# Your route through Delay & Disruption Claim

A sample report, built from invented answers, to show what yours will look like.

> This report is based only on your answers, before we have seen any of your papers. It is not legal advice, and you should not rely on any date or time limit in it: check every date against your subcontract. Legal questions go to your solicitor.

## Where you stand

Your main contractor has accepted at least some of the time, but that does not by itself pay you. The money needs an event your subcontract pays for, any notice it requires, and costs shown from records. Some events, such as exceptionally bad weather, usually give time but no money.

Your notices were late or missing, yet your main contractor still granted time. That may help show it knew of the events when they happened.

Your team allocated labour to areas or activities every day. That is what lost productivity is measured on: output in the disrupted areas and weeks against the same kind of work that ran normally.

With a sum this size refused and records behind it, adjudication may be worth weighing if talks stall. It is the fast way to have a construction dispute decided: the decision is due 28 days after the referral, unless it is extended. We prepare the money side, a programming specialist supplies any delay case, and whoever runs it for you conducts it.

An extension of time was granted, but for less than you asked. We price both the period granted and the period you say is right, so the cost of each is clear. Whether you are owed the extra time is for a programming specialist to show, not us.

You were pushed to speed up, with nothing in writing. That makes the cost harder to recover, but not always impossible: the record of what you were told, and when, matters most.

Some notices went late, or not for every event. That does not always end the claim, and we state the gap rather than hide it. What a late notice means depends on your subcontract's wording, and that is a question for your solicitor.

## What to do now

In order: the first ones cannot wait.

1. **Give notice now of any delay still affecting your work** (today)
   **Why:** A notice for an event still running, or still inside its notice period, may still be in time. Many subcontracts want notice as soon as the effect becomes clear, so every day it waits makes it weaker.
   **How:** Write to the person your subcontract names for notices. Name the event, when it started, the work

it affects, and that it is delaying you and costing you money. Send it the way your subcontract requires and keep the sent email. If a notice deadline falls this week, send us the clause and the event, and we write the notice for you to send.

2. **List what caused each week of the extension**

   **Why:** Only the weeks caused by events your subcontract pays for carry money. Weeks caused by other events, or by your own problems, usually do not.

   **How:** Take each extension of time decision and note the period and the event it was granted for. Beside each, note who caused it. Was it your main contractor's side, such as late information, a variation or no access? Or nobody, such as bad weather? Then find your site costs for the same weeks.

3. **Pick out a normal stretch of the same work**

   **Why:** Lost productivity is shown by comparing disrupted work with the same kind of work that ran normally. Without a fair comparison, it is only a claim that things went slower.

   **How:** From your allocation sheets, find the areas and weeks the disruption hit. Then find the same kind of work, done by similar gangs, in an area or a stretch where nothing got in the way. Note the hours and the output in each.

4. **Write down now what you were told about speeding up**

   **Why:** With no written instruction, the record of who asked, when and why is what the cost of speeding up rests on.

   **How:** Note each time you were told or pushed to speed up: who said it, when, what was said and what you did. Find any emails, minutes or programmes that mention a target date. Then confirm to your main contractor in writing what you were asked to do. Book the extra labour, plant and overtime to their own code from today.

5. **Close the gaps in your records now**

   **Why:** A part of the claim with no record behind it is treated as unsupported, however real the cost. Records made at the time count for much more than ones made later.

   **How:** For each affected week, look for anything dated at the time. That means emails, photos on your team's phones, delivery notes, hire tickets, timesheets and the site diary. Payroll and hire invoices sit in your accounts even when site records are thin. Ask your site team now, before they move on or forget. Label anything rebuilt with the date you wrote it.

6. **Keep every notice, letter and site record exactly as it was made**

   **Why:** A delay claim is proved on records made at the time. An original email or sheet keeps its date. A tidied copy, or a record rewritten later, may not, and it can cast doubt on the rest.

   **How:** Make one folder for this claim. Save every notice, reply and extension of time decision as the original emails. Keep diaries, allocation sheets and photos as they are, and never rewrite an old entry. If you rebuild a record, label it with the date you made it and what it was built from.

## What to gather

Everything the work is built from. Copies are fine: send what you have and we will tell you what is missing.

- **The site records. You said you do not have this yet.** Diaries, allocation sheets, day sheets,

daywork sheets, photographs and progress records, exactly as they were kept at the time.
Where to find it: The site office, the site manager's files and the team's phones.

- **The subcontract.** A complete PDF with every schedule and amendment, plus any main contract terms it brings in.
  Where to find it: The job's commercial folder or the original order email.
- **Every date that is running.** Any notice period still open, any response or meeting date, and any adjudication notice or directions, forwarded exactly as they arrived.
  Where to find it: The project inbox and whoever received the latest letter from your main contractor.
- **The notices given and received.** Delay and loss and expense notices, early warnings, extension of time applications and decisions, as issued, with proof of sending where you have it.
  Where to find it: The sent items of whoever issues your notices, and your main contractor's letters in the project inbox.
- **The cost records.** The job cost ledger, payroll, timesheets, allocation sheets, plant returns and hire and purchase invoices, exported rather than printed.
  Where to find it: Your accounts system's exports and the site's weekly returns.
- **The tender build-up.** The priced preliminaries and the labour and plant build-ups from the tender, in the format they were priced in.
  Where to find it: Your estimator's tender file.
- **The delay period and the extension of time position.** Any extension of time granted, any delay analysis, or your programming specialist's written view of the periods and causes, as it stands. If there is none yet, say so.
  Where to find it: Your main contractor's extension of time decision, or your planner or programming specialist.
- **The account and anything already exchanged.** The current account, sums certified or agreed, and any claim, response, offer or concession already sent or received.
  Where to find it: Your QS's valuation file and the project inbox.

## Why Quantsurv

You can do a good deal of this yourself, and the steps above show how. If you would rather have it done for you, or want the notices checked before you act, this is the work we do.

- **Specialists in exactly this.** We work only for subcontractors, on the claims and disputes that cost them money. Behind it: 10 years on the commercial side of construction, and £100m+ of construction projects worked on.
- **A fixed fee, agreed first.** We never bill by the hour. Fixed fee agreed before each stage: evidence review, valuation, then negotiation or adjudication support. You decide whether to continue after each. If the work runs over, the cost is ours, not yours.
- **Fast where it matters.** The timetable is agreed in writing at scoping and then kept. A fixed fee also gives us every reason to finish quickly.

## How Delay & Disruption Claim would run for you

The whole service, step by step. Where your answers decide a route, it is shown under the step it belongs to.

### Step 01 You tell us what happened and what dates are running

One call on the events, what they cost you and what has already gone to your main contractor. Tell us every date you know of: a notice period, a reply date or an adjudication timetable. The first conversation is free and commits you to nothing.

### Step 02 We check the fit and confirm the first stage in writing

We confirm in writing the scope, the fixed fee for the first stage, the timetable and every date already running, with its source. Each later stage is priced in writing before it starts.

**What you get:** A written scope, first-stage fixed fee and timetable, with every running date and its source

### Step 03 You decide whether the first stage goes ahead

Nothing starts until you have agreed the scope and the fee in writing.

### Step 04 You send us the paperwork

Everything in the list below as it stands, partial records and gaps included. You do not need a tidy file to start.

### Step 05 We read the subcontract and everything it brings in

We take the routes for claiming the money, the notice rules, the time limits and the valuation basis from the signed subcontract and its amendments. Every date goes in the diary with its source.

**What you get:** A summary of the claim routes, notice rules and valuation basis, with every date diaried

### Step 06 We confirm where the delay period comes from

Site costs that ran on are priced over a period of delay. We never assess that period ourselves: it comes in writing from a named source, and the claim says which.

**What you get:** A written note of the delay period each cost will be priced over, and where it comes from

- **If the delay case already exists:** we adopt the periods from the extension of time granted, or from the delay analysis already done, and name that source in the claim.
- **If the periods are disputed or change later:** we price each period in play, so the cost of each is clear, and price it again if the adopted period moves.
- **If you sped up to recover lost time:** whether you were told to, and whose delay you were recovering, comes from the record and your programming specialist. We price what it cost.

### Step 07 We rate the evidence for each part of the claim

We test each part for its route under the subcontract, its notices, its records and its arithmetic, and check it does not overlap another part. Each is rated, with the fix that would make it stronger.

**What you get:** The evidence rating for each part of the claim, with the fix for each gap

- **If a part has gaps that can be closed:** we name the fix, such as a missing payroll export or allocation sheet, and who can supply it.
- **If a notice was late or missing:** we state the gap rather than hide it. What it means in law is a question for your solicitor.

### Step 08 You decide which parts go forward

You decide part by part, before the valuation is built, not after your main contractor finds the weakness. The valuation stage starts once its fixed fee is agreed in writing.

### Step 09 We value each part from the records

We build each part from the payroll, invoices and allocation sheets, with time-related costs priced over the adopted periods. Your own causes, credits and anything recovered elsewhere are deducted and shown.

**What you get:** The valuation of each part, with every figure traced to a payroll record or an invoice

- **If site costs ran on:** they are built up week by week from payroll and hire invoices for the delay period itself, not averaged across the job.
- **If productivity was lost:** it is measured against a baseline from your own allocation sheets, comparing affected work with unaffected work of the same kind.
- **If you sped up:** acceleration is priced as the extra cost against a stretch of the job that was not accelerated.

### Step 10 We report our position and recommend a route

You get the claim, each part's value and evidence, and our view of its weak points. We recommend how and when to put it in, by the route your subcontract gives.

**What you get:** The claim, ready to go in your name, and our written view of its weak points

- **If your next application is close:** the claim goes in with it where your subcontract allows, so your main contractor has to state in its notices what it will pay and on what basis.

### Step 11 You approve the claim and send it in your name

Every figure that goes in your name is one you have seen and agreed. Commercial decisions stay with you throughout.

### Step 12 We answer the response

We read your main contractor's reply against the claim, part by part, and agree the next move with you. Negotiation is the next stage, with its own fixed fee agreed before it starts.

**What you get:** Our answer to each point in the reply, ready to send in your name

- **If the time is accepted but not the money:** we show the cost of each accepted period from the records. Time and money are proved separately, so one does not settle the other.

### Step 13 We negotiate and record any settlement in writing

We prepare each meeting with the parts, the evidence and your limits, and keep a running schedule of what is agreed, disputed and conceded. You make every commercial call.

**What you get:** A running schedule of what is agreed, disputed and conceded, updated after each meeting

### Step 14 You decide whether to settle or go on

We set out what is agreed, what is still open, and whether the gap left justifies adjudication. The choice is yours.

### Step 15 We prepare the money side for adjudication

We prepare the money side, your programming specialist supplies any delay case, and whoever runs the adjudication for you conducts it. We keep the figures ready for each date in its timetable.

**What you get:** The money side of the adjudication case, with every figure traced

### Step 16 We close it out and hand over the Handover Pack

You receive an evidence assessment identifying what can be supported and what is missing, followed by a costed claim with records behind each figure. The work closes with a written record of the settlement, decision or your choice to stop.

## Your path through the questions

The questions you answered, in order, as the page drew them. Your answers are in yellow, with the line running through them.

**Where are you with the cost of the delay or disruption?**

- It cost me money, and I have not claimed it yet
- **I claimed it, and it was refused, cut or ignored**
- I need an extension of time, not money
- My main contractor is taking delay damages from me
- My subcontract is NEC, and these are compensation events

**Does a notice deadline, a reply date or an adjudication date fall this week?**

- Yes
- **No**
- Not sure

**What did your main contractor say about your claim?**

- They rejected it, or took it apart line by line
- **They accepted the time, but say no money is due**
- They accepted part of it, or offered a round figure
- No reply at all

**Has anyone started an adjudication about this claim?**

- **No**
- Yes, we started it
- Yes, my main contractor started it

**Do you have a signed copy of your subcontract?**

- **Yes**
- No, it was never signed, or the terms are disputed
- Not sure

**Does your subcontract have a clause for claiming the extra cost of delay or disruption?**

- **Yes**
- No, or it says delay costs cannot be claimed
- Not sure

**What did the delay or disruption do to your job?**

It ran longer, so my site costs ran on | **It ran longer, and my gangs also produced less** | It finished near its date, but my gangs produced less | Not sure how to split it

**Has the length of the delay been settled, for example by an extension of time?**

Yes, an extension of time was granted for it | **An extension was granted, but for less time than I asked for** | Not sure

**Were you told, or pushed, to speed up or finish sooner?**

Yes, and it was instructed in writing | **Yes, but only verbally or by pressure, with nothing in writing** | No | Not sure

**When the delays or disruption happened, did you notify your main contractor in writing?**

Yes, in writing, at the time | **Yes, but late, or only for some of the events** | No, nothing went in writing | Not sure

**Is the job still running, or is it at final account?**

**Still running, and I apply for payment each month** | Finished, and we are agreeing the final account

**For the weeks affected, do you have records made at the time?**

Yes, for most of it | **For some of it** | Very few | Not sure

**Did your team record labour hours against areas or activities each day?**

**Yes, every day** | For part of the job, or only roughly | No, hours were not split by area or activity | Not sure

**Roughly how much is at stake?**

Under £5,000 | £5,000 to £25,000 | **£25,000 to £100,000** | Over £100,000 | Not sure

**Your report**

## Next step

> **The first conversation is free and commits you to nothing.** Reply to the email this report came with, or email contact@quantsurv.com, and we will already have your answers.