

# Check List for Final Statement

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During the last few years there has been a spate of articles in the Technical Journals and Press on the subject of Liquidations. The following check-list has been prepared to assist the Project Architect and Quantity Surveyor in the action to be taken in the completion of the work on the site after the date of determination and the preparation of the accounts and final statement.

## J.C.T. STANDARD FORM OF BUILDING CONTRACT (LOCAL AUTHORITIES EDITION) EMPLOYMENT OF CONTRACTOR DETERMINED BY EMPLOYER IN ACCORDANCE WITH CLAUSE 25

### CHECK LIST FOR FINAL STATEMENT

Amount of original contract (with Contractor in Liquidation)	£	£
Omission of Contingencies	—	—
Net Omission/Addition on Measured Variation and Daywork Items (Priced at original Contract prices)		
Net Omission/Addition on Provisional and P.C. Items (Ditto)		
Fluctuations (ditto)	—	
		£
	£	£

### TOTAL OF NOTIONAL FINAL ACCOUNT

(i.e. the total amount that would have been payable on due completion in accordance with the J.C.T. Form of Contract Clause 24 (5).

#### DEDUCT

#### 1. MONIES ALREADY PAID

##### 1.1 Monies paid to the Contractor (in Liquidation) before the Date of Determination

Monies paid by Employer to

a. ....		
Certificate Nos. 1 to	£	
Less Certificate No.		
(not honoured)	£	—

#### 2. EXPENSES PROPERLY INCURRED BY EMPLOYER

##### 2.2 Monies paid between Date of Determination and Commencement of Contract(s) for Completion

.....		
(Firm providing protective measures)	£	
.....		
(Watching, lighting and guarding site)	£	
.....		
(Removal and storage of certain materials off site)	£	
.....		
(Maintenance of plant, etc. – preliminary items)	£	
.....		
(Hire charges for Plant)	£	
.....		
(Hire charges for Scaffolding)	£	

Carried Forward    £                        £

	Brought Forward	£	£
	<i>DEDUCT (contd.)</i>		
	<b>2. EXPENSES PROPERLY INCURRED BY EMPLOYER (contd.)</b>		
	<b>2.1 Monies paid between Date of Determination and Commencement of Contract(s) for Completion (Contd.)</b>		
b.	.....(Insurance paid by Employer)	£	
	.....(Photographs of Site and Works)	£	
c.	.....(Firms/ Works Dept. moving materials, remedying defects etc.)	£	
	.....(Electricity Board charges for current)	£	
	Clerk of Works telephone charges	£	—
		_____	
	<b>2.2 Monies paid to Completion Contractor(s)</b>		
	Monies paid by Employer to		
d.	.....		
e.	Certificate Nos.	£	
	.....(Hire charges for plant)	£	
	.....(Hire charges for scaffolding)	£	
	Amount paid by Employer to Suppliers of Materials or Goods as follows		
	.....	£	
	.....	£	—
		_____	
	<b>2.3 Monies paid to Nominated Sub-Contractors (i.e. to Contractor in Liquidation) in respect of non payment out of Certificate No. .... dated ..... in accordance with Clauses 25(4)(b) and 27 (c) and as follows</b>		
f.	.....	£	
	.....	£	
	.....	£	—
		_____	
	<b>2.4 Monies paid to Nominated Sub-Contractors (i.e. to Contractor in Liquidation) in respect of release of retention on work executed before the date of determination in accordance with Clause 25(4)(b) and as follows</b>		
g.	.....	£	
	.....	£	
	.....	£	—
		_____	
	<b>2.5 Monies paid to Supplier(s) or Sub-Contractors for any materials or goods delivered to works executed before or after the date of determination in accordance with Clause 25(4)(b) and as follows:</b>		
g.	.....	£	
	.....	£	
	.....	£	—
		_____	
	<b>3. DAMAGES</b>		
h.	3.1 Liquidated and Ascertained Damages ..... weeks at £ ..... per week	£	—
		_____	
	<b>4. DIRECT LOSS AND/OR DAMAGE CAUSED TO THE EMPLOYER</b>		
	<b>General Items</b>		
i.	4.1 Hire of Accommodation	£	
j.	4.2 Compensation claims and fees	£	
k.	4.3 Additional overhead costs	£	
k.	4.4 Net resultant loss of income	£	
	4.5 Salary and expenses of Clerk of Works (and other Employer's site staff) for the period of delay beyond the date/extended date(s) for completion)	£	
	<b>Net extra cost of fees and expenses</b>		
l.	4.6 Architect	£	
l.	4.7 Quantity Surveyor	£	
l.	4.8 Engineers/Consultants	£	
m.	4.9 Solicitors	£	—
		_____	
	Carried Forward	£	£

Brought Forward £ £

**5. SALE OF PLANT AND MATERIALS**

**Add back the following**

5.1	Sale of Plant	£		
5.2	Sale of surplus materials	£		
		_____		
n.	Less Expenses	£		
			—	
		_____		
				£
		£		_____
				_____
o.	Debt. Payable by/to the Employer to/by the Contractor (In Liquidation)			
	OR			
p.	Amount payable by the Bondsman (.....) to the Employer.			£
				=====
q.	<b>Alternative to p</b> Payment received from Bondsman (.....) in respect of the full amount of the bond.			
				_____
				£
		£		_____
				_____
	Debt. payable by the Contractor (in Liquidation) to the Employer.			£
				=====

- a. Name of Contractor (in Liquidation).
- b. Insurances against (i) injury to persons and property and (ii) Fire etc.
- c. E.G. Tidying up site, moving materials or goods into Stores/Compounds; removal of defective materials from site; Correcting/adjusting defective works prior to Contract for completion; repairing damage to works.
- d. Name(s) of Contractor(s) for Completion.
- e. Adjustment may be required if total amount includes for contractual claims which would not be attributable to the Contractor (in Liquidation).
- f. To be released only if there is a balance sufficient to make the necessary payment(s).
- g. To be released only if there is a balance sufficient to make the necessary payment(s).
- h. Based on the period of delay beyond the original date/extended date(s) granted to the Contractor (in Liquidation) and/or Contractor for Completion. (If Contractor for Completion is made liable for L. & A. Damages - then this period does not come into reckoning.)
- i. E.G. Hiring of temporary huts etc.
- j. E.G. Payment of accommodation charges for tenant unable to take up residence and solicitors fees thereon. Payments to staff who are "under employed".
- k. I.E. Additional to Liquidated and Ascertained Damages (may also include for interest on additional capital employed).
- l. In respect of the amount of fees and expenses which would not have arisen had the employment of the original contractor not been determined including the cost of all additional time and visits during the period of delay beyond the original date/extended date(s) of practical completion, i.e. including the time during the proceedings prior to the date of determination and between the Date of Determination and Commencement of Contract(s) for Completion. Also the cost of additional prints.
- m. E.G. Attendance at the Creditors meeting and preparation of new Contract documents.
- n. Faint possibility of there being a debit.
- o. Delete by or to.
- p. Name of Bondsman (Bank, Insurance Co. etc.).
- q. Where the debt payable by the Contractor is more than that amount of the bond.

For amplification of the various items, the Quantity Surveyor is referred to the following source documents:  
*I.Q.S. Journal*; March/April 1969, July/August 1969 and February 1976.  
*Chartered Surveyor* and/or *Quarterly*. November 1962, December 1967, June 1971, September 1973, December 1973.  
*Building*: various articles by John Sims.  
*A new approach to the Standard Form of Building Contract* (Publisher MTP) - Glyn P. Jones.  
*Q.S. Practice and Administration* (Publisher Geo. Godwin) - Dennis F. Turner.