JBCC SERIES 2000 - PRELIMINARIES

JBCC documents are compiled in the interests of standardisation and portray the consensus view of the Joint Building Contracts Committee of good practice and an equitable distribution of contractual risk in the building industry. It should be noted that each document has been formulated for use specifically as part of the Series 2000 and is most unlikely to be suitable for use with other contract forms.

JBCC Documentation Services

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Availability: Series 2000 documents are obtainable through most regional offices of JBCC constituents as listed on the cover of the document. The JBCC supplies exclusively to approved vendors and does not sell direct to users. JBCC may be contacted at jbcc@mweb.co.za in relation to these services.

Warning!

JBCC has undertaken this revised edition primarily to update the Series 2000 documents with a comprehensive set of State provisions, the inclusion of the Minor Works Agreement, improved drafting, grammar and the elimination of minor errors where appropriate. However, there are some significant changes and unavoidable clause renumbering but no departure from the style of the previous edition. This has resulted in certain support documents such as the Preliminaries having to be revised to remain compatible.

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SCHEDULE OF CHANGES TO THE PREVIOUS EDITION

LEGEND

New A clause has been added
Amended The clause has been changed
Deleted The clause has been deleted

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Note: Inconsequential wording and typographical corrections have not been listed.
EXPLANATORY NOTES AND INSTRUCTIONS

Introduction

The Joint Building Contracts Committee (JBCC) has compiled the Preliminaries in the interests of standardisation of documentation and good practice in the building industry. The document generally covers all aspects of preliminaries for most types of projects and should consequently simplify the tendering for and the administration of building contracts and produce economic advantages to all concerned. Users should note that the Preliminaries have been specifically formulated for use with the JBCC Series 2000 documentation.

How the document is structured

The JBCC Preliminaries is part of the contract and subcontract documentation to be referred to in the bills of quantities/lump sum document. It is intended that the Preliminaries will be used by reference only in the preparation of the bills of quantities/lump sum document and will NOT be reproduced therein.

The Preliminaries for any specific project will comprise the following:

Section A  A recital of the headings to the individual clauses of the Principal Building Agreement, Nominated/Selected (N/S) Subcontract Agreement or Minor Works Agreement. Modifications to the standard clauses should be avoided. Any modifications identified in the schedule of the relevant agreement must be recorded against the relevant item numbers.

Section B  A recital of the headings to items in the Preliminaries. Modifications to the standard clauses should be avoided. Any modifications identified in the schedule of the relevant agreement must be recorded against the relevant item numbers.

Section C  Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a specialist consultant, a recital of the headings to the individual clauses of any Additional General Conditions are included.

The JBCC has designed the Principal Building Agreement, N/S Subcontract Agreement and Minor Works Agreement to cater for both bills of quantities and lump sum contracts. This brings a consistency in the contractual language used and the administrative procedures required in the contract.

The N/S Subcontract Agreement is a combined document for both nominated and selected subcontracts and is modelled on the same lines as that of the Principal Building Agreement with all common clauses retaining the same numbering and similarly catering for both bills of quantities and lump sum contracts.

The Preliminaries maintain the same definitions, numbering style and schedule of variables as are consistent throughout the JBCC 2000 Series documents.

COPYING OF INTELLECTUAL PROPERTY IS PIRACY!
Use of JBCC original documents benefits all building industry participants.
Preface to the Preliminaries

1 The Preliminaries of the bills of quantities/lump sum document should contain the following introduction:

"The JBCC Preliminaries * ... edition for use with the JBCC Principal Building Agreement / N/S Subcontract Agreement / Minor Works Agreement * ... edition is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause."

* Insert date of the edition

2 Where provision for optional items for any item is contained in the Preliminaries the relative option applicable to the specific project should be shown against the item number and heading.

3 Where items are not used for the specific contract these should nevertheless be listed in the bills of quantities/lump sum document but marked NOT APPLICABLE.

4 When exceptional circumstances exist where the standard wording of items or options contained in the Preliminaries would not be applicable then items may be drafted specifically to meet these exceptional circumstances. Such items should be inserted in the Preliminaries under the relevant heading where appropriate.

5 Should it not be appropriate to place such exceptional items under an existing heading, then such items should be included under a separate heading in Section C of the Preliminaries.

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PRELIMINARIES

1.0 DEFINITIONS AND INTERPRETATION

1.1 The definitions used in this document and the interpretation thereof are listed below. The word or phrase of a definition is highlighted in the text and shall bear the meaning assigned to it in this 1.1. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use.

The definitions and items listed are applicable to the Principal Building Agreement, N/S Subcontract Agreement and Minor Works Agreement. Where the Preliminaries are applicable to a N/S Subcontract Agreement, in interpreting the document contractor is to be substituted for principal agent and likewise subcontractor for contractor where necessary and other terms substituted as are consistent with the context of the agreement being addressed.

The listed defined word or phrase does not qualify as a definition where information, required to be stated in the schedule, has not been provided.

Items marked in the margin of the Preliminaries with the following symbols indicate:

* = Optional items or items requiring information relating to the specific project, selection and details of which are to be included in the schedule.
& = Items requiring the selection of an option relating to the specific project.
m = Definitions recommended for use with the Minor Works Agreement.
@ = Definitions that are not applicable to the Minor Works Agreement.
# = State optional definition following the standard definition.

“AGENT” means the person or entity appointed by the employer to deal with a specific aspect of the works and named in the agreement.

“AGREEMENT” means the JBCC Principal Building Agreement, N/S Subcontract Agreement or Minor Works Agreement and other contract documents that together form the contract between the employer and the contractor.

“BILLS OF QUANTITIES” means the document drawn up according to the measuring system as stated in the agreement. The contractor shall have priced the document to reflect the contract sum. The JBCC Preliminaries shall form part of the bills of quantities.

“CALENDAR DAYS” means twenty-four (24) hour days commencing at midnight (00:00) which include working and non working days.

“CONSTRUCTION PERIOD” means the period commencing on the date on which possession of the site is given to the contractor as stated in the agreement and ending on the date of practical completion.

“CONSTRUCTION PERIOD” means the period commencing on the date of acceptance of tender as stated in the agreement and ending on the date of practical completion.

“CONTRACTOR” means the party contracting with the employer for the execution of the works as stated in the agreement.

“CONTRACT DRAWINGS” means the drawings stated in the agreement upon which the accepted tender or negotiated amount was based.

“CONTRACT INSTRUCTION” means a written instruction signed and issued by or under the authority of the principal agent to the contractor.

“CONTRACT SUM” means either the accepted tender or negotiated amount, inclusive of tax, as stated in the agreement that is not subject to adjustment.

“CONTRACT VALUE” means a monetary value that initially is equal to the contract sum that is subject to adjustment.
“CPAP” means such contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the agreement.

“DEFECT” means any aspect of the works which, in the opinion of the principal agent, is not according to the agreement and, without limiting the generality of the foregoing, includes an imperfection that impairs the structure, composition or function of any aspect of the works.

“EMPLOYER” means the party contracting with the contractor for the execution of the works and named in the agreement.

“JBC C” means the Joint Building Contracts Committee Incorporated.

“LAW” means the law of the country stated in the agreement.

“LUMP SUM DOCUMENT” means the document providing the lump sum amount priced by the contractor to reflect the contract sum and is based upon the contract documents where bills of quantities are not used. Such a document may include the JBC Preliminaries and a schedule of rates drawn up according to the measuring system as stated in the agreement.

“MATERIALS AND GOODS” means materials and goods delivered to the contractor or his subcontractors for inclusion in the works whether stored on or off the site or in transit but not yet part of the works.

“PAYMENT CERTIFICATE” means a document issued by the principal agent certifying the amount due and payable by the employer to the contractor or vice versa.

“PRACTICAL COMPLETION” means the state of completion where, in the opinion of the principal agent, completion of the works has substantially been reached and can effectively be used for the purposes intended and where the work on the practical completion list has been completed.

“PRELIMINARIES” means the priced items listed in the Preliminaries document with any additions, alterations or modifications thereof incorporated in the contract documents.

“PRIME COST AMOUNT” means an amount included in the contract sum for the delivered cost of materials and goods obtained from a supplier as instructed by the principal agent.

“PRINCIPAL AGENT” means the person or entity appointed by the employer and named in the agreement.

“PROGRAMME” means a diagrammatic representation of units of work of the works indicating the dates for commencement, execution and completion.

“SCHEDULE” means the listed variables applicable to the preliminaries.

“SHOP DRAWINGS” means drawings, diagrams, designs, illustrations, schedules, performance charts, brochures, setting out drawings, shop details and other data which are prepared by the contractor, subcontractor or any other subcontractor, manufacturer, supplier or distributor which illustrate manufacturing details and methods of execution of work.

“SITE” means the land or place on, over, under, in or through which the works is to be executed and as defined in the agreement.

“STATE” means any department of state or administration in the national, provincial or local spheres of government and any other functionary or institution exercising a public power or performing a public function in terms of legislation.

“SECTION” means a defined portion of the works or a number of portions for which differing practical completion dates are required.

“SUBCONTRACTOR” means a subcontractor executing work provided for in a nominated or selected subcontract amount included in the contract sum or, in respect of additional specialist work, a subcontractor appointed as a subcontractor in terms of a contract instruction.

“SUBCONTRACT AMOUNT” means an amount included in the contract sum for work to be executed by a subcontractor.

“TAX” means value-added tax, sales tax or any other statutory tax, duty or levy applicable by law.

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"TENDERER" means the party submitting a tender for the execution of the works.

"WORKING DAYS" means twenty-four (24) hour days commencing at midnight (00:00) which excludes Saturdays and Sundays, statutory holidays and any annual building holiday period stated in the agreement.

"WORKS" means the works described in general terms in the agreement, detailed in the contract documents, ordered in contract instructions and including the contractor's and his subcontractors' temporary works. Works shall further include materials and goods and those supplied free or otherwise by the employer to the contractor. Works excludes work or installations to be executed by direct contractors.

1.2 No alteration of, or modification to the items of the preliminaries not expressly stated against the appropriate item in the bills of quantities/lump sum document shall override or affect in any way the application or interpretation of that which is contained in the preliminaries.

1.3 Documents and legislation referred to in the preliminaries shall mean the current edition thereof with all amendments thereto at the date of submission of tender unless otherwise stated.

1.4 In this document, unless inconsistent with the context:

1.4.1 The word "deemed" shall be conclusive that something is fact, regardless of the objective truth.

1.4.2 The words "appoint", "approve", "certify", "decide", "inform", "instruct", "issue", "notice", "record", "request", "state" and their derivatives indicate an act carried out in writing.

1.4.3 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and persons include corporate bodies.

1.4.4 Numbers, generally preceded by "in terms of", indicate references to clause numbers of this document.

1.4.5 The headings of clauses are for reference purposes only and shall not be taken as construing the context thereof.

1.4.6 Tax shall be applied as required by law.

2.0 DOCUMENTS

2.1 Checking of documents
The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the contract documents contain any obvious errors, the tenderer shall notify the principal agent forthwith thereof and the principal agent shall promptly give a written directive.

2.2 Provisional bills of quantities
The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement.

2.3 Availability of construction documentation
Where the construction documentation for the works is not complete and will only be completed during the construction period the contractor and principal agent shall work together to identify the requirements for the provision of construction documentation. The contractor and principal agent shall agree the dates that are reasonable by when the contractor is to be provided with each outstanding item of the anticipated construction documentation.

The contractor and subcontractor shall agree dates by when the subcontractor is to be provided with each item of the outstanding documentation in terms of the programme.

2.4 Interests of agents
Should the principal agent or any agent have any interest or involvement in the project, other than a professional interest, such an interest is to be disclosed.

2.5 Priced documents
The contractor shall submit a copy of the priced documents to the principal agent. Such documents shall have all items properly priced, extended and cast. Priced items are deemed to include for all costs, overheads and profit. The principal agent may instruct the contractor to adjust prices which are
considered to be imbalanced or unreasonable and to eliminate errors or discrepancies. Such adjustments shall not vary the contract sum. Unpriced items shall be deemed to be priced elsewhere.

2.6 Tender submission
Tenders shall be submitted using the JBCS Form of Tender. Tenders shall be opened at the time indicated with tenderers being permitted to attend the opening. The gross tender amount and whether the tender is qualified or not is to be disclosed at such opening.

3.0 THE SITE

3.1* Defined works area
Any restrictions to the area, including servitudes and the like, that the contractor may occupy are defined. The contractor shall not extend his operations beyond such a defined area.

3.2* Geotechnical investigation
The results of a geotechnical investigation are stated in the schedule or issued with the contract documents.

3.3 Inspection of the site
The contractor shall be deemed to have inspected the site and any existing structures thereon and thoroughly acquainted himself with the conditions under which the works are to be executed including the means of access to the works, the condition of the roads and generally of all matters which may influence the execution of the works.

3.4* Existing premises occupied
The existing premises will be in use and occupied during the execution of the works. The contractor shall execute the works as will least interfere with the general routine of the occupants of the premises and minimise any nuisance from dust, noise or other causes. Specific requirements of the employer are described in detail in the schedule.

3.5* Previous work - dimensional accuracy
In consecutive contracts the contractor shall, within a reasonable period after taking possession of the site, but not exceeding ten (10) per cent of the construction period or twenty (20) working days whichever is the lesser, check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed.

3.6* Previous work - defects
The contractor on becoming aware of a defect in work previously executed shall forthwith notify the principal agent requesting a contract instruction regarding such a defect.

3.7* Services - known
All known existing services are described indicating whether such services are to be terminated, diverted or continue in use either temporarily or permanently.

3.8 Services - unknown
Upon encountering any unknown services such as underground cables, pipes or sewers during the execution of the works the contractor shall immediately suspend all affected work in the vicinity and notify the principal agent forthwith and request a contract instruction in regard thereto.

3.9* Protection of trees
Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the principal agent. Specific requirements of the employer are described in detail in the schedule.

3.10 Articles of value
Any relics, treasure or other articles of value found on the site shall remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.

3.11* Inspection of adjoining properties
Before commencing the works the principal agent and contractor shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, among others, the buildings, structures, pavings, curbs, channels and fences. The contractor shall record all conditions that the works could affect and copy the principal agent accordingly. The contractor shall pay particular...
attention to cracks, defects and existing levels related to structures, pavings, kerbs, channels and fences, which later could be claimed to have been caused or disturbed by the construction operations.

Where instructed by the principal agent, levels and photographs shall be taken by the contractor and the cost thereof shall be for the employer's account. Certified copies shall be lodged with the principal agent.

4.0 MANAGEMENT OF CONTRACT

4.1 Management of the works
The contractor is responsible for the management of the sequence of carrying out of the works such that subsequent cutting or patching of finished work is avoided.

4.2 Programme for the works
The contractor shall be responsible for a programme for the works in sufficient detail as to represent the units of work to enable the principal agent to assess the progress of the works. The contractor shall:

- Program the works
- Coordinate subcontractors' programmes with his own
- Implement and modify the programme should any significant deviation take place
- Provide copies of the programme and its supporting documents with all updates to the principal agent and subcontractors where relevant.

4.3 Progress meetings
The principal agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such other times as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings.

4.4 Technical meetings
At the instance of the principal agent or the contractor, meetings shall be held to deal with technical and subcontractors' coordination matters.

4.5 Labour and plant records
The contractor shall maintain daily records of the number and categories of all tradesmen, labourers and plant employed on the works and shall provide copies thereof to the principal agent on request.

5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS

5.1 Samples of materials
The contractor shall furnish samples of materials and specimens of finishes as may be called for by the principal agent for his approval.

5.2 Workmanship samples
The principal agent may instruct the contractor to furnish samples of workmanship for his approval. Where the principal agent requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly.

5.3 Shop drawings
Only shop drawings and samples submitted for approval by the contractor shall be considered by the principal agent. The principal agent's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

5.3.1 The contractor shall:
- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the principal agent for approval
- Allow the principal agent reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the principal agent
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the principal agent for his use and for use on the works.
5.3.2 The principal agent shall:
- Check the shop drawings submitted by the contractor within the period provided by the contractor
- Advise the contractor where shop drawings are approved or are to be resubmitted

5.4 Compliance with manufacturers' instructions
The contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

6.0 TEMPORARY WORKS AND PLANT

6.1 Deposits and fees
The contractor shall pay all deposits, fees and charges according to law, regulation or bylaw of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.

6.2 Enclosure of the works
The contractor shall erect, maintain and remove at completion, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others. Specific hoarding requirements of the employer are described in detail in the schedule.

6.3 Advertising
All advertising rights on the site and the hoardings are reserved exclusively for the employer.

6.4 Plant, equipment, sheds and offices
The contractor shall provide, maintain and remove on completion:

6.4.1 All plant, equipment, scaffolding, tools and the like required by the contractor for the due and proper fulfilment of the works.

6.4.2 Temporary sheds for the proper storage of materials and the use of the contractor's workers.

6.4.3 Office accommodation for meetings held on the site which shall be kept clean and fit for use at all times. Specific office requirements of the employer are described in detail in the schedule.

6.5 Main noticeboard
The contractor shall provide a main noticeboard of an approved design with the title of the project and the names of the employer, the principal agent, the agents and the contractor thereon. The principal agent shall instruct the contractor where the board is to be erected. Specific requirements of the employer are described in detail in the schedule.

6.6 Subcontractors' noticeboard
The contractor shall provide a secondary noticeboard of an approved design with the designation and the names of the subcontractors thereon. The principal agent shall instruct the contractor where the board is to be erected. The contractor shall not allow subcontractors' individual boards or advertising material on the site without the principal agent's approval.

7.0 TEMPORARY SERVICES

7.1 Location
The contractor shall agree the location of all temporary services with the principal agent before installation and on completion remove the same and make good.

7.2 Water
The employer does not warrant that any water supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense. Water for the works as stated in the schedule shall be provided by:

7.2.1 Option A
The contractor including necessary temporary plumbing.

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7.2.2m Option B
The employer free of charge to the contractor who shall connect to the existing water supply at approved points and execute any necessary temporary plumbing.

7.2.3 Option C
The employer to the contractor who shall make connections to the existing water supply at approved points, supply and install meters and execute any necessary temporary work. The employer shall meter the consumption for which the contractor shall be responsible.

7.3& Electricity
The employer does not warrant that any electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense. Electricity and lighting for the works shall be provided by:

7.3.1 Option A
The contractor including necessary temporary installation work.

7.3.2@ Option B
The employer free of charge to the contractor who shall connect to the existing electricity supply at approved points and execute the necessary temporary installation.

7.3.3 Option C
The employer to the contractor who shall make connections to the existing electricity supply at approved points, supply and install meters and execute necessary temporary work. The employer shall meter the consumption for which the contractor shall be responsible.

7.4& Telecommunication facilities
The contractor shall provide telecommunication facilities as stated in the schedule and shall be entitled to recover usage costs from the users thereof.

7.5& Ablution facilities
Ablution facilities as stated in the schedule shall be provided for the use of all persons on the site by:

7.5.1 Option A
The contractor who shall maintain such facilities in a thoroughly clean and tidy condition.

7.5.2 Option B
The employer who shall permit the use of such existing facilities. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

8.0 PRIME COST AMOUNTS

8.1 Responsibility for prime cost amounts All prime cost amounts are for materials and goods delivered to the site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such materials and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any materials and goods subsequently found missing or damaged shall be replaced at the contractor’s expense.

9.0 ATTENDANCE ON N/S SUBCONTRACTORS

9.1 General attendance The contractor shall at his own expense provide the following general attendance on the subcontractors:

9.1.1 Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor.

9.1.2 The provision of water and lighting and of single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation.

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9.1.3 The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials

9.1.4 The use of erected scaffolding belonging to the contractor, in common with others having the like right, while it remains erected on the site

9.1.5 The use, at reasonable times by arrangement of the contractor's erected hoisting equipment

9.2* Special attendance
Special attendance on each subcontractor for unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish and the like are described in detail in the schedule

9.3 Commissioning - fuel, water and electricity
The cost of fuel, water and electricity required for the commissioning of mechanical and other specialised installations shall be borne by the subcontractor in terms of the conditions under which the said subcontractor has contracted for the specialist work involved

10.0 FINANCIAL ASPECTS

10.1 Statutory taxes, duties and levies
The contract sum is deemed to incorporate tax current at the time of tender

10.2 Payment of preliminaries
The payment of preliminaries shall be according to the option selected in the contractor's tender. The amount included in each monthly payment certificate in respect of preliminaries as stated in the schedule shall be:

10.2.1 Option A
Assessed by the principal agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum excluding:
- The amount for preliminaries
- Any contingency sum
- Any amount in respect of CPAP
All inclusive of tax

10.2.2 Option B
Calculated from the priced items in the bills of quantities/lump sum document. The contractor and the principal agent shall agree on a division of the priced preliminary's items into:
- An initial or establishment charge
- A monthly charge
- A final or disestablishment charge
All inclusive of tax

In arriving at such a division cognisance shall be taken of such factors as:
- Premiums for annually renewable insurance policies
- Plant, scaffolding and the like remaining the property of the contractor or the hiring company and the capital costs thereof not treated as part of the initial charge

Where the initial construction period is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised construction period and the amounts already paid to the contractor

Should the contractor and the principal agent be unable to agree such division then the principal agent shall make a division of the amount of preliminaries to be incorporated in the valuations for each monthly payment certificate

10.3 Adjustments of preliminaries
The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries other than for circumstances in terms of 10.3.3

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Adjustment of **preliminaries** in terms of Options A or B shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the option as selected in the **contractor's tender**.

For the adjustment of the **preliminaries** both the **contract sum** and the **contract value** shall exclude:
- The amount of **preliminaries**
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**

### 10.3.1 Option A

The amount of **preliminaries** shall be adjusted in the following categories:
- An amount which shall not be varied
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**
- An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the agreement.

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided into the above categories, of the amount for **preliminaries** in tabulated form, all to the satisfaction of the **principal agent**.

Should the **contractor** fail to provide such information within the period stipulated then the amount for **preliminaries** shall be deemed to be subdivided into the following proportions:
- 10% (ten per cent) which amount shall not be varied
- 15% (fifteen per cent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**
- 75% (seventy-five per cent) which amount shall be varied in proportion to the **construction period** as compared to the initial **construction period**

For a **lump sum document**, should the **contractor** fail to identify the amount for **preliminaries**, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the **contract sum** excluding:
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**

Where sectional completion is required in terms of the **agreement**, the **contractor** shall provide the **principal agent** with the division of the above categorised amounts into sections. Should the **contractor** fail to provide such information within the period stipulated the categorised amounts shall be prorated to the value of each section.

### 10.3.2 Option B

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, provide the **principal agent** with a detailed breakdown of the amount for **preliminaries**. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for **preliminaries**. The **contractor** shall show the periods to which the individual items relate with the charge rate for such items by means of a programme all to the satisfaction of the **principal agent**.

Where sectional completion is required in terms of the **agreement**, the **contractor** shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the **contractor** fail to provide such information within the period stipulated, Option A shall apply.

### 10.4 Payment certificate cash flow

The **contractor** shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the programme in terms of 4.2 and shall be updated as and when the programme requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.
11.0 GENERAL

11.1* Protection of the works
Specific protection measures required by the employer are described in detail in the schedule.

11.2* Protection/isolation of existing/sectionally occupied works
The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

11.3 Security of the works
The contractor shall take all appropriate measures for general security of the works.

11.4 Notice before covering work
The contractor shall give adequate notice to the principal agent whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the principal agent such work or materials shall be exposed and later made good at the contractor’s expense.

11.5* Disturbance
The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts. Any specific requirements are stated in the schedule.

11.6* Environmental disturbance
The contractor shall execute the works without any unreasonable adverse effect on the environment. Any specific requirements are stated in the schedule.

11.7 Works cleaning and clearing
The contractor shall regularly clean and clear away all rubbish and excess materials as the works proceed and leave the works in a clean and satisfactory state for use and occupation in terms of the agreement.

11.8 Vermin
The contractor shall take all necessary precautions to keep the works and site free from vermin and shall leave the works vermin-free on completion.

11.9 Overhand work
No provision has been made for overhand work. Where necessary, the contractor shall make his own arrangements with the owners of adjoining properties to execute such work.

11.10 Instruction manuals and guarantees
Prior to practical completion the contractor shall hand over to the principal agent any operating and instruction manuals, data, product guarantees or instructions required by the principal agent or provided by the manufacturers, suppliers or subcontractors.

11.11 As built information
The contractor shall provide the principal agent with built drawings or information for the preparation of as built drawings as required by the principal agent indicating the following:
- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

11.12 Tenant installations
On practical completion of a section of the works and where the principal agent instructs that tenant installation work is to be executed by others therein:

11.12.1 The contractor shall allow reasonable access to such areas

11.12.2 The contractor shall not receive any mark-up for overheads and profit on any omissions in this regard. Claims for loss of profit shall not be entertained.

11.12.3 The principal agent shall carry out an inspection of such areas where tenant installation work is to be executed and record the state of completion and prepare a list of defects pertaining to such areas.
12.0 SCHEDULE OF VARIABLES

This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of the Preliminaries.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed here and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.

12.1 PRE-TENDER INFORMATION

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>12.1.1</td>
<td>Provisional bills of quantities</td>
<td></td>
</tr>
<tr>
<td>[2.2]</td>
<td>The quantities are provisional</td>
<td>(yes/no)</td>
</tr>
<tr>
<td>12.1.2</td>
<td>Availability of construction documentation</td>
<td></td>
</tr>
<tr>
<td>[2.3]</td>
<td>Construction documentation is complete</td>
<td>(yes/no)</td>
</tr>
<tr>
<td>12.1.3</td>
<td>Interests of agents</td>
<td></td>
</tr>
<tr>
<td>[2.4]</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>12.1.4</td>
<td>Defined works area</td>
<td></td>
</tr>
<tr>
<td>[3.1]</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>12.1.5</td>
<td>Geotechnical Investigation</td>
<td></td>
</tr>
<tr>
<td>[3.2]</td>
<td>Details</td>
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</tr>
<tr>
<td>12.1.6</td>
<td>Existing premises occupied</td>
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<td>[3.4]</td>
<td>Specific requirements</td>
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<td>12.1.7</td>
<td>Previous work - dimensional accuracy</td>
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<tr>
<td>[3.5]</td>
<td>Details</td>
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<td>12.1.8</td>
<td>Previous work - defects</td>
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<td>[3.6]</td>
<td>Details</td>
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<td>12.1.9</td>
<td>Services - known</td>
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<tr>
<td>[3.7]</td>
<td>Details</td>
<td></td>
</tr>
</tbody>
</table>
12.1.10 Protection of trees
[3.9] Specific requirements:

12.1.11 Inspection of adjoining properties
[3.11] Specific requirements:

12.1.12 Enclosure of the works
[6.2] Specific requirements:

12.1.13 Offices
[6.4.3] Specific requirements:

12.1.14 Main noticeboard
[6.5] Specific requirements:

12.1.15 Subcontractors' noticeboard
[6.6] A noticeboard is required (yes/no) 

12.1.16 Water
[7.2] Option A (by contractor) (yes/no) 
Option B (by employer - free of charge) (yes/no) 
Option C (by employer - metered) (yes/no) 

12.1.17 Electricity
[7.3] Option A (by contractor) (yes/no) 
Option B (by employer - free of charge) (yes/no) 
Option C (by employer - metered) (yes/no) 

12.1.18 Telecommunications
[7.4] Telephone (yes/no) 
Facsimile (yes/no) 
E-mail (yes/no) 

12.1.19 Ablution facilities
[7.5] Option A (by contractor) (yes/no) 
Option B (by employer) (yes/no) 

12.1.20 Protection of existing/sectionally occupied works
[11.2] Protection is required (yes/no) 

12.1.21 Special attendance
[9.2] Subcontractor (1) details:

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Subcontractor (2) details:

Subcontractor (3) details:

Subcontractor (4) details:

12.1.22 **Protection of the works**

[11.1] Specific requirements:

12.1.23 **Disturbance**

[11.5] Specific requirements:

12.1.24 **Environmental disturbance**

[11.6] Specific requirements:

### 12.2 POST-TENDER INFORMATION

#### 12.2.1 Payment of preliminaries

[10.2]
- Option A (prorated) (yes/no)
- Option B (calculated) (yes/no)

#### 12.2.2 Adjustment of preliminaries

[10.3]
- Option A (three categories) (yes/no)
- Option B (detailed breakdown) (yes/no)

#### 12.2.3 Additional agreed preliminaries items

Details: