



PRELIMINARIES

Project	
Employer	
Contractor	
Contract Date	File Code

NOVEMBER 2007

EXPLANATORY NOTES AND INSTRUCTIONS

Introduction

The Association of South African Quantity Surveyors (ASAQS) has compiled the ASAQS 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 Preliminaries is part of the contract and subcontract documentation to be referred to in the priced document. It is intended that the Preliminaries will be used by reference only in the preparation of the priced 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 JBCC Principal Building Agreement, JBCC N/S Subcontract Agreement or JBCC Minor Works Agreement. Modifications to the standard clauses should be avoided. Any modifications identified in the contract data of the relevant agreement must be recorded against the relevant item numbers

Section B A recital of the headings to items in the ASAQS Preliminaries. Modifications to the standard clauses should be avoided. Any modifications identified in the schedule 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.

The JBCC has designed the Series 2000 document suite to cater for contracts with or without bills of quantities. This brings a consistency in the contractual language used and the administrative procedures required in contracts

Preface to the Preliminaries

1 The Preliminaries of the priced document should contain the following introduction:

"The ASAQS Preliminaries ★ ... edition for use with the JBCC Principal Building Agreement / JBCC N/S Subcontract Agreement / JBCC Minor Works Agreement ★ ... edition is taken to be incorporated herein. The contractor 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 priced 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

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 **JBCC** Principal Building Agreement, **JBCC** N/S Subcontract Agreement and **JBCC** 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 **n/s 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**

= Definitions that are not applicable to the **JBCC** Minor Works Agreement

AGREEMENT: The **JBCC** Principal Building Agreement, **JBCC** N/S Subcontract Agreement or **JBCC** Minor Works Agreement and other **contract documents** that together form the contract between the **parties**

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system as stated in the **contract data**. The **contractor** shall have priced the document to reflect the **contract sum**.

CONSTRUCTION PERIOD: The period commencing on the intended date as stated in the **contract data** that possession of the **site** shall be given to the **contractor** and ending on the date of **practical completion**

CONTRACTOR: The **party** contracting with the **employer** for the execution of the **works** as named in the **contract data**

CONTRACT DATA: The defined listed variables applicable to this **agreement** as contained in the **employer** to **contractor** (EC) and **contractor** to **employer** (CE) addenda

CONTRACT DOCUMENTS: This document, the **contract drawings**, the **priced document** and such other documents as are identified in the **contract data**

CONTRACT DRAWINGS: The drawings stated in the **contract data** upon which the accepted tender or negotiated amount was based

CONTRACT INSTRUCTION: A written instruction which may include drawings and other construction information signed and issued by or under the authority of the **principal agent** to the **contractor**

CONTRACT SUM: The tender or negotiated amount, inclusive of **tax**, as accepted by the **employer** and stated in the **contract data** that is not subject to adjustment

CONTRACT VALUE: A monetary value that initially is equal to the **contract sum** that is subject to adjustment

DEFECT: Any aspect of materials and workmanship forming part of the **works** that, in the opinion of the **principal agent**, is due to the failure of the **contractor** to comply with his obligations in terms of the **agreement**

DIRECT CONTRACTOR: A party appointed directly by the **employer** to do specialist work on **site** prior to **practical completion**

EMPLOYER: The **party** contracting with the **contractor** for the execution of the **works** as named in the **contract data**

JBCC: The Joint Building Contracts Committee Incorporated

LAW: The law of the country stated in the **contract data**

MATERIALS AND GOODS: 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**

N/S SUBCONTRACTOR: A **nominated subcontractor** or a **selected subcontractor**

PARTY: The **employer** and/or **contractor**

PRACTICAL COMPLETION: The stage of completion where the **works** or a **section** thereof, as certified by the **principal agent**, is substantially complete and can effectively be used for the purpose intended

PRELIMINARIES: The priced items listed in the preliminaries document with any additions, alterations or modifications thereof incorporated in the **contract documents**

PRICED DOCUMENT: **Bills of quantities**, schedule of rates or other documents as are appropriate to this **agreement**

PRIME COST AMOUNT: 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: The party named in the **contract data** and/or appointed by the **employer** with full authority and obligation to act in terms of the **agreement**

PROGRAMME: A diagrammatic representation of the planned execution of units of work or events of the **works** indicating the dates for commencement and completion thereof

SCHEDULE: The listed variables applicable to this **preliminaries**

SECTION: A defined portion of the **works** for which **practical completion** is required on the date stated in the **contract data** that is earlier than that required for the **works** as a whole

SHOP DRAWINGS: Drawings, diagrams, designs, illustrations, schedules, performance charts, brochures, setting out drawings, shop details and other data which are prepared by the **contractor**, **n/s subcontractor** or any other subcontractor, manufacturer, supplier or distributor which illustrate manufacturing details and methods of execution of work

SITE: The land or place on, over, under, in or through which the **works** is to be executed and as defined in the **contract data**

TAX: Value-added tax, sales tax or any other statutory tax, duty or levy applicable by **law**

WORKING DAYS: Twenty-four (24) hour days commencing at midnight (00:00) which excludes Saturdays and Sundays, statutory holidays and any recognised annual building holiday period

WORKS: The works described in general terms in the **contract data**, detailed in the **contract documents**, ordered in **contract instructions** and including the **contractor's** and **n/s subcontractors'** temporary works. **Works** includes **materials and goods** and those supplied free or otherwise by the **employer** to the **contractor** and 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 **priced 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 the 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 “accept”, “appoint”, “approve”, “certify”, “decide”, “grant”, “inform”, “instruct”, “issue”, “notice”, “object”, “record”, “reduce”, “refuse”, “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 The headings of clauses are for reference purposes only and shall not be taken as construing the context thereof

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 **n/s subcontractor** shall agree dates by when the **n/s subcontractor** is to be provided with each item of the outstanding documentation in terms of the **programme**

3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

3.1 **★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

3.2 **★ 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

3.3 **★ 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, kerbs, 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 **works**

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 **SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS**

4.1 **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

4.2 **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.

4.3 **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:

4.3.1 The **contractor** shall:

- Prepare, or ensure that a **n/s 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**
- Ensure that work is not executed from **shop drawings** that have not been approved by the **principal agent**

4.3.2 The **principal agent** shall:

- Check timeously the **shop drawings** submitted by the **contractor**

- Advise the **contractor** where **shop drawings** are approved or are to be resubmitted

4.4 **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

5.0 **DEPOSITS AND FEES**

5.1 **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

6.0 **TEMPORARY SERVICES**

6.1 **★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:

6.1.1 **Option A**

The **contractor** including necessary temporary plumbing

6.1.2 **Option B**

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing water supply at approved points and execute any necessary temporary plumbing

6.1.3 **Option C**

The **employer** to the **contractor**. The **contractor** 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

6.2 **★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** as stated in the **schedule** shall be provided by:

6.2.1 **Option A**

The **contractor** including necessary temporary installation work

6.2.2 **Option B**

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing electricity supply at approved points and execute the necessary temporary installation

6.2.3 **Option C**

The **employer** to the **contractor**. The **contractor** 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

6.3 **★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

6.4 **★Ablution facilities**

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

6.4.1 **Option A**

The **contractor** who shall maintain such facilities in a thoroughly clean and tidy condition

6.4.2 **Option B**

The **employer** who shall permit the use of 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

7.0 **PRIME COST AMOUNTS**

7.1 **Responsibility for prime cost amounts**

All **prime cost amounts** are for **materials and goods** delivered to the **site**. The **priced document** 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

8.0 **SPECIAL ATTENDANCE ON N/S SUBCONTRACTORS**

8.1 **Special attendance**

The **priced document** shall make provision for the **contractor** to separately price for special attendance on each **n/s subcontractor**. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, crange and scaffolding requirements, provision of temporary casing and/or other specific protection of the **works**, special security and clearing away rubbish are described in detail in the **contract documents**

9.0 **GENERAL**

9.1 **★Protection of the works**

Specific protection measures required by the **employer** are described in detail in the **schedule**

9.2 **★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

9.3 **Security of the works**

The **contractor** shall take all appropriate measures for general security of the **works**

9.4 **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 shall be exposed and later made good at the **contractor's** expense

9.5 **★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**

9.6 **★Environmental disturbance**

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

9.7 **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**

9.8 **Vermin**

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

9.9 **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

10.0 SCHEDULE OF VARIABLES

The **schedule** contains all pre-tender variables referred to in this document and must be completed in full and included in the tender documents

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 hereto and cross referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

10.1 **Provisional bills of quantities**

[2.2] The quantities are provisional (yes/no)

10.2 **Availability of construction documentation**

[2.3] Construction documentation is complete (yes/no)

10.3 **Previous work – dimensional accuracy**

[3.1] Details

10.4 **Previous work – defects**

[3.2] Details

10.5 **Inspection of adjoining properties**

[3.3] Specific requirements

10.6 **Water**

- [6.1] Option A (by **contractor**) (yes/no)
- Option B (by **employer** – free of charge) (yes/no)
- Option C (by **employer** - metered) (yes/no)

10.7 **Electricity**

- [6.2] Option A (by **contractor**) (yes/no)
- Option B (by **employer** – free of charge) (yes/no)
- Option C (by **employer** - metered) (yes/no)

10.8 **Telecommunications**

- [6.3] Telephone (yes/no)
- Facsimile (yes/no)
- E-mail (yes/no)

10.9 **Ablution facilities**

- [6.4] Option A (by **contractor**) (yes/no)
- Option B (by **employer**) (yes/no)

10.10 **Protection of the works**

[9.1] Specific requirements

10.11 **Protection/isolation of existing/sectionally occupied works**

[9.2] Protection is required (yes/no)

10.12 **Disturbance**

[9.5] Specific requirements

10.13 **Environmental disturbance**

[9.6] Specific requirements

