete to be poured to the raft foundation.
 - c. House No. 40 – blockwork to ground-floor external walls and partitions was in progress and due to be completed on 3 February 2010.
 - d. House No. 42 – blockwork completed to ground floor. First-floor precast concrete flooring beams due for delivery and placement on 1 February 2010.

Claim Section VII. Quantification of Claim: Samples

The Effect

1. The road crossing restricted the Contractor's access to the four dwellings by preventing vehicles from reaching the houses to deliver the construction materials necessary for progress to be maintained.
2. The infrastructure contractor commenced excavation of the road crossing on 1 February 2010, which effectively restricted access from this day. On this date, the progress of the individual dwellings was as follows:
 - a. House No. 36 – reinforcement to the raft foundation was in progress and due to be completed on 2 February 2010.
 - b. House No. 38 – ready for concrete to be poured to the raft foundation.
 - c. House No. 40 – blockwork to ground-floor external walls and partitions was in progress and due to be completed on 3 February 2010.
 - d. House No. 42 – blockwork completed to ground floor. First-floor precast concrete flooring beams due for delivery and placement on 1 February 2010.
3. Progress to the affected dwellings was dependent on the delivery of ready-mixed concrete, concrete blocks, cement, sand and precast concrete flooring beams and other materials to the working areas. No other access route for such vehicles was available due to other activities and completed construction works in this area of the site. The effect of the excavation of the road crossing by the infrastructure contractor was to prevent deliveries from being made between the dates of 1 and 9 February 2010 and, consequently, to suspend the construction activities until 10 February 2010, the day after the access was reinstated.

3. Progress to the affected dwellings was dependent on the delivery of ready-mixed concrete, concrete blocks, cement, sand, precast concrete flooring beams and other materials to the working areas. No other access route for such vehicles was available due to other activities and completed construction works in this area of the site. The effect of the excavation of the road crossing by the infrastructure contractor was therefore to prevent such deliveries from being made between the dates of 1 and 9 February 2010 and effectively to suspend the construction activities until 10 February 2010; the day after the access was reinstated. The Daily Site Report of 9 February 2010⁴ and the photographs included in Appendix C herein record the progress of the affected dwellings at the time when the road crossing was reinstated and the works were able to recommence as normal.

³ Exhibit 3 – Daily Site Report, dated 01/02/10

⁴ Exhibit 4 – Daily Site Report, dated 09/02/10

Claim Section VII. Quantification of Claim: Samples

In the above example, a drawing has been produced and referred to in the narrative to demonstrate that, following the excavation of the road crossing, there was no alternative access available for the delivery of the materials necessary for progress. Photographs have also been taken and included in the claim submission in order to substantiate both the access restrictions and the progress of the affected dwellings at the time of the delay. The drawing and the photographs have been produced in addition to the normal project records to support the claim. This is a good demonstration of the necessity of having robust contract administration procedures in place, to ensure that such records are taken and maintained. In this example, had the Contractor not realised that photographs would have been useful until he started to prepare his claim, it would have obviously been too late and the opportunity would have been lost.

Claim Section VII. Quantification of Claim: Samples

As discussed previously, when considering entitlement matters, the best place to look for substantiation is in the Contract. The following extract from our example does this to some extent:

The Contractor's Entitlement

1. Extension to the Time for Completion

- a. The Contractor's entitlement to an extension to the Time for Completion is contained within the provisions of Sub-Clause 8.4 [*Extension of Time for Completion*] sub-paragraph (e), which provides that an extension of time shall be given for delay caused by the Employer's other contractors on the Site.
- b. The event of the road closure by the infrastructure contractor, as described herein, clearly falls under this provision and, consequently, the Contract provides that the Contractor shall be entitled to an extension of the Time for Completion if and to the extent that completion is or will be delayed. The claim submitted herein contains the Contractor's request for an extension of Time for Completion for the nine days of delay demonstrated.

Claim Section VII. Quantification of Claim: Samples

Let us now examine how the Contract may be used more effectively within the narrative, both to substantiate the statements made and to make the reviewer's job easier by removing the necessity for the reviewer having to constantly refer to his own copy of the Contract to verify the assertions.

Claim Section VII. Quantification of Claim: Samples

The Contractor's Entitlement

1. Extension to the Time for Completion

- a. The Contractor's entitlement to an extension to the Time for Completion is contained within the provisions of Sub-Clause 8.4 [*Extension of Time for Completion*] which provides that:
'The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

...

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.'

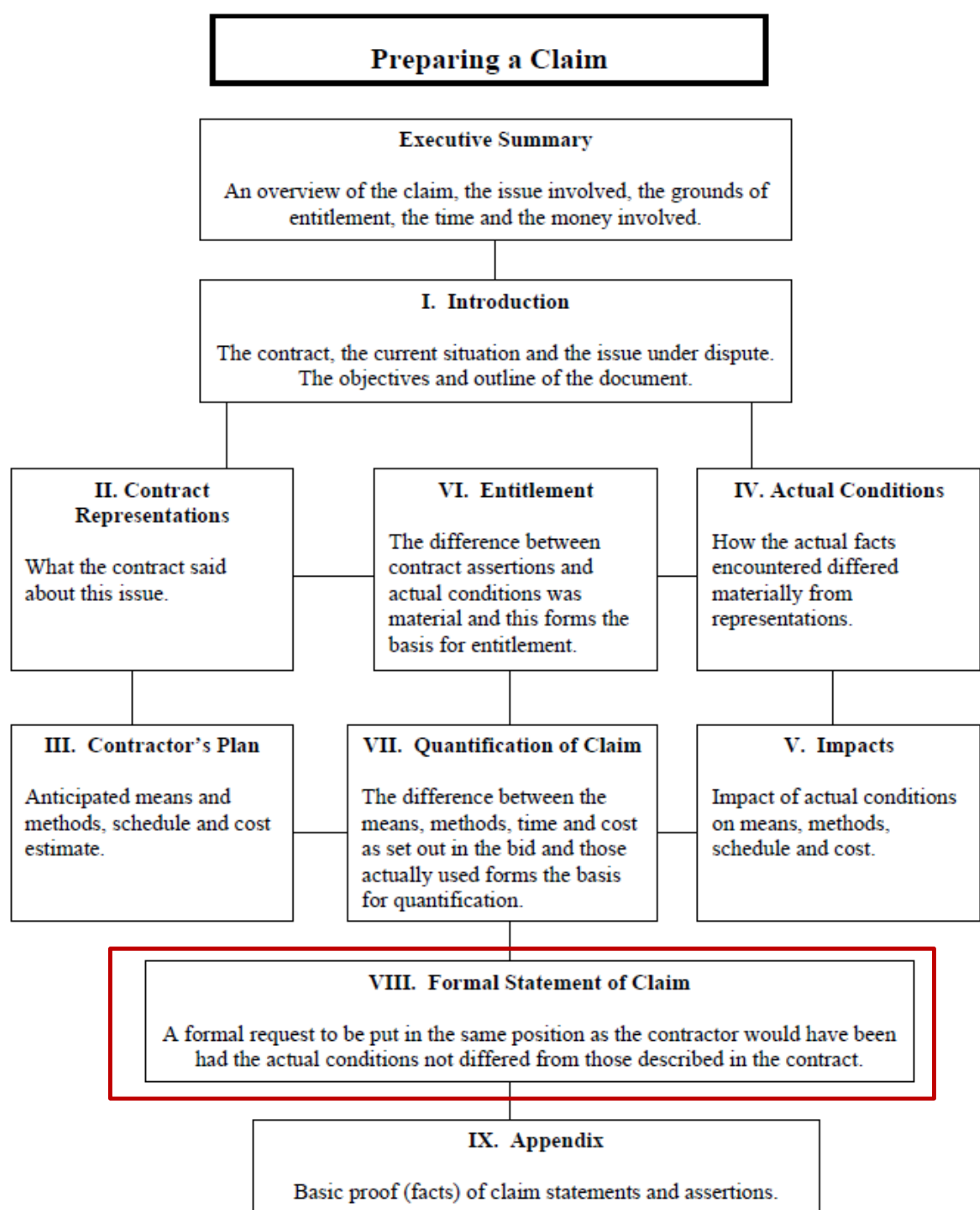
2. The event of the road closure by the infrastructure contractor, as described herein, clearly falls under the provision of *'delay, impediment or prevention caused by or attributable to the ... Employer's other contractors on the Site'*. Consequently, the Contract provides that the Contractor shall be entitled to *'an extension of the Time for Completion if and to the extent that completion ... is or will be delayed'*. The claim submitted herein contains the Contractor's request for an extension of Time for Completion for the nine days of delay demonstrated.

Claim Section VII. Quantification of Claim: Samples

You will note that in the second entitlement narrative, the actual wording of the Contract has been used extensively; firstly by including a reproduction of the sections of the sub-clause that contain the entitlement, to avoid the reviewer having to refer to a separate document (the Contract) and secondly by using the exact wording in the subsequent explanations. The latter demonstrates how the provisions of the Contract relate to the actual circumstances of the event and emphasises the correctness of the statement being made. Such usage also gives confidence to the reviewer that the narrative is not attempting to demonstrate a point to the claimant's advantage by placing a different interpretation on the wording of the Contract to suit the circumstances.

Put all cause, effect and entitlement together and you are done at this stage.

Claim Section VIII. Formal Statement of Claim



Claim Section VIII. Formal Statement of Claim: Purpose

Purpose

The purpose of the Formal Statement of Claim section is to formally request to be put in the same position that the contractor would have been in but for the issue at hand.

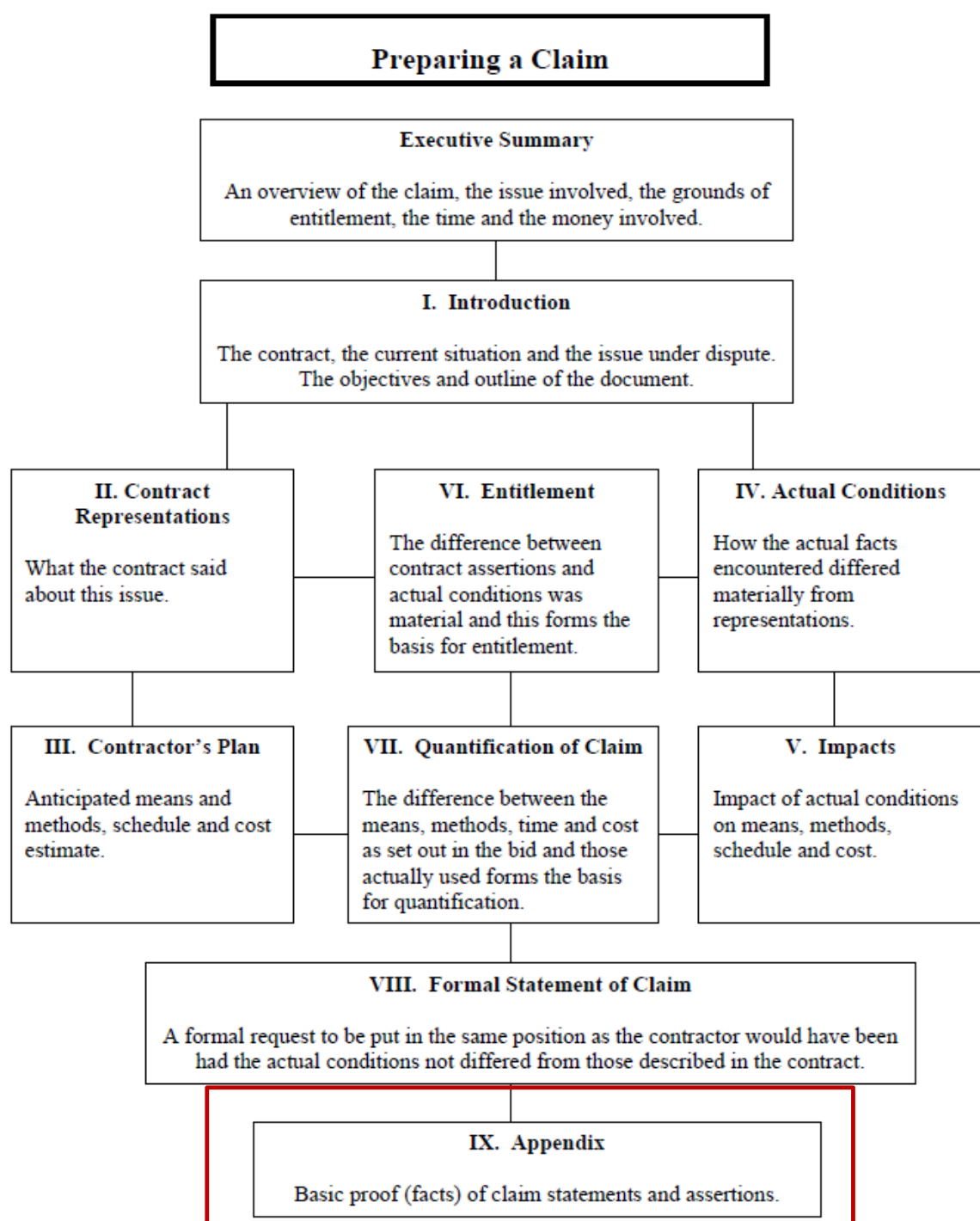
What is the **format** of the Formal Statement of Claim?

Claim Section VIII. Formal Statement of Claim: Format

Format

The claim format represented by this document is to be developed for each issue. When complex claims are involved and multiple issues affect some of the same activities and/or the overall project, a general overview summary should be provided showing the relationship and division between the issues and claims, and segregating or explaining any overlap between them.

Claim Section IX. Appendix



Claim Section IX. Appendix: Purpose

Purpose

The purpose of the Appendix section is to present detailed proof, support or evidence to support the statements made in the body of the claim. The matters presented in the Appendix should be restated in the body of the claim in summary form.

The Appendix is the actual documentation and evidence. It may also include a legal brief where appropriate.

What may be **included** in the Appendix?



Claim Section IX. Appendix: Details

- Detailed estimates
- Schedules
- Correspondence
- Submittals
- Field reports
- Diaries
- Expert reports
- Legal briefs

Who is **targeted** by the Appendix?





Claim Section IX. Appendix: Details

The targeted reader of the Appendix is the expert whose job includes technically analyzing the details in a specific area.

Ready to see some **helpful forms**?

Helpful Forms



Some forms

مدیریت ادعاء و اختلافات در طول چرخه حیات پروژه
نحوه تدوین کتابچه لایحه ادعا

Executive Summary

Project Description

Blank box for Project Description



Some forms

Claim Statement

What, why entitled?

Prepared by
DO NOT DISTURB

Some forms

Visual: Grounds for Entitlement

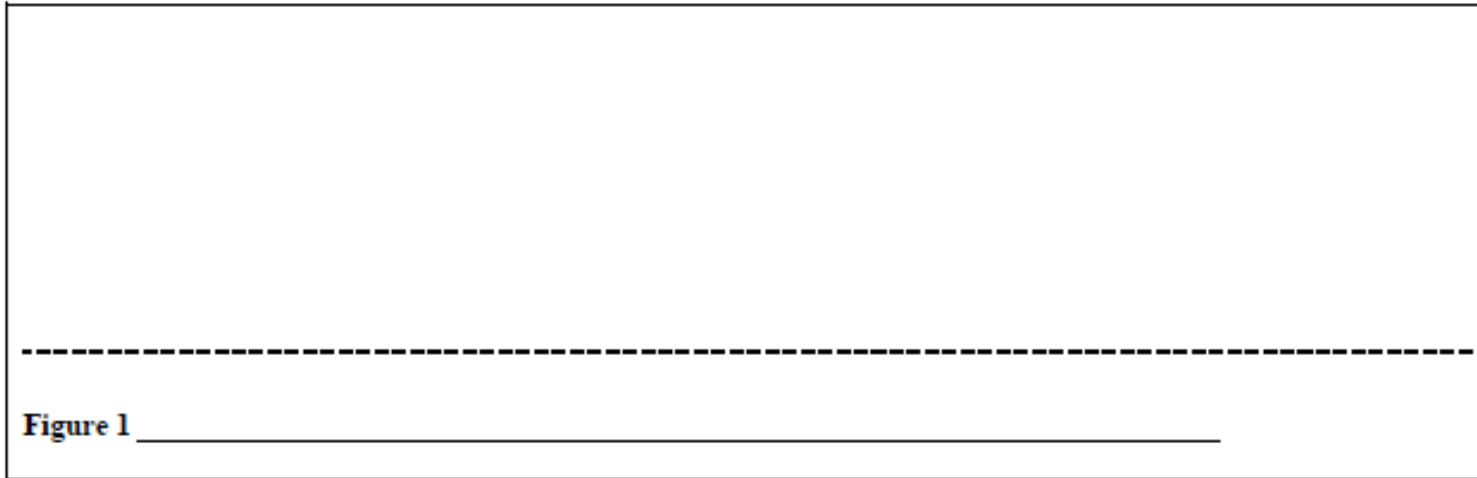


Figure 1 _____



Some forms

Preview of Issues Involved (Grounds for Entitlement)

Several critical facts support the contractor's claim for an equitable adjustment.

•

•

•

•



Some forms

Issue

#1

Heading

You need four of it!



Some forms

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نحوه تدوین کتابچه لایحه ادعا

Visual: Support of an Issue

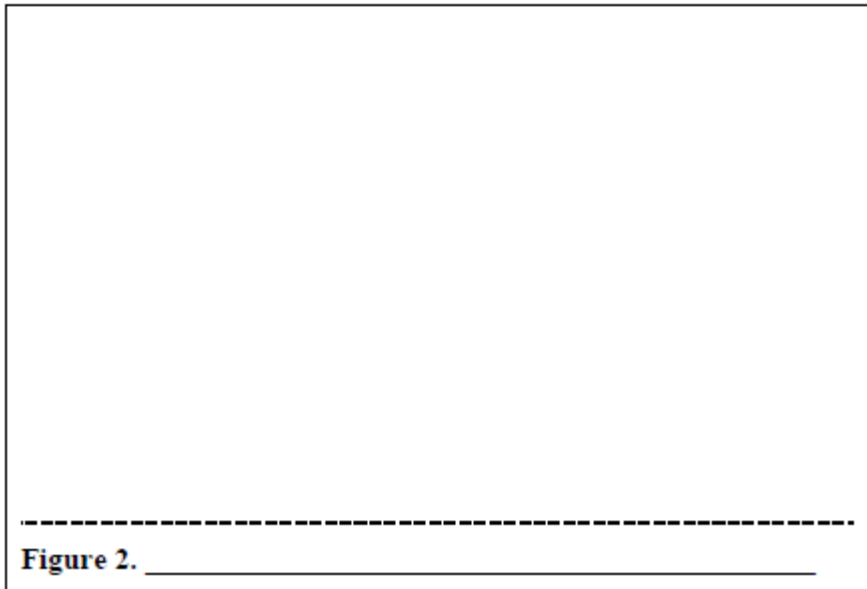


Figure 2. _____

Restate Basis of Claim

Action Requested

What updates we have in the next year?



Standard Letters and Notices in English use by the contractor (with comments)

9. Standard Letters and Notices in English use by the contractor (with comments)

Summary of the standard letters and notices for use by the contractor under the conditions of contract for works of civil engineering construction fourth edition.

Prepared by Dr. ...
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Ref.	Subject	Contract Clause(s)
1.	Agreement or objection to assignment by the Employer	1.1(a)
2.	Request for written notification of the delegated powers of the engineer	2.2
3.	Dissatisfaction with an instruction of the Engineer's Representative	2.3(b)
4.	Request for consent to sublet	4
5.	Request for clarification of ambiguity or discrepancy in the Documentation and possible additional cost	5.2
6.	Request for additional information, disruption of progress	6.3
7.	Notice of delay in the issue of any drawing or instruction	6.4
8.	Submission of design work for approval	7.2
9.	Performance Security	10.1
10.	Advice that performance security has been provided	10.1
11.	Notice of not foreseeable physical obstructions or conditions on site	12.2/44
12.	Notice of legally or physically impossible work	13.1/55.1
13.	Submission of program	14.1
14.	Cash flow estimate to be submitted	14.3
15.	Request for reimbursement of costs in correcting inaccurate setting out data	17.1
16.	Reimbursement for exploratory works	18.1
17.	Letter advising of employers liability to insure the works after issue of Taking-over certificate	20.1
18.	Claims loss or damage in respect of employer's risks	20.43
19.	Evidence and terms of insurance	25.1
20.	Notice of fossils, geological or archaeological interest	27.1
21.	Claims for reimbursement of additional costs and extension of time	27.1
22.	Request for the reimbursement of costs associated with patent rights	28
23.	Notification of damage to a road or bridge on the route to site	30.3
24.	Letter to engineer requesting payment for services provided	31.2
25.	Return of labor and contractor's equipment	35.1
26.	Application for cost of samples	36.2
27.	Request for extension of time and cost reimbursement where tests not provided	36.5
28.	Examination of work before covering up	38.2
29.	Reimbursement of costs for opening up the works for inspection	38.2
30.	Disagreement with engineer instruction to remove improper work	39.1
31.	Notice of delay and additional cost arising from suspension of work	40.1
32.	Request for permission to proceed with suspended work	40.3
33.	Notice to treat suspended work as omitted from contract	40.3
34.	Confirmation of commencement of work	41.1
35.	Proposals for commencement	42.1
36.	Application for extension of time	44.2(a)
37.	Detailed particulars of claim	44.2(b)
38.	Interim, final particulars of claim	44.3
39.	Request for permission to work night/weekend shifts	45.1
40.	Taking-over certificate	48.1
41.	Taking over of sections or parts	48.2
42.	Clarification of works of repair	49.2
43.	Request for reimbursement of costs associated with the engineer's Instruction to search for the cause of a defect	50.1
44.	Confirmation of instruction	51.2
45.	Notification of varied rate	52.2

Ref.	Subject	Contract Clause(s)
46.	Notification of variations exceeding 15%	52.3
47.	Day work record	52.4
48.	Monthly day work statement	52.4
49.	Notice of claim	53.1
50.	Substantiation of claim	53.3
51.	Substantiation of claim continuing event	53.3
52.	Assistance with customs clearance	54.3
53.	Assistance with re-export of constructional equipment	54.4
54.	Consent for the removal of equipment from site	54.1
55.	Notice of disagreement / agreement with measurement records and drawings	56.1
56.	Objection to the nomination of a nominated subcontractor	59.2
57.	Design liability under a nominated sub contract	59.3
58.	Proof of payment to a nominated subcontractor	59.5
59.	Notice of withholding payment to a nominated subcontractor	59.5
60.	Monthly statement	60.1
61.	Notification of non payment	60.1
62.	Release of retention money	60.3
63.	Statement at completion	60.5
64.	Draft final statement	60.6
65.	Discharge pursuant to clause 60.7 of the conditions	60.7
66.	Release of second half of retention money	60.3
67.	Defects liability certificate	62.1
68.	Damage to work by special risks	65.3
69.	Increased costs arising from the consequence of a special risk	65.5
70.	Request for an engineer's decision	67.1
71.	Notices of contractor	68.1
72.	Change of address	68.3
73.	Notice of termination of contract	69.1
74.	Entitlement to suspend work	69.4
75.	Currency restrictions	71.1

موسسه مهندسی و مدیریت ساخت علوی پور (ACEMI)

دفتر آموزش



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