

8.6 Rate of Progress

If, at any time:

(a) actual progress is **too slow** to complete within the Time for Completion, and/or

(b) progress **has fallen** (or will fall) behind the **current programme** under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion],

then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion

(HFG remark: initial / original or current TfC).

Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.

Additional Sub-Clause MDB2010 / SC08.6p4

Additional costs of

revised methods including acceleration measures,
instructed by the Engineer

to reduce delays resulting from causes listed under
Sub-Clause 8.4 [Extension of Time for Completion]

shall be paid by the Employer,

without generating, however,

any other additional payment **benefit** to the Contractor