



**UNDERSTANDING CLAIMS  
UNDER THE FIDIC CONTRACTS  
INTERMEDIATE E-COURSE**

**Assignment 5 – Quantum and  
Notices**

**Assignment**

### **Case Study A5.1**

1. The Contract is the 1999 Red Book.
2. The contract duration is 12 months.
3. On Day 10, whilst excavating for the foundations, the Contractor uncovered the remains of what was obviously an old building. The Contractor spent the rest of the day carefully excavating to uncover more of the remains in an attempt to discover their extent.
4. On Day 11, the Contractor telephoned the Engineer to advise him of the findings. The Engineer advised the Contractor that he would visit the Site later in the day to inspect the remains.
5. The Engineer visited the Site on the same day and instructed the Contractor to stop all further excavations pending an inspection by the local authority. The Engineer contacted the local authority to advise them of the findings. The local authority advised that they would send a member of their heritage team to inspect the remains. Excavation activities were the only works that the Contractor was able to undertake at this time, so this instruction effectively stopped all progress.
6. On Day 18, the local authority representative visited the Site and spent some time taking photographs and samples of the remains. The representative issued the Contractor with a formal order to stop all further excavation works until further notice.
7. On Day 23, the Contractor contacted the local authority representative for an update. The representative advised the Contractor that they were still conducting investigations and carrying out further research. The Contractor asked when the investigations would be completed and was advised that this could not be predicted. The Contractor demobilised his two excavators and their operators by “off-hiring” them with the plant hire company.

8. On Day 42, the local authority representative contacted the Engineer to advise that the remains were from an old farm building dating back to around 150 years and were not of any interest to the local authority. The Engineer instructed the Contractor to recommence the Works and the local authority emailed formal permission to resume work to the Contractor. The Contractor contacted the plant hire company to arrange for two excavators to be hired and delivered to site as soon as possible.
9. On Day 43, the plant hire company delivered and off-loaded the two excavators in the late afternoon. It was a condition of the hire agreement, that delivery and removal of the excavators would be charged in addition to the daily hire rate.
10. On Day 44, the Contractor resumed the excavation. The remains were easily removed by the excavators and the Contractor did not suffer any loss of production to his excavation activities.

**Assignment A5.1 (55% of total marks)**

1. What potential claims is the Contractor entitled to because of this event? Please be specific in your answer. For example, if you consider that the Contractor is entitled to claim for Costs, describe the type of Costs that you consider to be claimable.
2. What provisions of the Contract entitle the Contractor to make such a claim or claims?
3. Describe how you would evaluate the quantum of the claim or claims.

**Assignment A5.1A (45% of total marks)**

Following on from Assignment 5.1, prepare the notice or notices that the Contractor is required to submit pursuant to making a claim in relation to this event.

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## **IMPORTANT REMINDERS ABOUT SUBMITTING ASSIGNMENTS**

The following details are in the Student Guidebook, but as a reminder:

1. Please use the following structure when naming your assignment files:

***Course Code + Assignment Number – Initials***

The course code for this course is C7 so, for example, the file name for Assignment 1 for a student named Richard Smith would be:

***C7 Assignment 1 – RS.***

2. The system only allows you to upload ONE file so if you have multiple files to upload, please compress or zip them into a single file first and then upload.