

PART THREE: CONTRACT DATA

JBCC EDITION 6.2 - MAY 2018
PRINCIPAL BUILDING AGREEMENT
A PROJECT INFORMATION
A1.0 Works [1.1]

Project name	CONTRACT NO. WCGRB 042526 REFURBISHMENT OF WESTERN CAPE GAMBLING AND RACING BOARD
Reference number	20170
Works description	Refurbishment of Western Cape Gambling and Racing Board

A2.0 Site [1.1]

Erf / stand number	ERF23464, Parow
Township / Suburb	City of Cape Town
Site address	24 FAIRWAY CLOSE, FAIRWAY TERRACES, PARROW
Local Authority	City of Cape Town

A3.0 Employer [1.1]

Name	WESTERN CAPE GAMBLING AND RACING BOARD		
Legal entity of above	Government Institution		
Business registration number	n/a	VAT/GST	
Country	South Africa		
Contact person	Zoe Siwa	Mobile	
Email	zoe@wcgrb.co.za		
Physical address	24 FAIRWAY CLOSE, FAIRWAY TERRACES, PARROW		
Postal Address	24 FAIRWAY CLOSE, FAIRWAY TERRACES, PARROW	code	7500
Telephone number	021 480 7400	Fax	-

A4.0 Principal agent [1.1]

Name	Derek Kock Architects		
Legal entity of above	(Pty) Ltd		
Practice registration number		VAT/GST	
Contact person	Derek Kock	Mobile	
Email	derek@dkarch.co.za	Country	South Africa
Physical address	38 Bloemhof Road, Oakdale, Bellville, 7530		
Postal Address	Private Bage X22, Tygervally	code	
Telephone	021 910 2488/9	Fax	-

A5.0	Agent [1.1; 6.2]	Discipline	Architect
	Name	Derek Kock Architects	
	Legal entity of above	(Pty) Ltd	
	Practice registration number		VAT/GST
	Contact person	Derek Kock	Mobile
	Email	derek@dkarch.co.za	Country South Africa
	Physical address	38 Bloemhof Road, Oakdale, Bellville, 7530	
	Postal Address	Private Bage X22, Tygervally	code 7536
	Telephone	021 910 2488/9	
A6.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
	Name	Nicholson Nel Quantity Surveyors	
	Legal entity of above	(Pty) Ltd	
	Practice registration number	1997/008578/07	VAT/GST 4 080 142 575
	Contact person	Christelle de Bruyn	Mobile 021 110 0799
	Email	info@nicholsonnel.co.za	Country South Africa
	Physical address	Unit 1, Bellfour Office Park, Corner Edmar & Rogers Street, Durbanville, Cape Town, 7550	
	Postal Address	PO Box 5976, Tygervally	code 7536
	Telephone	021 110 0799	Fax -
A7.0	Agent [1.1; 6.2]	Discipline	Electrical & Fire Engineer
	Name	DSV Consultanting Engineers	
	Legal entity of above	(Pty) Ltd	
	Practice registration number	2020/177300/07	VAT/GST 4590215143
	Contact person	Ruan Schnetler	Mobile 021 551 4303
	Email	consult@dsv.co.za	Country South Africa
	Registered street address	Unit F8, Century Square, Heron Crescent, Century City, 7446	
	Postal Address		code
	Telephone	021 551 4303	Fax -
A8.0	Agent [1.1; 6.2]	Discipline	Health & Safety Consultant
	Name	Frontline SHEQ	
	Legal entity of above	CK	
	Practice registration number	2004/048862/23	VAT/GST
	Contact person		Mobile (0)72 828 5953
	Email	info@frontlinesafety.co.za	Country
	Registered street address	41 Avery Road, Hoheizen, Cape Town, 7530	

Postal Address			code
Telephone	-27(0)21 914 7080	Fax	-
A9.0 Agent [1.1; 6.2]			
Name			
Legal entity of above			
Practice registration number		VAT/GST	
Contact person		Mobile	
Email		Country	
Registered street address			
Postal Address			code
Telephone		Fax	-
A10.0 Agent [1.1; 6.2]	Discipline		
Name			
Legal entity of above			
Practice registration number		VAT/GST	
Contact person		Mobile	
Email		Country	
Registered street address			
Postal Address			code
Telephone		Fax	

B CONTRACT INFORMATION

B1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement

ASAQS Standard System of Measuring Building Work: 7th Edition (Provisional Bills of Quantities)

B2.0 Laws, regulations and notices [2.0]

Law applicable to the **works**, state country [2.1]

South Africa

B3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]

ZAR

B4.0 Documents [5.0]

The original signed **agreement** is to be held by the **principal agent** [5.2], of not, indicate by whom

Number of copies of **construction information** issued to the **contractor** at no cost [5.6]

Two (2)

Priced Document

Lump sum priced document, or

Priced bills of quantities

yes/no?	No
yes/no?	Yes

Documents comprising the **agreement**

Description	Page no.	Notes
JBCC® Principal Building Agreement, Edition 6.2- May 2018	1-30	
JBCC® Principal Building Agreement - Contract Data, Edition 6.2- May 2018	1-14	
JBCC® General Preliminaries for use with the JBCC® , Principal Building Agreement, Edition 6.2- May 2018	1-7	
Notes to Tenderer	Part one	
Bills of Quantities	Part two	
Contract Data	Part three	
Returnable Schedules	Part four	
Form of Tender	Part five	
Drawings	Part six	
Specifications	Part seven	

Note: if insufficient space, please see annexure...

Contract Drawings – Description	Date	Marked	Number	Revision
Architect:				
Refer to Notes to Tenderer				
Mechanical, Electrical & Fire Engineer				
Refer to Notes to Tenderer				

Note: if insufficient space, please see annexure...

B5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Refer to Bill No. 1 (Preliminaries)
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
N/A

B6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		No	
or	Works with practical completion in sections [10.2] (contract sum or amount)		No	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		No	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		No	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		No	
	Escalation, professional fees and reinstatement costs if not included above		No	
Total of the above contract works insurance amount			R -	
Supplementary insurance [10.1.2; 10.2]			No	
Public liability insurance [10.1.3; 10.2]			No	
Removal of lateral support insurance [10.1.4; 10.2]			N/A	
Other insurances [10.1.5]			N/A	
Yes/no?	No	If yes, description 1		
Yes/no?	No	If yes, description 2		

and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		Contract sum	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		No	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		No	
	Escalation, professional fees and reinstatement costs if not included above		Yes - 20% of contract sum	

Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]			No	
Public liability insurance [10.1.3; 10.2]			R 20 000 000.00	R 15 000.00
Removal of lateral support insurance [10.1.4; 10.2]			N/A	
Other insurances [10.1.5]				
Yes/no?	Yes	If yes, description 1 Insurance of Construction Equipment		
Yes/no?	Yes	If yes, description 2 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993		
Yes/no?	Yes	If yes, description 3 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" risks including Passenger Liability Indemnity		

B7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]

Yes

Restriction of working hours [12.1.2]

Work is to be executed per the city council by-law working hours and the builder is to take cognisance of neighbouring properties so as to take care with regards to noise levels and demolition 7.5.3 on 1-7

Natural features and known services to be preserved by the **contractor** [12.1.3]

Boundary wall and fence, existing civil services.

Restrictions to the **site** or areas that the **contractor** may not occupy [12.1.4]

Yes, occupied work area as pointed out in tender clarification meeting

Supply of **free issue** [12.1.10]

N/A

Statutory and/or other notices to be complied with by contractor before possession of the site can be given

Working permit and/or notification to the Department of Labour

B8.0 Nominated subcontractors [14.0]

Specialisation 1:

Specialisation 2:

Specialisation 3:

Specialisation 4:

Specialisation 5:

Note: if insufficient space, please see annexure...

B9.0 Direct contractors [16.1]

Extent of work [12.1.11]

Extent of work [12.1.11]

Extent of work [12.1.11]

Extent of work [12.1.11]

Note: if insufficient space, please see annexure...

B10.0 Description of sections [20.1]

Section 1	N/A
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 12	Remainder of works

B11.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalties [24.0]

Practical completion of the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	Working days	Date	Penalty amount per calendar day
	TBC	261	TBC	R6 500

or where sections are applicable

Practical completion of the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	Working days	Date	Penalty amount per calendar day

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

On achievement of practical completion the **contractor** is to hand over manuals etc. related to the works: Electrical and Electronic Installations; Fire Services, etc.

B12.0 Payment [25.0]

Date of month for issue of regular **payment certificates** [25.2]

Materials and goods off site-paid subject to

Cost fluctuations [25.3.4; 26.9.5]

If yes, method to calculate

	25th
Guarantee for advance payment provided	Yes
Yes/no?	No - Fixed

B13.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	Yes
Name of nominating body	Association of Arbitrators (SA)
Applicable rules for adjudication [30.6.2]	To be determined by the Adjudicator
Arbitration [30.7.4; 30.10]	
Name of nominating body	Association of Arbitrators (SA)
Applicable rules for arbitration [30.7.5]	To be determined by the Arbitrator

B14.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	The contractor shall check the existing levels, lines, boundary walls, etc and satisfy himself as to the dimensional accuracy of work previously executed		
Previous work - defects - details of previous contract(s) [P3.2]	The contractor shall forthwith give notice to the principal agent on becoming aware of a defect in work previously executed and request a contract instruction regarding such a defect		
Inspection of adjoining properties - details [P3.3]	No		
Handover of site in stages - specific requirements [P4.1]	No		
Enclosure of the works - specific requirements [P4.2]	The site is partially enclosed by boundary walls and fences The construction site is to be enclosed.		
Geotechnical and other investigations - specific requirements	No		
Existing premises occupied - details [P4.5]	Yes, existing occupied stables by Department Officials.		
Services - known - specific requirements [P4.6]	Yes, will indicated on site		
Water [P8.1]	By contractor	Yes/no?	No
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	Yes
Electricity [P8.2]	By contractor	Yes/no?	No
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	Yes
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	No
Communication facilities - specific requirements [P8.4]	Contractor to provide		
Protection of the works - specific requirements [P11.1]	Boundary wall and fence, existing civil services.		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Yes		
Disturbance - specific requirements [P11.5]	Refer Bill no. 1 - Preliminaries		
Environmental disturbance - specific requirements [P11.6]	Refer Bill no. 1 - Preliminaries		

11.5.1; 11 Guarantee for Payment

Provided by the employer	yes/no?	No
Currency	Amount	

D2.0 Contractor's holiday periods during the construction period

Contractor's annual holiday period-year 1	from...	15-Dec-26	until...	15-Jan-27
Contractor's 'other' holiday period-year 1	from...		until...	
Contractor's annual holiday period-year 2	from...		until...	
Contractor's 'other' holiday period-year 2	from...		until...	
Contractor's annual holiday period-year 3	from...		until...	
Contractor's 'other' holiday period-year 3	from...		until...	

D3.0 Payment of preliminaries [25.1]

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums and any provision for contract price adjustments (cost fluctuation)

Option A	Assessed by the principal agent , an amount pro-rated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum (including tax), which contract sum shall exclude the amount of preliminaries .
Or...	Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
Or...	

Option B	An amount agreed by the principal agent and the contractor in terms of the Bills of Quantities or the priced document to identify an initial establishment charge, a time based charge and a final disestablishment charge Payment of the time-based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works
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Where the **contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply

D4.0 Adjustment of preliminaries [26.9.4]

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/or value on **preliminaries**. Such adjustments shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sums and any provision for contract price adjustments (cost fluctuation)

Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied - An amount varied in proportion to the contract value as compared to the contract sum - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy-five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where completion in sections is required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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Or...

Or...

Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of construction equipment, all in terms of the programme</p> <p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical completion)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply</p>
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Where the **contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply