

35.6 Liquidated Damages for Delay in Reaching Practical Completion

If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor shall be indebted to the Principal for liquidated damages at the rate stated in the Annexure for every day after the Date for Practical Completion to and including the Date of Practical Completion or the date that the Contract is terminated under Clause 44, whichever first occurs. 50

If after the Contractor has paid or the Principal has deducted liquidated damages, the time for Practical Completion is extended, the Principal shall forthwith repay to the Contractor any liquidated damages paid or deducted in respect of the period up to and including the new Date for Practical Completion. 55

* **35.7 Limit on Liquidated Damages**

The Contractor's liability under Clause 35.6 is limited to the amount stated in the Annexure.

* **35.8 Bonus for Early Practical Completion**

- 5 If the Date of Practical Completion is earlier than the Date for Practical Completion the Principal shall pay the Contractor the bonus stated in the Annexure for every day after the Date of Practical Completion to and including the Date for Practical Completion.
The total of the bonus shall not exceed the limit stated in the Annexure.

36 DELAY OR DISRUPTION COSTS

- 10 Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any of the events referred to in Clause 35.5 (b)(i), the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay.

- 15 Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any other event for which payment of extra costs for delay or disruption is provided for in the Annexure or elsewhere in the Contract, the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay.

Nothing in Clause 36 shall —

- 20 (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Contract; or
(b) limit the Principal's liability for damages for breach of contract.

8.03 SEPARABLE PORTIONS

8.03.1 The part of the Works comprising each Separable Portion are set out below:

Separable Portion 1: All civil works including streetlighting

Separable Portion 2: All landscaping works

Separable Portion 3: Work-as-Executed drawings and Documentation

8.03.2 Despite any other provision of this Contract, the Contractor must complete each Separable Portion of the Works by the Date for Practical Completion, as amended from time to time. The Date for Practical Completion will be calculated from the date of this Contract and the Construction Period set out in the table below.

8.03.3 The Defects Liability Period for each Separable Portion of the Works will be for the periods set out in the table below. Construction periods stated do not include Defects Liability Periods.

8.03.4 The Consolidation Period for landscape works will commence from the date that the construction is accepted in writing by the Superintendent as being complete and will be for the periods set out in the table below. Construction periods stated do not include Consolidation Periods. Landscape works are not deemed to have reached Practical Completion until the end of the Consolidation Period.

8.03.5

Liquidated Damages for each Separable Portion are set out in the table below.

Separable Portion	Construction Period (in weeks)	Liquidated Damages (per day)	Defects Liability Period (in weeks)	Consolidation Period (in weeks)
1	36	\$3,500	52	N/A
2	40	\$350	N/A	13 Grassing 52 Trees & Shrubs
3	42	\$100	N/A	N/A

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Extension of Time Register

Project Name: Molonglo 1C - Cotter Rd/Kirkpatrick St Intersection

<i>EOT No</i>	<i>No of Days Claimed</i>	<i>Reason for EOT Claim</i>	<i>No of Days Granted</i>	<i>Remarks</i>
1	8.5	Effects of wet weather	8.5	Agreed and issued on 11/01/2012
2	5.5	Effects of wet weather	5.5	Agreed and issued on 23/02/2012
3	69.0	Delays due to inclusion of the Early Works Package (13.8 wks claimed)	34.5	Agreed 5/3/12
4	14.0	Effects of wet weather	14.0	Agreed and issued on 20/03/2012
5	8.0	Effects of wet weather	8.0	Agreed and issued on 05/06/2012
6	4.0	Effects of wet weather	4.0	Agreed and issued on 26/06/2012
7	4.5	Effects of wet weather	4.5	Agreed and issued on 06/08/2012
8	4.0	Effects of wet weather	4.0	Agreed and issued on 31/08/2012
9	70.0	Effects of delays on approvals, sewer rock etc	40.0	Agreed and issued on 22/11/2012
10	3.0	Effects of wet weather	3.0	Agreed and issued on 18/10/2012
11	2.0	Effects of wet weather	2.0	Agreed and issued on 22/11/2012
12	1.0	Effects of wet weather	1.0	Approved to be issued for SP2 & SP3 only
Total Claimed	193.5		Total Granted	129.0

Original Practical Completion Date

SP1	28-Jun-12
SP2	26-Jul-12
SP3	09-Aug-12

Revised Partical Completion Date

SP1	22-Jan-13
SP2	22-Feb-13
SP3	09-Mar-13