

1. What should the Architect do before the Employer is entitled to charge liquidated damages for delay against the Contractor?
2. What would be the redress under the Contract if the Architect's confirmation under Clause 24.1(1) that all claims for extensions of time have been addressed is subsequently found to be not true such that further extensions would be required?
3. Would the Architect be liable to the Contractor if there is no redress provisions under the Contract or if the redress provisions are deleted from the Contract?
4. What would be the implication if the words "confirming that all claims for extension of time have been addressed in accordance with clause 25" are deleted from Clause 24.1(1)?
5. After the Architect has done his part, what should the Employer do before he is entitled to charge liquidated damages for delay against the Contractor?
6. Is it valid to state different rates of liquidated damages (a) which would be applied differently on different portions of the overall period of delay liable for liquidated damages, or (b) based on the relationship between the actual calendar dates and the delayed completion date?
7. Can the Interim Payment Certificate and the Final Certificate have the amount of liquidated damages shown as deducted from the gross valuation or from the amount due for payment?
8. Would the Contractor lose his entitlement to extension of time if he fails to submit the notices prescribed under Clause 25 within the specified time?
9. Is sinking of the ship delivering the goods required for the Works a force majeure?
10. Should extension of time be granted for inclement weather conditions and hoisting of tropical cyclone warning signal if the Contractor has not ceased work on site?
11. Should extension of time be granted if inclement weather conditions and hoisting of tropical cyclone warning signal occur at the pre-fabrication yard off-site or outside Hong Kong?

12. Should extension of time be granted if the Specified Peril such as “bursting or overflowing of water tanks, apparatus or pipes” was due to the Contractor’s neglect or willful conduct?
13. Should extension of time be granted if the Contractor fails to find earlier than desired an ambiguity or discrepancy in or divergence between the documents in accordance with clause 2.4(1)?
14. Should extension of time be granted if the Bills of Quantities specify that the Contractor has to search for discrepancy and divergence but the Contractor fails to do so earlier than desired?
15. Should extension of time be granted if provisional items have been grossly understated in the Bills of Quantities but such understatement could have been apparent from the Contract Drawings?
16. Does withdrawal of the Nominated Sub-Contractor or Nominated Supplier from the sub-contract or supply contract fall within the scope of Clause 25.1(3)(m) regarding extension of time for delay caused by a delay on the part of a Nominated Sub-Contractor or Nominated Supplier?
17. If the Nominated Sub-Contractor (Nominated Supplier) complies with his programme but the progress as per the programme is causing delay to the Main Contract Works. Does it fall within the scope of Clause 25.1(3)(m)?
18. Should extension of time be granted if the events entitling extension of time under the sub-contract are different from those under the Main Contract?
19. Are the time frames stipulated in the Nominated Sub-Contract in respect of notices compatible with those in the Main Contract?
20. What would be the implication if Clause 25.1(3)(m) permitting extension of time for delay caused by a delay on the part of a Nominated Sub-Contractor or Nominated Supplier is deleted from the Contract?
21. What could be done to prevent or avoid the Contractor submitting objections to nomination of sub-contractor or supplier?
22. Does the provision for extension of time for delay caused by a statutory undertaker or utility company refer to any kind of statutory undertaker or utility company?

23. Can the Contractor cease work if the Employer deprives the Contractor of a part of the Site for the purposes of operating a sales office and thereby seek for extension of time?
24. Should extension of time be granted under Clause 25.1(3)(t) if the obtaining of Government approval and consent is specified to be part of the Contractor's obligation such as Contractor's design for temporary or permanent work?
25. Is the Contractor obliged to spend money to accelerate the Works in order to mitigate the effects of delays?
26. Does Clause 25.4 mean that the Contractor's entitlement to extension of time would be reduced if he has concurrent delays?