



Sub-Clause 1.9

■ **“Further/Second” Notice**

■ **“Further/Second” Notice** – This notice should be submitted if the Engineer does not issue the necessary drawing or instruction by the date specified in the first notice.

■ **Now**, this event should be treated as a claim pursuant to Sub-Clause 20.1 and the procedures contained therein should be strictly adhered to.

Letter from: The Contractor *[as per the contact details included in the Contract]*

Letter to: The Engineer *[as per the contact details included in the Contract]*

Copied to: The Employer *[as per the contact details included in the Contract]*

Date: *[insert date – pursuant to Sub-Clause 20.1, this notice should be issued within **28 days** of the date by when the necessary drawing or instruction **should have been issued**, as detailed in the Contractor’s first notice]*

Letter reference: *[insert letter reference number]*

Section 1) Relevant contractual reference(s): *[insert reference(s) to all relevant contractual Clauses/Sub-Clauses, terms and conditions related to this claim]*

1. Sub-Clause 1.9
2. Sub-Clause 8.4
3. Sub-Clause 20.1

Section 2) Relevant legal reference(s): *[insert reference(s) to all relevant statutory and/or governing/applicable legal provisions which may be pertinent to this issue]*

Dear Sir/Madam,

Subject: Claim No. *[insert number and description]* – Notification of a claim for *[an extension of time, Cost and profit]*

We refer to the contractual notification issued pursuant to Sub-Clause 1.9 in relation to the above claim on *[insert date]*, letter reference: *[insert reference]*. In said letter, we requested the Engineer to issue *[insert details about drawing or instruction]* by *[insert date specified in the first letter]*. However, this information was not provided by said date and, as a result, the Works have been negatively impacted. Please find detailed below all relevant information related to this event.

Date of the event: *[insert date]*

Location of the event: *[insert location]*

Description/cause of event:

[insert details about the description/cause of the event]

Effect of event:

[insert details of all the effects arising from the event, i.e., delay, disruption et al.]

Impact on Sub-Clause 8.3 programme:

[Delay Analysis: Insert details of the affected activities including estimates of potential knock-on effects to other activities and overall impact to the programme. The delay analysis could be prospective (if the delay has a future impact) or retrospective (if the delay has crystallised) or a combination of the 2 analyses thereof. This depends on (1) the overall delay analysis strategy and (2) how the event affected the critical path/programme. If the Sub-Clause 8.3 programme has not been submitted, provide additional information regarding impact to affected activities and project completion date.]

We have enclosed a delay analysis of the programme which elucidates the impact of this event to the progress of the Works.

Mitigation measures:

*[**Important** – In general, a contractor is obliged to mitigate delay/cost but this does not equate to spending additional sums of money. However, any reasonable sum(s) expended, as a result of mitigation measure(s) taken by the Contractor to reduce serious losses, is recoverable under most jurisdictions. Insert details of mitigation measures that could be taken by the Contractor in order to reduce potential costs and/or delay.]*

Contemporary Records:

[The Contractor is obliged to maintain contemporary records as may be necessary to substantiate any claim, either on Site or at another location acceptable to the Engineer.]

Pursuant to the requirements of Sub-Clause 20.1, we are maintaining contemporary records in order to substantiate the claim which will be submitted in due course. The Engineer and/or his authorised representatives are invited to (1) inspect said records and (2) issue pertinent instructions if additional documents are required. In the interim, please find attached photographs, copies of pertinent drawings (Tender v Construction) and other relevant documentation related to this event.

Notice of claim:

Please accept this letter as a notice pursuant to Sub-Clauses 1.9, 8.4 and 20.1 of the Contract. As a result of the aforementioned event, we are entitled to *[an extension of time and/or recovery of additional Cost plus reasonable profit (if profit is recoverable)]*. Section 1 of this letter contains references to all contractual provisions pertinent to this issue *[if applicable, insert a reference to legal provisions included in Section 2]*.

Yours faithfully,

[signed by the Contractor's authorised representative, per Sub-Clause 4.3]

Additional letters should be issued per the requirements of Sub-Clause 20.1