

## SCC for milestone with LD

### SPECIAL CONDITIONS OF CONTRACT (Cont'd)

#### SCC-33 Milestones

- (1) A Schedule of Milestones has been included in the Appendix and the Milestones shall be commenced and completed by the respective Milestone Commencement Dates and Milestone Completion Dates set forth in the said Schedule. Any references to the "Works" and "Date for Completion" wherever they appear in the Contract Documents shall be deemed to mean the "Works or any Milestone" and "Date for Completion or any Milestone Completion Date" respectively, if the context permits or requires.  
**Archi to issue cert for each milestone**
- (2) The Architect shall **issue a Certificate of Completion of the Milestone upon completion of each Milestone except for the last one.** Upon completion of the last Milestone, the Architect shall issue the Certificate of Practical Completion of the Works and Practical Completion of the whole of the Works shall be deemed to have taken place on the date named in that certificate. The requirements for issue of a Certificate of Completion of the Milestone shall be same as those of the Works under clauses 15 of the Conditions.  
**Archi to issue non-completion cert**
- (3) The Main Contractor shall take responsibility for protecting the work of the Milestone at all times, including the provision of any protective measures which the Contractor may consider necessary or appropriate, until the practical completion of the whole of the Works as required in this Contract.
- (4) If the Main Contractor fails to complete any Milestone by any Milestone Completion Date, or by any revision of such fixed under the Conditions, the Architect shall give a certificate to the Main Contractor in writing to that effect. Then the Main Contractor shall pay or allow to the Employer a sum calculated at the rate stated in Appendix to Special Conditions of Contract - Schedule of Milestones as Liquidated and Ascertained Damages for the period during which any Milestone shall so remain or have remained incomplete.  
**EOT applies**
- (5) If a new Milestone Completion Date is fixed under clause SCC-18 (6) after the issue of the certificate referred to in clause SCC-33 (4), the fixing of the new Contract Completion Date or Milestone Completion Date shall cancel that certificate and the Architect shall, if appropriate, issue another certificate to respond to the new Milestone Completion Date.
- (6) The extension of time of any Milestone shall refer to clause 23 of the Conditions.

SFBC 2005  
clause 17

SFBC 2005  
clause 25

#### APPENDIX 'A' TO SPECIAL CONDITIONS OF CONTRACT

#### Schedule of Milestones

Stage	Milestone Works	Milestone Commencement Date	Milestone Completion Date	Liquidated and Ascertained Damages
1.	Completion of the Mockup Floor	Date for Possession	290 days from and including the Date for Possession	HK\$ 200,000.00 / per day
2.	Completion of EVA (Outside North-West of Site Boundary)	Date for Possession	500 days from and including the Date for Possession	HK\$ 200,000.00 / per day
3.	Obtaining the Occupation Permit	Date for Possession	590 days from and including the Date for Possession	HK\$ 320,000.00 / per day
4.	Completion of all works under the Contract	Date for Possession	680 days from and including the Date for Possession	HK\$ 320,000.00 / per day

#### LD for each milestone not run concurrently; non-sequential milestone

Notwithstanding Clause 21 of the Conditions, in case where two or more Milestones are delayed and remained incomplete at the same time, the Liquidated and Ascertained Damages shall be imposed against the Contractor in respect of its liability referred to in Clause 21, provided always that the rate of Liquidated and Ascertained Damages (per day) for such period of coexisting delay / incompleteness shall not exceed the maximum Liquidated and Ascertained Damages in the amount of HK\$320,000.00 (per day).

For the avoidance of doubt, the total amount of Liquidated and Ascertained Damages of each day for delay in respect of the Works or any Stage shall be limited to HK\$320,000.00 per day. Accordingly, the Liquidated and Ascertained Damages attributed to respective Milestone Works shall not run concurrently.

L.D.  
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