

Appendices

Appendix 1

INTERIM CERTIFICATE

Architect's name Serial No.:
 and address: Valuation date:
 Employer's name: Instalment date:
 Main Contractor's name Job reference:
 and address: Issue date:

I/We certify that in accordance with Clause 30 of the Agreement and Schedule of Conditions of Building Contract for use in Hong Kong, Second Edition 1976 (May 1979 Revision),

Under the Contract

dated:
 for the Works:
 situated at:

Interim payment as detailed below is due from the Employer to the Main Contractor \$

Total value 57,257,348.00 includes the value of works by Nominated Sub-Contractors as detailed on direction form no. dated

Less retention 2,812,030.00 after deducting any retentions released previously or herewith

Balance (cumulative total amount certified for payment) 54,445,318.00
 Less cumulative total amount previously certified for payment 47,694,618.00
 Amount due for payment on this certificate 6,750,700.00

(in words) SIX MILLION, SEVEN HUNDRED AND FIFTY THOUSAND, AND SEVEN HUNDRED DOLLARS ONLY.

Signed Architect

Appendix 2

| INTERIM VALUATION | |
|---|--|
| Contract Information | Date: Interim Valuation No.14 |
| Architect: | Valuation of work in progress |
| Employer: | Contractor's Work 43,602,000.00 |
| Main Contractor: | Materials on Site 4,381,000.00 |
| Contract No.: | Profit & Attendance on P.C. Items \$192,000.00 |
| Contract Sum \$102,541,379.91 | Sub-total 48,175,000.00 |
| Contingencies \$4,000,000.00 | Nominated Sub-Contractors 9,082,348.00 |
| Limit of Retention \$ N/A | Nominated Suppliers NIL |
| Date of Possession: | Sub-total 9,082,348.00 |
| Date for Completion: | Gross Valuation 57,257,348.00 |
| Notes | Total Retention 2,812,030.00 |
| 1. It is assumed that the Architect will make any adjustment in respect of work which he considers improperly executed or of unsuitable standard. | Net Valuation 54,445,318.00 |
| 2. The Nominated Suppliers and Sub-Contractors have been informed of amounts recommended to them. | Cert. Nos 1-13 Amount Due 47,694,618.00 |
| 3. This Valuation includes the sum of \$9,082,348.00 gross in respect of bldg. Services in accordance with statements received from Consultants. | Statement of Retention |
| 4. Unless stated, liquidated damages have not been deducted | Gross Retention held (5%) 2,408,750.00 |
| | Partial release of Retention on Practical Completion NIL |
| | Net Retention 2,408,750.00 |
| | Retention held from N.S.C.S. 403,280.00 |
| | Total Retention as Valuation 2,812,030.00 |

Appendix 3

CERTIFICATE OF PRACTICAL COMPLETION

Architect's name Job title and no:
 and address: Serial no:

To Main Contractor:

In accordance with the *Agreement and Schedule of Condition of Building Contract for use in Hong Kong, Second Edition 1976 (May 1979 Revision)*, I/We certify that subject to the completion of any outstanding items, and/or making good of any defects, shrinkages and other faults which appear during the defects liability period,
 [delete (a) or (b) as necessary]

(a) the Works were in my/our opinion practically completed as described in Clause 15(1) on:

and that the said Defects Liability Period will end on:

(b) a part of the Works, namely:

the approximate value of which I/we estimate for the purposes of Clause 16 (but for no other) to be:

was taken into possession under Clause 16 on:

and that in relation to the said part of the Works, the said Defects Liability Period will for the purpose specified in Clause 16(b) end on:

I/We declare that a certificate for one moiety of the retention moneys deducted under previous certificates in respect of the said Works or part thereof is to be issued in accordance with the Conditions of Contract.

Signature: Architect Date:

Original to: Main Contractor
 Copies to: Architect's file
 Quantity Surveyor
 Clerk of works
 Consultant engineers

Appendix 4

CERTIFICATE OF MAKING GOOD DEFECTS

Architect's name Our Reference:

and address: Date:

Works:

Situated at:

To Main Contractor:

In accordance with the Contract, we certify that all outstanding items and all defects, and other faults which appeared during the Defects Liability Period were in our opinion completed and made good.

We declare that a certificate for the residue of the retention monies deducted under previous certificates in respect of the said Works is to be issued in accordance with the Conditions of Contract.

Signed Architect

Original to: Main Contractor
 Copies to: Architect's file
 Quantity Surveyor
 Clerk of works
 Consultant engineers

Appendix 5

| FINAL ACCOUNT | |
|---|--------------------------------------|
| Contract No: | Architect's name |
| Employer's name | and address: |
| SUMMARY | |
| Omissions | Additions |
| \$ | \$ |
| CONTRACT SUM | 20,000,000.00 |
| Deduct contingency sum | 500,000.00 |
| ADJUSTMENTS: | |
| Architect's instructions | 234,562.00 |
| Provisional quantities | 10,900.00 |
| Prime cost sums (including profit and attendance) | 4,212,200.00 |
| Provisional sums | 50,000.00 |
| Agreed Contractor's claims | NIL |
| Fluctuations | NIL |
| 5,007,662.00 | 24,935,295.00 |
| 5,007,662.00 | 5,007,662.00 |
| TOTAL FINAL ACCOUNT | \$19,927,633.00 |
| <p>I/We agree to accept the sum of \$19,927,632.00 (in words) NINETEEN MILLION, NINE HUNDRED AND TWENTY SEVEN THOUSAND, SIX HUNDRED AND THIRTY THREE DOLLARS ONLY, as full, final and sufficient payment for work carried out under the above Contract.</p> | |
| Signed | for and on behalf of Main Contractor |
| | Date |

Appendix 6

| FINAL CERTIFICATE | |
|--|---|
| Architect's name | Serial No.: |
| and address: | |
| | Issue date: |
| Employer's name | Job reference: |
| and address: | |
| | |
| Main Contractor's name | |
| and address: | |
| | |
| <p>In accordance with Clause 30(6) of the <i>Agreement and Schedule of Conditions of Building Contract for use in Hong Kong, Second Edition, 1976 (May 1979 Revision)</i>, *1/We certify under the Contract</p> | |
| dated: | |
| for the Works: | |
| situated at: | |
| that 1. | The Contract Sum adjusted as necessary in accordance with the terms of the above mentioned Conditions is: |
| | \$..... |
| and 2. | The sum of the amount paid to the Main Contractor under Interim Certificates and of any payments not included in that amount made in respect of the amount named as the Limit of Retention Fund is: / *The sum of the amounts already paid to the Main Contractor under Interim Certificates and certificates issued under sub clause (4)(b) and (4)(e) of the above mentioned Conditions is: |
| | \$..... and that \$..... |
| | (in words)..... |
| <p>is a balance due from/to* the Employer to/from* the Main Contractor and subject to any deductions authorised by the Contract Conditions shall be a debt payable from the fourteenth day after the presentation of this certificate.</p> | |
| Signed | Architect |
| | Notes: * Delete as appropriate |