# PRELIMINARIES

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<td>Employer</td>
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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.


1.4.3 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, cranage 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

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10.4 *Previous work – defects*

[3.2] Details

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10.5 *Inspection of adjoining properties*

[3.3] Specific requirements

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### 10.6 Water

<table>
<thead>
<tr>
<th>Option</th>
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<tbody>
<tr>
<td><strong>Option A</strong> (by contractor)</td>
<td></td>
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<tr>
<td><strong>Option B</strong> (by employer – free of charge)</td>
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<tr>
<td><strong>Option C</strong> (by employer - metered)</td>
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### 10.7 Electricity

<table>
<thead>
<tr>
<th>Option</th>
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<tr>
<td><strong>Option A</strong> (by contractor)</td>
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<tr>
<td><strong>Option B</strong> (by employer – free of charge)</td>
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</tr>
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<td><strong>Option C</strong> (by employer - metered)</td>
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### 10.8 Telecommunications

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### 10.9 Ablution facilities

<table>
<thead>
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<tbody>
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<tr>
<td><strong>Option B</strong> (by employer)</td>
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### 10.10 Protection of the works

#### Specific requirements

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

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### 10.12 Disturbance

#### Specific requirements

### 10.13 Environmental disturbance

#### Specific requirements