S9 – DIRECTION AS TO SEPARABLE PORTIONS

(Clause 4)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

TO PURCHASER: [INSERT PURCHASER NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The Superintendent hereby directs that separable portions are created for the Works as follows:

**Separable Portion No. 1**

|  |  |
| --- | --- |
| Description of separable portion | [INSERT DESCRIPTION OF SEPARABLE PORTION] |
| Date for practical competition or period of time for practical completion | [INSERT DATE FOR PRACTICAL COMPLETION OR PERIOD OF TIME FOR PRACTICAL COMPLETION. IF A PERIOD OF TIME IS USED, ENSURE THE START DATE IS CLEAR] |
| Applicable pro rata Contractor’s security | [INSERT APPLICABLE PRO RATA CONTRACTOR'S SECURITY] |
| Applicable pro rata Purchaser’s security | [INSERT APPLICABLE PRO RATA PURCHASER'S SECURITY] |
| Pro rata liquidated damages rate | $[INSERT PRO RATA LIQUIDATED DAMAGES RATE] per day |
| Pro rata bonus rate | $[INSERT PRO RATA BONUS RATE] per day |
| Pro rata delay costs limit | [INSERT PRO DELAY COSTS LIMIT] per working day |

**Separable Portion No. 2**

|  |  |
| --- | --- |
| Description of separable portion | [INSERT DESCRIPTION OF SEPARABLE PORTION] |
| Date for practical competition or period of time for practical completion | [INSERT DATE FOR PRACTICAL COMPLETION OR PERIOD OF TIME FOR PRACTICAL COMPLETION. IF A PERIOD OF TIME IS USED, ENSURE THE START DATE IS CLEAR] |
| Applicable pro rata Contractor’s security | [INSERT APPLICABLE PRO RATA CONTRACTOR'S SECURITY] |
| Applicable pro rata Purchaser’s security | [INSERT APPLICABLE PRO RATA PURCHASER'S SECURITY] |
| Pro rata liquidated damages rate | $[INSERT PRO RATA LIQUIDATED DAMAGES RATE] per day |
| Pro rata bonus rate | $[INSERT PRO RATA BONUS RATE] per day |
| Pro rata delay costs limit | [INSERT PRO DELAY COSTS LIMIT] per working day |

|  |  |
| --- | --- |
| Signed by the Superintendent: |  |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | The Superintendent may at any time direct separable portions for the Works. It is submitted that this includes directing separable portions for the parts of the Works which are already separable portions. The discretion of the Superintendent to direct separable portions in therefore wide and unrestricted but should be exercised reasonably. |
| b) | Form S9 specifies those items which the Superintendent must value on a pro rata basis according to the ratio of the separable portion to the contract sum. Note that it is the contract sum and not the amount then payable under the Contract which is the applicable amount for the calculation of the pro rata valuation of each separable portion. |
| c) | The above form assumes that only two separable portions will be created. The form will need to be adapted appropriately if more than two separable portions are to be created. |
| d) | All of the Works must be covered by separable portions if the Superintendent exercises his or her powers under clause 4. |
| e) | As to service of Form S9, refer to clause 7. |