

# Acceleration due to culpable and excusable delay

in compliance with FIDIC Red Book 1999 and [MDB2010](#)

## A \_ Culpable Delay

If the Contractor is responsible for his delay, he has to speed up his operations at his own cost, to meet the original/initial time for completion. The Engineer can instruct so.

## B \_ EoTfC SC08.4 / SC08.6 p4 MDB2010

The Contractor is entitled for Extension of Time subject to SC08.4 caused by Variations, delays under the CoC, exceptional adverse climate conditions, unforeseeable shortages caused by an epidemic or governmental actions, and any delay, ... caused by or attributable to the Employer / Engineer.

## C \_ Entitlements for the Contractor for EoTfC

The Merits are provided in the respective sub-clauses: time, cost / profit according to [www.GuB21.de/03.5+ClaimSC.pdf](http://www.GuB21.de/03.5+ClaimSC.pdf) (Excerpt from the FiDiC Contract Guide)

## D \_ Instructed Acceleration Actions

If the Engineer instructs acceleration measures, to reduce delays resulting from causes listed under SC08.4 (attributable ERE) shall be paid by the Employer.

Note: Proven by additional paragraph in SC08.6 – paragraph 4 in MDB2010!!!

## E \_ Notice to Correct

If the Engineer issues a "Notice to Correct (SC15.1) "to force the Contractor to build the project within the "initial Time for Completion" - despite an Interim Claim - with continuing effect - for EoTfC pursuant to SC08.4 - , the Contractor **has to obey** at the first glance to expedite the operation, hasn't he? Rational behind SC15.1???

Obviously, the Contractor may insist on EoTfC, because he will have obstacles to deploy all the required resources?

What would you recommend to the Parties to avoid disputes.

## F \_ Contractor's full compensation

Anyway, the Contractor is entitled to get reimbursed for all expenses (additional acceleration claim notice with full particulars - with continuing effect) incurring him for his efforts to expedite the operations by 2nd, 3rd shifts, additional human resources, import of additional equipment, additional delivery costs for material, additional deployment of **Sub-Contractors, additional superintendence, aso.**

## G \_ Problematic situation

The problem: Both claims (acceleration + EoTfC by the epidemic) are interim, and the Engineer does not provide a provisional "in principle" decision. The interim Claim issue is unfortunately pending. An unsatisfactory situation occurs.

>>> How would you solve the problem???

[www.gub21.de/20.1+Interim.pdf](http://www.gub21.de/20.1+Interim.pdf)