

Item No		Amount
	<p><u>SECTION NO. 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES AND GENERAL</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described.</p> <p>The JBCC Series 2000 Preliminaries (May 2005 edition) prepared by the Joint Building Contract Committee shall be deemed to be incorporated in these bills of quantities.</p> <p>Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof.</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents.</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable".</p>	
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PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.

PRICING OF PRELIMINARIES

For the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T).

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SECTION A - PRINCIPAL BUILDING AGREEMENT

Definitions

1 Clause 1.0 - Definitions and interpretation.

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Objective and preparations

2 Clause 2.0 - Offer acceptance and performance obligations.

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3 Clause 3.0 - Documents.

Clause 3.0 is amended by:

3.1. Is deleted in its entirety

3.3. Is deleted and replaced by the following:

Where the employer requires the contractor to waive his lien or right of continuing possession of the works as stated in the schedule, the contractor shall do so prior to taking possession of the works. The waiver shall be according to the JBCC Waiver of Contractors lien Form or such other form as stated in the schedule.

The contractor shall simultaneously with the signing of every selected or domestic subcontract, deliver to the Principal Agent an undertaking and cession in respect of contractor's lien which shall mutatis mutandis conform to the JBCC Waiver of Contractors Lien form.

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4 Clause 4.0 - Design responsibility.

4.1. Is amended by the addition of the following:

Notwithstanding the provisions of clause 4.1 hereof, where the contractor undertakes the design responsibility of any aspect of the works, he shall, in accordance with the "Form of Indemnity" attached to this document, indemnify and hold free the employer and his agents from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by the contractor. In such instances and with regard to those aspects of the work as may be required.

In respect of design responsibility undertaken by any nominated or selected subcontractor, such subcontractor shall similarly, indemnify and hold free the employer, his agents and the contractor from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by the subcontractor.

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5 Clause 5.0 - Employer's agents.

5.3.2.Is amended by the addition of the following to the end thereof:-

"The authority of the Principal Agent to issue Contract Instructions or to perform duties as may be required for the relevant aspects of the works is delegated to the other Agents as follows. The Principal Agent retain the right to vary these assignments as dictated by the project specific circumstances and agreed to by the Agent and the Employer :-

1. PRINCIPAL AGENT

The Project Manager is to manage, administer and monitor the contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works

- 1.1.Arrange site handover to the contractor
- 1.2.Establish construction documentation issue process
- 1.3.Agree and monitor issue and distribution of construction
- 1.4.documentation
- 1.5.Instruct the contractor on behalf of the client to appoint subcontractors
- 1.6.Conduct and record regular site meetings
- 1.7.Monitor, review and approve the preparation of the construction programme by the contractor
- 1.8.Regularly monitor performance of the contractor against the construction programme
- 1.9.Adjudicate entitlements that arise from changes required to the construction programme
- 1.10.Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s)
- 1.11.Agree quality assurance procedures and monitor implementation thereof by the other

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<p>consultants and the contractors</p> <p>1.12. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant</p> <p>1.13. Monitor preparation of the</p> <p>1.14. management plan by the environmental consultant</p> <p>1.15. Establish procedures for monitoring scope and cost variations</p> <p>1.16. Monitor, review, approve and issue certificates</p> <p>1.17. Receive, review and adjudicate any contractual claim</p> <p>1.18. Monitor preparation of financial control reports by the other consultants</p> <p>1.19. Prepare and submit progress report</p> <p>1.20. Coordinate, monitor and issue practical completion lists and the certificate of practical completion</p> <p>1.21. Co-ordinate and monitor rectification of defects</p> <p>1.22. Manage procurement of operations and maintenance manuals, guarantees and warranties</p> <p>1.23. Manage preparation of as-built drawings and documentation</p> <p>1.24. Manage procurement of outstanding statutory certificates Monitor, review and issue payment certificates</p> <p>1.25. Issue completion certificates</p> <p>1.26. Manage agreement of final account(s)</p> <p>1.27. Prepare and present the project close-out report</p> <p>2. ARCHITECT</p> <p>The Architect is responsible for the Architectural Design, Functional Design and Quality Control. Without derogating from the generality thereof the architect shall perform the following specific functions and duties:-</p> <p>2.1. Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>2.2. Supply the specified number of drawings.</p> <p>2.3. Issue instructions if Bills of Quantities / Lump Sum Document are to be used as a specification.</p> <p>2.4. Be responsible for the Design of the works.</p> <p>2.5. Be responsible for Primary Co-ordination of Design Elements.</p> <p>2.6. Receive and accept Design Documentation undertaken by nominated or selected sub-contractors.</p> <p>2.7. Issue contract instructions to the contractor regarding:-</p> <p>2.7.1. Alteration to design, quality of the works provided that such contract instructions shall not substantially change the scope of the works.</p> <p>2.7.2. Removal of any materials and goods from the site and the substitution of any other materials and goods.</p> <p>2.7.3. Removal or re-execution of any work.</p> <p>2.7.4. Opening up of work for inspection.</p> <p>2.7.5. Testing of work and materials and goods.</p> <p>2.7.6. Protection of the works.</p> <p>2.7.7. Making good physical loss and repairing damage to the works.</p> <p>2.7.8. Lists for Practical Completion, Works Completion, Final Completion and defects.</p> <p>2.7.9. Compliance with Laws, regulations and by laws.</p> <p>2.8. Witness the handing over to the contractor of pegs, beacons and datum levels.</p> <p>2.9. Define levels and provide the contractor with the necessary information to set out the</p>		
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works.

- 2.10. Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for Practical Completion.
- 2.11. Inspect the works for Practical Completion.
- 2.12. Issue Works Completion list and re-inspect upon requests of contractor.
- 2.13. Issue Works Completion list.
- 2.14. Inspect the works for Works Completion upon request of contractor.
- 2.15. Inspect the works at the end of the defects liability period.
- 2.16. Issue a Defects List and re-inspect upon request of contractor.
- 2.17. Acceptance of Design by nominated or selected sub-contractor.

3. QUANTITY SURVEYOR

The Quantity Surveyor is responsible for all measurements, valuations, financial assessments and all other Quantity Surveying and cost control functions. Without derogating from the generality thereof, the Quantity Surveyor shall perform the following specific functions and duties:-

- 3.1. Consult with contractor in correction of rates for errors and discrepancies.
- 3.2. Prepare the final account.
- 3.3. Prepare monthly the Recovery Statement.
- 3.4. Complete the Schedule and arrange for the signing of the agreement.
- 3.5. Hold a signed set of contract documents.
- 3.6. Supply the specified number of unpriced Bill of Quantities.
- 3.7. Identify any changes to the Standard JBCC Documentation in the Schedule and determine any loss and expense caused to the contractor caused by non-disclosure thereof.
- 3.8. Deal with amounts paid by the contractor to authorities having jurisdiction over the works.
- 3.9. Measure and value the making good of physical loss or damage.
- 3.10. Issue contract instructions to the contractor regarding:-
 - 3.10.1. Rectification of discrepancies, errors in description or omissions in contract documents.
 - 3.10.2. Furnishing proof of payment to nominated and selected subcontractors.
 - 3.10.3. Budgetary allowance and work executed by the contractor thereunder
 - 3.10.4. Contingency and other monetary provisions included in the contract sum.
- 3.11. Prepare nominated and selected Sub-Contract Tender Documents.
- 3.12. Receive proof from the contractor and the contractor's payment obligations have been met in respect of nominated and selected sub-contractors.
- 3.13. Act on Employers instructions to pay nominated and selected subcontractors directly.
- 3.14. Adjustment of the contract value in respect of a revision to the date of Practical Completion.
- 3.15. Calculate penalties for non-completion.
- 3.16. Valuation of payment claims and prepare all Payment Certificates for review and issued by the Principal Agent.
- 3.17. Authorize or otherwise the removal of materials or goods from site by the contractor where these have been paid for.
- 3.18. Calculate compensatory and penalty interest due to the parties.
- 3.19. With each Valuation for Payment issue:-
 - 3.19.1. Details of amounts certified for each nominated or selected sub-contractor.

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- 3.19.2. Notification to each nominated and selected sub-contractor showing the formulation of sub-contract amount included in Payment Certificates.
- 3.19.3. A statement to the Employer and Contractor showing the total amount certified and all adjustment amounts.
- 3.20. Determine the value of adjustments to the contract value.
- 3.21. Receive from the contractor details of expense and loss claims and assess such claims.

4. CIVIL AND STRUCTURAL ENGINEER

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality control. Without derogating from generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of civil and structural engineering aspects of the works:

- 4.1. Give opinion of aspects of works which are not in accordance with the agreement.
- 4.2. Supply the specified number of drawings.
- 4.3. Issue instructions if bills of quantities/lump sum document are to be used as a specification.
- 4.4. Be responsible for the design of the works.
- 4.5. Receive and accept design documentation undertaken by nominated or selected subcontractors.
- 4.6. Issue contract instructions to the contractor regarding:-
- 4.6.1. Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.
- 4.6.2. Removal of any materials and goods from the site and the substitution of any materials and goods therefore.
- 4.6.3. Removal or re-execution of any work.
- 4.6.4. Opening up of work for inspection.
- 4.6.5. Testing of work and materials and goods.
- 4.6.6. Protection of works.
- 4.6.7. Making good physical loss and repairing damage to the works.
- 4.6.8. Compliance with Laws, regulations and by laws.
- 4.7. Define levels and provide the contractor with the necessary information to set out the works.
- 4.8. Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.
- 4.9. Inspect the works for practical completion.
- 4.10. Inspect the works for works completion upon request from the contractor.
- 4.11. Inspect the works at the end of the defects liability period.
- 4.12. Acceptance of designed by nominated or selected sub-contractors.

5. HVAC ENGINEER

The HVAC engineer is responsible for all aspects of HVAC engineering design and quality control. Without derogating from the generality thereof the HVAC engineer will perform the following specific functions and duties in respect of HVAC aspects of the works:-

- 5.1. Give opinion of aspects of the works which are not in accordance with the agreement.
- 5.2. Supply the specified number of drawings.
- 5.3. Issue instructions if bills of quantities / lump sum document are to be used as a

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specification.

5.4.Be responsible for the design of the works.

5.5.Receive and accept design documentation undertaken by nominated or selected subcontractors.

5.6.Issue contract instructions to the contractor regarding:-

5.6.1.Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.

5.6.2.Removal of any materials and goods from the site and the substitution of any materials and goods therefore.

5.6.3.Removal or re-execution of any work.

5.6.4.Opening up of work for inspection

5.6.5.Testing of work and materials and goods.

5.6.6.Protection of works.

5.6.7.Making good physical loss and repairing damage to the works.

5.6.8.Compliance with Laws, regulations and by laws.

5.7.Define levels and provide the contractor with the necessary information to set out the works.

5.8.Inspect the work from time to time and give the contractor interpretation and guidance in the standard and state of completion required for practical completion.

5.9.Inspect the works for practical completion.

5.10.Inspect the works for work completion upon request from the contractor.

5.11.Inspect the works at the end of the defects liability period.

5.12.Acceptance of design by nominated or sub-contractor.

5.13.Measure and value the making good of physical loss or damage.

6. ELECTRICAL ENGINEER

The electrical engineer is responsible for all aspects of electrical engineering design and quality control. Without derogating from the generality thereof the electrical engineer will perform the following specific functions and duties in respect of electrical aspects of the works:-

6.1.Give opinion of aspect of the works which are in accordance with the agreement.

6.2.Supply the specified number of drawings.

6.3.Issue instructions if Bill of Quantities / lump sum document are to be used as a specification.

6.4.Be responsible for the design of the works.

6.5.Receive and accept design documentation undertaken by nominated or selected sub-contractors.

6.6.Issue contract instructions to the contractor regarding:-

6.6.1.Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.

6.6.2.Removal of any materials and goods from the site and the substitution of any materials and goods therefore.

6.6.3.Removal or re-execution of any work.

6.6.4.Opening up of work for inspection.

6.6.5.Testing of work and materials and goods.

6.6.6.Protection of works.

6.6.7.Making good physical loss and repairing damage to the works.

6.6.8.Compliance with Laws, regulations and bylaws.

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- 6.7. Define levels and provide the contractor with the necessary information to set out the works.
- 6.8. Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.
- 6.9. Inspect the works for practical completion.
- 6.10. Inspect the works for works completion upon request from the contractor.
- 6.11. Inspect the works at the end of the defects liability period.
- 6.12. Acceptance of design by nominated or selected sub-contractors.
- 6.13. Measure and value the making good of physical loss or damage

7. WET SERVICES ENGINEER

The wet services engineer is responsible for all aspects of wet services design and quality control. Without derogation from the generality thereof the wet services engineer will perform the following specific functions and duties in respect of wet services aspects of the works:-

- 7.1. Give opinion of aspect of the works which are in accordance with the agreement.
- 7.2. Supply the specified number of drawings.
- 7.3. Issue instructions if Bill of Quantities / lump sum document are to be used as a specification.
- 7.4. Be responsible for the design of the works.
- 7.5. Receive and accept design documentation undertaken by nominated or selected sub-contractors.
- 7.6. Issue contract instructions to the contractor regarding:-

- 7.6.1. Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.
- 7.6.2. Removal of any materials and goods from the site and the substitution of any materials and goods therefore.
- 7.6.3. Removal or re-execution of any work.
- 7.6.4. Opening up of work for inspection.
- 7.6.5. Testing of work and materials and goods.
- 7.6.6. Protection of works.
- 7.6.7. Making good physical loss and repairing damage to the works.
- 7.6.8. Compliance with Laws, regulations and by laws.
- 7.7. Define levels and provide the contractor with the necessary information to set out the works.
- 7.8. Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.
- 7.9. Inspect the works for practical completion.
- 7.10. Inspect the works for works completion upon request from the contractor.
- 7.11. Inspect the works at the end of the defects liability period.
- 7.12. Acceptance of design by nominated or selected sub-contractors.
- 7.13. Measure and value the making good of physical loss or damage.

8. FIRE SAFETY ENGINEER

The fire safety engineer is responsible for all aspects of fire safety engineering design and quality control. Without derogation from the generality thereof the fire safety engineer will

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perform the following specific functions and duties in respect of all fire safety aspects of the works:-

- 8.1. Give opinion of aspects of the works which are not in accordance with the agreement.
- 8.2. Supply the specified number of drawings.
- 8.3. Issue instructions if Bills of quantities / lump sum document are to be used as a specification.
- 8.4. Be responsible for the design of the works.
- 8.5. Receive and accept design documentation undertaken by nominated or selected sub-contractors.
- 8.6. Issue contract instructions to the contractor regarding:-
 - 8.6.1. Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.
 - 8.6.2. Removal of any materials and goods from the site and the substitution of any materials and goods therefore.
 - 8.6.3. Removal or re-execution of any work.
 - 8.6.4. Opening up of work for inspection.
 - 8.6.5. Testing of work and materials and goods.
 - 8.6.6. Protection of works.
 - 8.6.7. Making good physical loss and repairing damage to the works.
 - 8.6.8. Compliance with Laws, regulations and by laws.
- 8.7. Define levels and provide the contractor with the necessary information to set out the works
- 8.8. Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion
- 8.9. Inspect the works for practical completion.
- 8.10. Inspect the works for works completion upon request from the contractor.
- 8.11. Inspect the works at the end of the defects liability period.
- 8.12. Acceptance of design by nominated or selected sub-contractors.
- 8.13. Measure and value the making good of physical loss or damage.

9. HEALTH AND SAFETY CONSULTANT

The health and safety consultant is responsible for all aspects of health and safety. Without derogating from the generality thereof, the health and safety Consultant will perform the following specific functions and duties in respect of health and safety aspects of the works:

- 9.1. Act as the Client's (Employer's) Agent in terms of the Occupational Health and Safety Act 85 of 1993 construction regulations.
- 9.2. Prepare and update the health and safety specification for the works.
- 9.3. Agree with the contractor the health and safety plan for the works.
- 9.4. Carry out regular audits to ensure adherence to the safety plan, and compliance with the Act and Regulations.
- 9.5. Check the maintenance of all records registers and lists in terms of the requirements of the Act and the Health and Safety Plan and specification.
- 9.6. Issue Contract Instructions to the Contractor regarding:-
 - 9.6.1. Compliance with Laws, regulations and by laws.
 - 9.6.2. Compliance with the Health and Safety Plan and specifications for the works including halting the works where necessary.

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6 Clause 6.0 - Contractor's site representative.

6.1.Is amended by the addition of the following: Refer to Section B Clause 4.1 for specific requirements.

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7 Clause 7.0 - Compliance with laws and regulations.

7.2.The employer reserves the right to pay direct (i.e. not through the contractor) for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the selected sub-contract bill / section hereof. In the event of the employer paying direct for these charges, the contractor will not be entitled to a ten percent (10%) mark-up in terms of Clause 32.4. All such provisional amounts included in the contract sum will be omitted.

7.3. Health and Safety Specification - the contractor shall comply with the requirements of the Occupational Health & Safety Act (85/1993) and the February 2014 Construction Regulations. The employer will appoint an independent safety officer who will, in consultation with the contractor, draw up and agree the construction phase health and safety plan / specification. This health and safety specification will form an integral part of the principal contract document and will be copied to all subcontractors for inclusion, as modified, within their respective scope of works.

7.4."The Contractor acknowledges that the undertaking given in this clause constitutes an agreement in terms of Section 37 (20 of the OHSA Act and its regulations, whereby all responsibility for health and safety matters relating to the services performed under this agreement shall be the obligation of the Service Provider. The Contractor shall comply with all the laws and regulations which may be relevant to the services performed under this agreement, it being recorded that the presence of the Contractor's employees, representatives, authorised sub-contractors, machinery, plant equipment and vehicles at the employer's premises shall always be subject to the provisions of the OHS Act and of all other relevant legislation, codes of practice, directives, health and safety rules and security measures and will adhere to and obey all directives and instructions given by the employer in this regard".

7.5.Environmental Impact Assessment Regulations - the contractor shall comply with Regulations 1182 and 1183, 1997.

7.6.Broad Based Black Economic Empowerment (Department of Trade and Industry Notice 111 of 2005) - it is the expressed intention of the employer to ensure that the targets as stipulated in the Construction Sector Charter under Section 12 of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) are met (refer Clause 12 Section One hereof.

In order to satisfy the employer's requirements, the contractor will be required to reflect its BBBEE status as a construction sector enterprise, after calculating its score in terms of the scorecard.

7.7. Noise Control Regulations - the contractor shall comply with Regulations 1999"

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8 Clause 8.0 - Works risk
Clause 8.2.3 The Contractor shall be liable for and pay the deductibles
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9 Clause 9.0 - Warranties and Indemnities.
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10 Clause 10.0 - General insurances.
10.1.4.The contractor shall effect, as a minimum, the following insurances:
a) Insurance to comply with the provisions of the compensation for Occupational injuries and diseases Act 1993
b) Contractors liability insurance as listed in the schedule
c) All risk cover on all construction plant and allied equipment including site huts and temporary accommodation including plant and machinery hired, leased or loaned. The Employer's interest is to be noted. Furthermore the contractor shall effect and maintain for the duration of the contract Motor Vehicle Liability Insurance
d) Insurance in accordance with the Multilateral Motor Vehicle Accident fund no 93 of 1989 amended
e) Balance of Third Party Motor Risk including passenger Liability.
10.5.The Contractor shall be liable for and pay the policy deductibles in respect of the insurances arranged by the employer where an action or inaction by the contractor is the cause of the claim.
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11 Clause 11.0 - Special insurances.
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12 Clause 12.0 - Effecting insurances.

12.3.Is amended by the addition of: The parties responsible for effecting the various insurances, shall complete the relevant sections of Annexure E - "Declaration of Insurance" attached.

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13 Clause 13.0 - Assignment.

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14 Clause 14.0 - Security

14.3 Is amended to read as follows:

The Contractor shall provide security in the form of a variable construction guarantee in terms of Clause 14.4 as stated in the contract data. Such security shall be provided to the employer within twenty-one (21) calendar days of written acceptance of the Contractor's tender. In the event that the value of the works (including adjustments done in terms of CPAP, if applicable) were to increase during the course of the contract by an amount of 15%, or more, of the contract sum, upon written request from the principal agent the contractor shall immediately arrange to have the construction guarantee "guaranteed sum" increased accordingly, the verified cost of which shall be added to the contract sum. This security is to have an expiry date at no earlier than six months after the final section Practical Completion date.

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Execution

15 Clause 15.0 - Preparation for and execution of the works.

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16 Clause 16.0 - Site and access.

In addition, the contractor shall be informed of any limitations or restrictions on working space, any restrictions imposed by existing buildings, any restrictions imposed by any authorities and any limitations on the availability of water, power and sewerage facilities.

Access to the works shall be strictly confined to that permitted by the principal agent. The contractor shall be responsible for maintaining such access and reinstating same upon completion.

The contractor shall supply One (1) notice boards to the design and specifications approved by the principal agent to be constructed at suitable positions allocated by the principal agent

The contractor shall provide in his/her site office suitable facilities in which the site meetings with the employer's agents could be conducted

No claims for extras arising from the contractor having failed to comply with this clause will be entertained.

Protection of Trees – All existing trees and landscaping to be protected and maintained and returned to condition prior to commencement on site, at the end of phases.

Existing Services – the survey of the existing services will be included in this contract and the contractor to take note when working in areas.

Maintaining access and traffic flow to the entire site throughout the project.

The Contractor is to provide Adequate facilities and sufficient personnel to ensure tenant's direct fit-out contractors can attend safety inductions before they start work as and when required by the programme. Adequate toilet facilities are to be provided for tenant's direct contractors that are a reasonable distance from the work area. The contractor is to provide skips for the use of the tenants and these skips are to be replaced on a daily basis or as required. The above provision are to be reviewed and agreed with the Principal Agent before implementation.

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Clause 17.0 - Contract instructions.

17.1.21.Acceleration/Special measures

17.1.22.Contractors resources, organisation and management of the contract

17.6.Incorrect work due to the default of the Contractor shall be removed and made good at the contractor’s cost. Should any such work be accepted by the Principal Agent and should this work involve revision to other work or any other remedial work, then such work, including related professional fees shall be to the cost of the Contractor. Professional fees or other authorised charges in this case shall be payable by the Employer who may deduct same from amounts due or to become due to the Contractor.

Inspection of the works by the Principal Agent and other agents are intended as a means of checking the interpretation of the work done and providing clarification and further information where required during the progress of the works. Such inspection shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all respects, in accordance with the latest agreed programme and in accordance with the Agreement.

17.7.Contract instructions issued on site are to be recorded by the principal agent or delegated agent via the following means :

1.Contract instruction book to be issued by the contractor and which shall be maintained on site by the contractor. Copies of such contract instructions are to be issued (via email) to the principal agent, Principal Agent, quantity surveyor and the delegated agent responsible for issuing the contract instruction. Only contract instructions issued in such book shall be recognized.

2.Electronic format as stipulated by the Principal Agent.

17.8.Contract instructions to the Contractor and his sub-contractors will be issued only by the Principal Agent or his authorised agent and must be issued via the Contractor. Copies of all contract instructions issued shall be submitted to the Principal Agent, the Quantity Surveyor and the authorised agent within 48 hours of issue by the authorised agent issuing the Contract instructions.

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18 Clause 18.0 - Setting out of the works The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

18.5.The contractor shall perform tolerance control checks regularly throughout the contract period and report on these at regular intervals to the principal agent in a format approved by the principal agent.

Should the contractor fail to comply with this requirement to the satisfaction of the principal agent, progressively as the structure is constructed, the employer shall be entitled to commission a registered land surveyor to do so on the contractor's behalf and at the contractor's expense.

18.6.The contractor shall provide general attendance and all reasonable assistance to the above mentioned or any other land surveyor who may be appointed by the employer".

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19 Clause 19.0 - Temporary works and plant

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20 Clause 20.0 - Nominated subcontractors.

20.1.4.The Employer reserves the right to split subcontract work (nominated or selected) contained within tender documentation into more than a single subcontract for the execution of the specific work. Such appointment of one or more subcontract shall be at the Employer’s discretion and no claims whatsoever will be entertained due to any such reduction in scope of works due to multiple appointments.

20.1.5.The nominated subcontract amounts allowed in these bills of quantities include work to be executed in accordance with employers, requirements. The contractor accepts that, such work may, at the principal agent’s discretion, be omitted from this contract and executed under separate direct contract/s. The contractor hereby accepts that he shall not be entitled to any profit mark-up on the omitted work and that no claim for loss of profit shall be entertained.

20.6.Is deleted in its entirety and replaced with:

Where the Contractor fails to provide proof of payment to the subcontractor within seven (7) working days following payment being received from the employer, the employer may instruct the principal agent to certify direct payment to the subcontractor and recover such amount from the contractor.

Furthermore, the subcontractor proof of payment is to list the amounts recovered by the contractor from the subcontractor and advise on the reason for the recovery.

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21 Clause 21.0 - Selected subcontractors.

21.1.5.Clause 21 is amended The Employer reserves the right to split subcontract work (nominated or selected) contained within tender documentation into more than a single subcontract for the execution of the specific work. Such appointment of one or more subcontract shall be at the Employer’s discretion and no claims whatsoever will be entertained due to any such reduction in scope of works due to multiple appointments.

21.1.6.The selected subcontract amounts allowed in these bills of quantities include work to be executed in accordance with employers, requirements. The contractor accepts that, such work may, at the principal agent’s discretion, be omitted from this contract and executed under separate direct contract/s. The contractor hereby accepts that he shall not be entitled to any profit mark-up on the omitted work and that no claim for loss of profit shall be entertained.

21.6.Is deleted in its entirety and replaced with:

Where the Contractor fails to provide proof of payment to the subcontractor within seven (7) working days following payment being received from the employer, the employer may instruct the principal agent to certify direct payment to the subcontractor and recover such amount from the contractor.

Furthermore, the subcontractor proof of payment is to list the amounts recovered by the contractor from the subcontractor and advise on the reason for the recovery.

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22 Clause 22.0 - Employer's direct contractors.

22.6.There shall be no privity of contract between the contractor and a direct contractor appointed by the employer.

22.7.Refer to relevant clause in Section C”:

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23 Clause 23.0 - Contractor's domestic subcontractors.

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Completion

24 Clause 24.0 - Practical completion

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24.8. Is amended by the addition of:

Where the Contractor, in the opinion of the Principal Agent fails to bring the works or section thereof to practical completion the Employer may, notwithstanding the Contractor's ongoing responsibilities, take possession of any such section and such possession by the Employer shall not be construed as the achievement of practical completion."

Should such an instance arise, the principal agent will give notice to the contractor, in writing, that the employer is taking possession without practical completion having been achieved in order to minimize his exposure to any possible expense or loss.

The Contractor's responsibilities and liabilities shall remain in full force and effect until, in the principal agent's opinion, the works are practically completed. Access by the Contractor to any such area in possession of Employer, prior to the Contractor's achievement of practical completion.

Notwithstanding the provisions of clause 24.8 above the contractor will remain liable to the Employer for penalties for non-completion until such a date as the works or sections of the works is brought to practical completion.

24.11. After the issue of the certificate of practical completion entry to the Works to make good any minor defects shall be at such reasonable times as shall be agreed by the principal agent.

24.12. The standard state of works to achieve practical completion will include, but not be restricted to:

- a) All electrical distribution boards supplying the works will be complete, labelled and commissioned with circuit diagrams in place.
- b) All HVAC plant serving the works shall be complete and commissioned and all operating and maintenance manuals will be available for handover. Where training of Employer's staff is required this will have taken place.
- c) All wet services supply to the works to be complete and commissioned and all operating and maintenance manuals available for handover.
- d) All waste water reticulation, including lifting stations, serving the works to be complete and commissioned with operating and maintenance manuals available for handover.
- e) All work to be completed in accordance with drawings and specification and to the extent that it is not, must be able to be rectified without compromising the Employer's beneficial use of the works.
- f) The works secure with all accesses locked. The Contractor shall account for and hand over to the building operator all keys as recorded on properly labelled with an itemised schedule to be signed by the building operator as receipt. A copy of this signed schedule is to be issued to the principal agent.
- g) Handover of all maintenance manuals to the building operator, maintenance agreements, guarantees, warrantees and design indemnities other that what is

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referred to above such as but not limited to roof lights, timber trusses, painting, glazing, etc. Handover of these documents is to be recorded on properly labelled with an itemised schedule to be signed by the building operator as receipt. A copy of this signed schedule is to be issued to the principal agent.

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25 **Clause 25.0 - Works completion.**

25.1. At the time of issuing the works completion list, the contractor shall within fourteen (14) calendar days of issuing thereof, submit and agree a works completion programme with the principal agent.

The contractor shall complete the works completion list in terms of the agreed programme. Should the contractor fail to submit a works completion programme within fourteen (14) calendar days, the works completion period shall not exceed sixty (60) calendar days.

Where the contractor fails to bring the works to works completion on the date stipulated in the works completion programme, the contractor shall be liable to the employer for the penalty per calendar day for non-completion of the works at a rate of twenty five percent (25%) of the rate stated in the schedule.

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26 **Clause 26.0 - Final completion**

26.7. Is amended by the addition of the following clause:

The certificate of final completion will not be issued until such time as formal record of the cession of all guarantees, warranties and indemnities have been formally ceded by the contractor to the employer

26.8. The contractor shall attend to defects during the defects liability period on a progressive basis, to the satisfaction of the principal agent, and will not be permitted to wait until the end of the defects liability period or until the amount of defects accumulates in order to attend to a comprehensive list of defects

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27 Clause 27.0 - Latent defects liability period.
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28 Clause 28.0 - Sectional completion.
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29 Clause 29.0 - Revision of date for practical completion

29.1.1.Shall be amended by the addition of the following:

29.1.7.Where the contractor submits a claim for the extension to the construction period in terms of clause 29.1.4 and such actions are applicable only to the contractor, his subcontractors and their employees and are as a result of failure by the contractor to follow proper labour procedures, then an extension to the construction period shall not be granted.

29.4.1.Is deleted and replaced with the following: "Give notice to the principal agent within ten (10) working days of such circumstance."

The contractor shall furthermore stipulate as part of this notice, where applicable, when the issue of a contract instruction and/or construction information is required to prevent the potential delay from eventuating. A reasonable period in this regard is deemed to be not less (10) five working days. An information required schedule shall not be deemed valid notification in this regard.

Failing any of the above, the contractor shall forfeit submitting any claims for a revision to the date of practical completion related to such circumstance.

29.6.2.Is deleted and replaced with the following: The extent of the claim shall be quantified entirely on the basis of the cause and effect to the date of practical completion on the critical path of the programme. This will furthermore take into account effect of progress when the delay ceased as well all reasonable mitigation measures [29.4.2] in the form of, but not limited to rationalization of the critical path.

Any cost implications relating to such mitigation, shall be dealt with in accordance with the provisions of the agreement.

Failing any of the above, the contractor shall forfeit submitting any claims for a revision to the date of practical completion related to such circumstance.

29.10.ACCELERATION

29.10.1.Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless at any time, be entitled to instruct the contractor, in writing, to accelerate the progress of the remaining works, to ensure that the works are completed by the original date for practical completion or revised date as the case may be.

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The principal agent and contractor shall agree upon the additional measures deemed necessary to achieve such acceleration prior to the implementation thereof, including the provision by the contractor of additional resources, plant, manpower, etc., and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods.

29.10.2. Provided such acceleration is possible and reasonable, upon receipt of such instruction, the Contractor shall take all necessary steps to ensure that the Works are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtimes beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The Contractor shall prove that such steps are being taken if called upon to do so.

If acceleration is not possible, then an extension of time shall be granted or some other solution shall be found by agreement between the parties.

29.10.3. The contractor's entitlement to compensation where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of Clause 29.10.1, based on detailed estimates of the anticipated expenses and shall be agreed before commencement of the acceleration and not in terms of Clause 32.6.

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30 Clause 30.0 - Penalty for late or non-completion

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Payment

31 Clause 31.0 - Interim payment

Clause 31.0 is amended by :-

- (i) Clause 31.9 is amended by the replacement of "seven (7) calendar days" with "thirty (30) calendar days".

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32 **Adjustment to the Contract Value**

Clause 32.0 is amended by the following:

Clause 32.2.4. is amended by the deletion of the words "but where the omission of such works varies the circumstances in which the remaining work is carried out, the value of the remaining work shall be determined by the method in terms of 32.2.2."

Clause 32.0 is amended by the addition of the following clauses:

"32.16 The Employer shall also have the right by notice via the Principal Agent to the Contractor to omit any work covered by provisional amount or prime cost items contained herein.

The Contractor shall not be entitled to claim for any loss of mark-up or discount resultant from the omission of any provisional amount or prime cost items.

32.17 The omission of work from the Agreement and the performance thereof either in terms of 32.16 and/or the performance of such work after the construction period in respect of the relevant portion of the work by direct contract by any person in terms of 32.16 shall not entitle the Contractor to any attendance, mark-up, compensation, consideration, loss or damage under this Agreement other than that contained in Clause 22.

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33 Clause 33.0 - Recovery of expense and loss.

Sub-clause 33.2 shall be amended by the insertion of the words "without prejudice to any other rights that he may have", between the words "Employer" and "may".

33.7.The employer may retain all monies owing to sub-contractor as pre-liquidated contractual damages in the event of the employer terminating the contract as a result of the contractor being placed under business rescue or in liquidation, whether provisionally or finally.

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34 Clause 34.0 - Final account and final payment.

34.10.The first sentence of Clause 34.10 shall be deleted and replaced with the following:-

“The employer shall pay to the contractor the amount certified for payment in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate, subject to the contractor giving the employer a tax invoice for the amount due.”

34.15.Interest referred to in sub-clauses above shall be equal to prime rate at the time of the agreement

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35 Clause 35.0 - Payment to other parties.

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Termination

36 Clause 36.0 - Termination by employer - contractor's default.

36.1.3.If the contractor is placed under business rescue or in liquidation, whether provisionally or finally.

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37 Clause 37.0 - Termination by **employer** - loss and damage.

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38 Clause 38.0 - Termination by **contractor** - **employer's** default.

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39 Clause 39.0 - Termination - cessation of the works.

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Dispute

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Clause 40.0 - Settlement of disputes.

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SECTION B - PRELIMINARIES

Definitions and interpretation

41 Clause 1.0 - Definitions and interpretation.

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Documents

42 Clause 2.1 - Checking of documents.

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43 Clause 2.2 - Provisional bills of quantities.

Clause 2.2 is amended by the addition of the following:

The provisional **bills of quantities** are not to be used for ordering purposes or as a specification for the works

These provisional **bills of quantities** have been measured from architect's and engineer's drawings which are appended hereto.

No claim whatsoever will be allowed in respect of errors in pricing due to brevity of descriptions of items in the provisional **bills of quantities** which are fully described when read in conjunction with the relevant specification.

The quantities, classes and kinds of work set out in this document do not represent the final quantities, classes and kinds of work eventually required to be done. They are to be regarded as provisional only and not intended to indicate the final extent of the work. The entire **contract works**, when completed, will be re-measured by the quantity surveyor and/or relevant consultants, who shall determine the final quantities of and classes of work eventually executed

The rates contained in the priced **bills of quantities** shall apply irrespective of the final quantities, classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these **bills of quantities** and the quantities of work actually executed, nor as a result of any variation whatsoever between the **contract sum** and the final value of the **works**

All prices include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the contract.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the omission to price any item will be entertained.

Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

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44 Clause 2.3 - Availability of construction documentation.

Is deleted and replaced by:

Within 15 (fifteen) calendar days after being appointed to carry out the works, the Contractor shall submit a schedule of information required as well as a long lead procurement schedule for approval by the Principal Agent.

The information schedule will indicate the dates upon which construction information is required based on the programme early start dates.

The long lead procurement schedule shall indicate the dates upon which selected subcontractor packages per the provisional sum provisions contained in the BOQ are required to be let. These requirements are to be compiled using industry norm procurement lead in periods. Both of the above schedules shall not contain any requirements which are deemed to be unreasonable or premature by the Principal Agent.

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45 Clause 2.4 - Interests of agents

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46 Clause 2.5 - Priced documents

Is deleted and replaced by:

Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the contract.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.

Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

The Contractor shall execute work during "overtime hours and shift work" hours as dictated by the specific requirements of this project and necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Note that no work such as demolitions, chopping up of tiles, breaking down of walls or any other work which will generate a noise level that would inconvenience existing tenants during trading hours will be allowed whatsoever. The contractor should allow for this work to take place outside normal working hours as agreed with the Principal Agent. Costs for the execution of this work under these conditions shall be included within the Contract sum.

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47 Clause 2.6 - Tender submission

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The site

48 Clause 3.1 - Define works area.

Site establishment area will be limited to an area agreed with the Principal Agent with the loading and height restrictions. The contractor should price for all hoardings, gates, security, etc. The **site** shall not be used for any purpose other than that of carrying out the **works**.

The **works** shall comprise the area of the building site and the **Contractor** shall acquaint himself by personal examination of all matters and restrictions which may influence the execution of this contract such as concurrent earthworks, piling, lateral support and services installation operations

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49 Clause 3.2 - Geotechnical investigation.

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50 Clause 3.3 - Inspection of the site.

Shall be amended by the addition of the following:

In addition, the contractor shall acquaint himself with any limitations or restrictions on working space, any restrictions imposed by existing buildings adjoining the site, any restrictions imposed by any authorities and any limitations on the availability of water, power and sewerage facilities.

Access to the works shall be strictly confined to that permitted by the principal agent. The contractor shall be solely responsible for maintaining such access and reinstating same upon completion.

The Contractor shall allow hereunder for any additional measures he may require for the execution of the works.

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Management of contract

59 Clause 4.1 - Management of the works.

Clause B4.1 shall be deemed to be amended by the addition of the following:

1.1.1. "The Contractor shall to the satisfaction of the Principal Agent provide, in addition to the Foreman, the services of an experienced and competent Construction Manager and Site Agent supported by a management team who shall, inter-alia be responsible for all activities of the Contractor and all Subcontractors and in particular:

- a) Programming
- b) Scheduling
- c) Reporting
- d) Production of shop drawings and sample
- e) Procurement and expediting
- f) Liaison and co-ordinating of construction
- g) Service co-ordination of the mechanical, electrical, specialist electronic and plumbing installations
- h) Implementation, management and reporting on the Quality Management System.
- i) Commissioning, instruction, handover and follow-up
- j) Monitoring and reporting on building activities taking place off-site.

The names and CV's of the Contractor's site management team shall be submitted to the Principal Agent prior to commencement on site and, after agreement of the contractor's project organogram, no changes shall be made nor shall any member of the said team be removed from the site while remaining in the employ of the Contractor without express written approval from the Principal Agent.

The personnel provided in terms of item B4.1.1 (g) above shall:

- a) Have adequate experience in mechanical, electrical and plumbing in this size and nature of construction
- b) Be responsible to organize and minute selected sub-contractor (MEP) meetings
- c) Be responsible for on site co-ordination of the various MEP services
- d) Be responsible for the interface of the various services e.g. BMS and electrical/mechanical, fire systems and lifts, fire systems and access control systems
- e) Be responsible for coordinating the pre-commissioning of all equipment in their individual capacities
- f) Be responsible for coordinating the integrated testing of the various MEP services as well as interfacing and testing of these services to items such as lifts and escalators, electronic security services, BMS and life safety installations.

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60 Clause 4.2 - Programme of the works.

Clause B4.2 is deleted in its entirety and replaced with the following:

Immediately on award of the contract and prior to commencement on site, the contractor, in conjunction with the principal agent, shall agree the working programme covering the first month of the construction period. Within 15 working days following the commencement of the construction period, the contractor shall prepare and draw up for the principal agent's approval, a working programme for the balance of the works in accordance with the dates given herein, for possession, sectional completion and practical completion and shall be in sufficient details to enable the principal agent to monitor the progress of the works.

Notwithstanding that the programme has been drawn up in conjunction with the Principal Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme, and the implementation thereof in a format acceptable to the Principal Agent. The contractor shall have at its disposal staff with the experience, technical ability and expertise to ensure that the programming is realistic on a real time basis.

The programme shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Principal Agent.

The programme calendar will be based on a 5 day work week. Government Gazette Public Holidays as well Contractors annual holiday periods (as per SAFSEC guidelines noted in the Contract Data) will be the only permitted non workdays to be included in the programme calendar.

Documentation will not be available in complete detail at the commencement stage. However the contractor, in consultation with the principal agent, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available.

The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the contractor and the principal agent, and suitably recorded in the programme.

Approval of the programme or a revision thereof at any stage by the Principal Agent is an approval in principle. The Contractors is responsible to explicitly note any and all salient outcomes that need to be agreed as part of an approval in accordance with the conditions of this clause. No claims for the extension to the date of practical completion and/or for expense and loss made on the basis of outcomes not specifically stated on a Contractors programme approval submission will be rejected in its entirety.

Should circumstances change to the extent where the contractor is of the opinion that changes to the programme are required, then the contractor shall submit a written request to the principal agent for such changes, clearly identifying the reasons for requiring such change. The contractor and principal agent shall

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thereafter agree such changes, if any.

The principal agent at all times reserves the right to direct the order in which the various parts of the works are to be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited in the form a revised programme.

Furthermore, should principal agent be of the opinion that the programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the contractor, the principal agent shall be entitled to instruct the contractor to revise the programme accordingly.

The contractor shall produce, when required to do so by the principal agent, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the principal agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the works.

Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme. Any entitlement to compensation in this regard as adjudicated by the principal agent, shall be based on detailed estimates of the anticipated expenses and shall be agreed before implementation and not in terms of Clause 32.0.

The contractor and the principal agent shall, at regular intervals not exceeding two weeks, agree the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.

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61 Clause 4.3 - Progress meetings.

Is amended by the addition of:

Fortnightly Progress Meetings will be held at the discretion of the Principal Agent. The contractor will be required to table a progress report 48 hours prior to this meeting taking place for review and comment by the Principal Agent. The contents of the progress report will include but not be limited to:

- Progress reported according to the approved programme.
- Request for information close out status.
- Information issue status report reported according to the approved information schedule.
- Procurement status report reported according to the approved long lead schedule.
- Long lead procurement status tracking.
- Current Health and Safety statistics.
- Shop drawing approval status tracking.
- Tracking close out of quality inspection reports from all consultants.
- A fortnightly photographic record is to be provided by the contractor, recording the state of progress of the works. Copies of each photograph annotated with the location and date, are to be made available to the employer via the principal agent.

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62 Clause 4.4 - Technical meetings.

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63 Clause 4.5 - Labour and plant records.

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Samples, shop drawings and manufactures instructions

64 Clause 5.1 - Samples of materials.

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65 Clause 5.2 - Workmanship samples.

It is envisaged that mock-ups shall be extensively used to define the accepted standards of workmanship and materials to be used. The contractor shall also prepare and maintain a register of all mock-ups indicating numbers, date, bill of quantities and specification reference, approval and relevant documents.

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66 Clause 5.3 - Shop drawings.

The term “shop drawings” shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate manufacturing details and methods of execution of the work.

The contractor shall ensure that all shop drawings required for the works in terms of this Contract, all sub-contracts and / or any principal agents instruction, are prepared and submitted timeously in accordance with the following procedure:

- a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the principal agent for approval. Such work shall not be carried out until such approval has been given.
- b) Shop drawings shall be submitted to the principal agent for approval and the contractor is to allow the principal agent a reasonable check period (minimum one week) from the date of receipt of shop drawings, before returning the drawings to the contractor in accordance with the works programme.
- c) All submissions shall be prepared in accordance with the contract drawings and specifications and/or principal agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and time implications.
- d) Delays in approval of shop drawings due to non-compliance with drawings, specifications and / or principal agents instructions, shall not constitute ground for any claims for delay, extension of time and the like.
- e) When the principal agent advises that shop drawings have been approved,

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the original drawings will be stamped by the principal agent, or any other appropriate way of approving drawings will be used. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the principal agent. As many prints of the approved shop drawings and schedules as required, shall all be furnished to the works. No work shall be performed in accordance with drawings and/or catalogues not approved by the principal agent.

- f) The contractor, sub-contractor or supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.
- g) The principal agent's approval of shop drawings is limited to checking conformity with specification and shall not relieve the contractor, sub-contractor or supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.
- h) Should the contractor, sub-contractor or supplier be of the opinion that corrections to shop drawings made by the principal agent constitute a change to the scope of work, then he shall immediately advise the principal agent in writing of this, together with the cost and/or programme implications hereof, in order to obtain the principal agents directive.

F:..... V:..... T:.....

67 Clause 5.4 - Compliance with manufacturer's instruction.

F:..... V:..... T:.....

Temporary works and plant

68 Clause 6.1 - Deposits and fees.

F:..... V:..... T:.....

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69 Clause 6.2 - Enclosure of the works.

The size of the builder's yard will be determined by the requirements of the **Contractor** and need to be agreed to by the contractor.

Should any amendments to the scope of work require a variation to the fence as described above it will be re-measured in accordance with the items measured in the Provisional Bills of Quantities.

Hoarding is allowed only to operating areas other hoarding to all areas to be provided by contractor, on all levels where works occur and priced in accordance to the requirements.

The **Contractor** shall ensure that all fences and hoardings are maintained in accordance with the requirements of the local authorities and notify the **Principal Agent** immediately should it not comply.

All fences and hoardings to be maintained to an acceptable standard to the principal agent's approval.

No accommodation will be permitted on the site whatsoever.

F: V: T:

70 Clause 6.3 - Advertising.

Clause B6.3 shall be deemed to be amended by the addition of the following:

All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer.

The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer.

The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media

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TENDER BOQ**

		Brought Forward	R
71	Clause 6.4 - Plant, equipment, sheds and offices. F:..... V: T:		
72	Clause 6.5 - Main notice board F: V:..... T:.....		
73	Clause 6.6 - Subcontractors notice boards. F:..... V:..... T:.....		
	<u>Temporary services</u>		
74	Clause 7.1 - Location. F:..... V:..... T:.....		
75	Clause 7.2 - Water. F:..... V:..... T:.....		
76	Clause 7.3 - Electricity. F: V:..... T:		
77	Clause 7.4 - Telecommunication equipment. F:..... V:..... T:		
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78 Clause 7.5 - Ablution facilities.

Is amended with the addition of: "Construction workers will not be allowed to use the ablution facilities in the existing buildings"

F:..... V:..... T:.....

Prime cost amounts

79 Clause 8.1 - Responsibility for prime cost amounts

F:..... V:..... T:.....

Attendance on n/s subcontractors

80 Clause 9.1 - General attendance.

F:..... V:..... T:.....

81 Clause 9.2 - Special attendance.

F:..... V:..... T:.....

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82 Clause 9.3 - Commissioning - fuel, water and power.

Clause 9.3 shall be deemed to be omitted and replaced by the following:

9.3.1. The contractor and/or subcontractor shall commission and test the entire installation at his own expense, including provision of all test equipment.

9.3.2. Such testing is to be done in the presence of the principal agent, who shall have been notified of the dates and approximate duration of the tests, sufficiently in advance so as to allow attendance at such tests.

9.3.3. Where applicable, commissioning, testing and building tuning shall be in accordance with CIBSE commissioning requirements

9.3.4. The Contractor shall not be responsible for electricity consumption within tenant areas after such areas have been handed over in terms of Early Occupation or Beneficial Occupation.

F:..... V:..... T:.....

Financial aspect

83 Clause 10.1 - Statutory taxes duties and levies.

F:..... V:..... T:.....

84 Clause 10.2 - Payment of preliminaries.

F:..... V:..... T:.....

85 Clause 10.3 - Adjustment of preliminaries.

F:..... V:..... T:.....

86 Clause 10.4 - Payment certificate cash flow.

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General

87 Clause 11.1 - Protection of the works.

The contractor shall provide for the protection of all work for which a certificate of practical completion has not yet been issued and which is liable to be damaged from any cause, which protection shall, inter alia, include:

- a) The protection of the works from inclement weather, exposure to the sun and the removal of water from whatever source from the works (keeping excavations free of water separately measured)
- b) The provision and maintenance of all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required.

The contractor shall be responsible for any damage which may occur and shall make good at his own expense.

The contractor shall not be entitled under any circumstances whatsoever to make use of lifts, hoists or escalators after their installation and commissioning.

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88 Clause 11.2 - Protection / isolation of existing / sectionally occupied works.

F:..... V:..... T:.....

89 Clause 11.3 - Security of the works.

F:..... V:..... T:.....

90 Clause 11.4 - Notice before covering of the works.

F:..... V:..... T:.....

91 Clause 11.5 - Disturbance.

The Contractor shall execute the whole of the works with a minimum of disturbance to adjoining premises, and the occupants of those premises to the satisfaction of the Principal Agent and to comply with all regulations:

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- a) There is no guarantee given or implied that the Contractor will be permitted to utilize any of the plant he proposes to use in the construction of the works
- b) The Contractor shall take all necessary measures to minimize noise. Such measures shall include inter alia, the use of "silent" compressors
- c) The Contractor shall take all necessary measures to ensure that minimum dust emanates from the works as set out in the Environmental Management Plan. In this regard, the Contractor shall allow opposite this item for watering the works and any stockpiles of material on site, whenever necessary, in order to keep dust down Should the Contractor be of the opinion that watering only is not adequate, then the Contractor shall, at his own expense, use any other methods which he may deem necessary
- d) All work is to be carried out in such a manner as to cause no unacceptable and unreasonable noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic, as set out in the Environmental Management Plan. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the contract period or contract sum
- e) The Contractor is deemed to have accepted full responsibility for his own blasting operations that may be carried out, should blasting be permitted. The Contractor shall take all necessary precautions for the safety of all persons, buildings, etc., and is to observe all conditions set forth in government and Local Authorities regulations in connection with the use of explosives and pay all costs and fees in connection therewith
- f) The Contractor is to adhere to all instruction of the engineer in regard to blasting procedures but regardless of such instructions the Contractor shall be solely responsible for any damage arising from blasting. All blasting is to be done by a licensed blaster. The Contractor shall indemnify the employer against any claims for damages to persons or property on or near the site from any cause whatsoever arising out of the use of explosives. No claims for any extras whatsoever will be entertained should the Contractor be prohibited by any authority whatsoever from using explosives for carrying out any portion of this contract. Notice of blasing is to be given to the engineer 72 hours before it is intended to perform the work
- g) The contractor shall take all reasonable measures to ensure that all alteration works are structurally practicable and safe. The Contractor is to adhere to all instructions issued by the engineer in regard, but regardless of such instructions, the Contractor shall be solely responsible for providing all the necessary temporary propping and support required.
- h) All operations necessary for the execution of the works and for the construction of any temporary works shall not interfere unnecessarily or improperly with the access of the public to permanent roads and footpaths. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in respect of or in relation to any such matters.

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- i) The Contractor shall at all times accommodate such provisions as may be necessary in the opinion of the Principal Agent to ensure that disruption to the occupants of the nearby buildings or the public is kept to an absolute minimum. The contractor shall keep the approaches of the site clear of mud, other debris and the like caused by the contractor or any subcontractors
- j) The Contractor must reinstate the existing streets, pavings, kerbs, etc. to their original condition on completion of the building operations to the satisfaction of the Principal Agent.
- k) By entering into a contract with the employer the Contractor shall be deemed to have indemnified the employer against and accepts the entire responsibility for any claims, costs, damages and all other loss of whatsoever nature or delays which may arise on the above grounds

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92 Clause 11.6 - Environmental disturbance.

F:..... V:..... T:.....

93 Clause 11.7 - Works cleaning and clearing.

F:..... V:..... T:.....

94 Clause 11.8 - Vermin.

F:..... V:..... T:.....

95 Clause 11.9 - Overhand work.

F:..... V:..... T:.....

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96 Clause 11.10 - Instruction manuals and guarantees.

Clause B11.10 shall be deleted in its entirety and replaced with:

The Contractor shall obtain and hand over to the Principal Agent on practical completion any operating and maintenance instruction manuals data or instructions required by the Principal Agent or provided by manufacturers, suppliers or Subcontractor.

The guarantees shall state that workmanship, materials and installations are guaranteed for a specified period of twelve months reckoned from the date of handover of the installation to the building operator and that any defects in the workmanship, materials and installation that may arise during that period, shall be made good at the expense of the contractor / subcontractors doing the work, upon written notice from the principal agent or the employer to do so.

The expiry of the twelve month guarantee period shall in no way relieve the subcontractor of any of his obligations and/or responsibilities in respect of latent defects in terms of Clause A27 hereof.

The contractor shall cede to the employer the remainder of any equipment guarantee which he has received from his suppliers and which extends beyond the period of twelve months mentioned herein.

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97 Clause 11.11 - As built information.

Clause B11.11 shall be deemed to be amended by the addition of the following:

The Contractor shall ensure that at the end of the Project the following drawings and information are submitted to the Principal Agent:-

- a) Water Reticulation Layout – showing the position of the pipe runs, geyser locations, stopcock locations and all other relevant information.
- b) Fire Services Reticulation Layouts – showing the position of the pipe runs, stopcock locations, valve locations and all other relevant information.
- c) Plumbing and Drainage Layout – showing the positions of main pipe runs, vent pipes, inspection/access eyes, manhole positions and all other relevant information.
- d) Electrical Layouts – showing the position of cable trays and all other relevant information.
- e) Air-conditioning Layouts – showing the position of the main duct runs and all other relevant information.
- f) In addition, copies of the Structural Engineer’s drawings showing the positions of construction breaks and the extent of individual concrete pours are to be maintained for record purposes and are to be submitted to the Principal Agent and the Structural Engineers for their records, at the end of the Project.
- g) All such as built drawings are required to be lodged prior to the issue of the Works Completion Certificate.

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98 Clause 11.12 - Tenant installation.

Clause 11.12 shall be deleted in its entirety and is replaced with:

11.12.1. Tenant Scope Requirements - By Others:

These Bills of Quantities includes measured work or budgetary allowance to be executed in accordance with "Tenants' requirements". The contractor accepts that, depending upon leasing progress, such work, other than where tenants requirements are known in time to reasonably enable the contractor to complete such work within the construction period or such extended period as may be allowed under clause A29 may, at the principal agent's discretion, be omitted from his contract and executed under separate contract/s. In such case, the contractor shall allow access to the handed over areas of the works to allow such separate contractor to proceed with such work prior to handed-over and/or expiry of the defects liability period.

The contractor hereby accepts that he shall not receive any profit mark-up on the omitted work and that no claim for loss of profit shall be entertained.

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SECTION C - ADDITIONAL PRELIMINARIES

99 **1. CONTRACTOR TO BE RESPONSIBLE**

The contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this contract. The contractor shall therefore be solely responsible for all aspects of the construction of the works including but not limited to quality, safety, management, resourcing, programming and co-ordination of sequencing of work all as required for the type of project described within the time limits and quality standards specified

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100 **2. COST OF CLAIMS**

All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor

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101 **3. DIRECT CONTRACTORS**

The Employer and the tenants shall have the right to employ other Contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works whether contained in this Contract or not, concurrently with the work being executed under this Contract.

In addition, the Employer and the tenants shall have the right to send on to the Works any furniture, furnishings, curtaining, carpeting and fittings and have same installed by his own employees or by Direct Contractors. The Contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "Direct Contractors" but shall nevertheless allow these Direct Contractors and the Employer's employees to have access to the Works, allocate reasonable space in the building for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of the above, Contractors are advised that the following works will be carried out by the Employer or tenants and/or their direct Contractors and the value of such work is not included in this Contract:

- Furniture
- Equipment
- PABX systems, telephones and cell phones
- Computers, CCTV and IT installations
- Signage
- Parking control equipment

The contractor should allow for early occupation for the installation of these facilities, specifically computer room(s), to enable the direct contractors to finish their respective installations on or before practical / sectional completion.

A detailed schedule indicating the anticipated early occupation dates for the various items shall be agreed between the contractor and the principal agent

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102 **4. CONFIDENTIALITY**

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings wherever necessary. Such information shall not be used in any way except in connection with the execution of the works

No information regarding this project shall be published or disclosed without the prior written consent of the employer

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103 **5. QUALITY MANAGEMENT**

TESTS AND INSPECTIONS PRIOR TO DELIVERY

All specialist plant and equipment, subject to the principal agent's sole discretion, is subject to acceptance tests, which shall be arranged in the premises of the subcontractor / supplier within 10 days of notification that such plant or equipment is available for testing. The subcontractor shall inform the Contractor in writing, indicating the exact dates for these acceptance tests during the course of the last month of manufacture of such plant or equipment.

Should no inspection have been made by the date indicated by the subcontractor as set out above, the equipment will be deemed as accepted and packed accordingly for delivery.

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104 **6. STANDARD CONTRACT HANDOVER PROCEDURE**

Without derogating from the provisions of Clauses A24, 25 and 26, the contractor shall comply with the Contract Handover Procedure as instructed by the principal agent as set out below:

Before Consultants will react to a request to attend to inspections, the following procedures needs to be followed:

(Applicable to defects lists, practical completion, as well as any re-inspections)

- a) All incorrect work instructions (A17) issued in regard to a specific area must be signed off.
- b) Proof must be provided that the Contractor compiled a defects list themselves and that the senior person in charge checked these lists and signed them off.
- c) Areas must be cleaned out properly and no workmen will be allowed on floors during inspections.

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105 **7. ROYALTIES, PATENT RIGHTS AND FEES**

The contractor shall indemnify the employer against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification

All payments and royalties payable in one sum or by instalments or otherwise, shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable.

In the event of any claim being made or action brought against the employer arising out of the matter referred to in this clause, the contractor shall be promptly notified thereof and may, at his own expense, conduct negotiations for the settlement of the same and/or litigation, that may arise there from. The employer shall not, unless and until the contractor shall have failed to take over and conduct the negotiations of litigation, make any admission which might be prejudicial thereto.

The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the employer such reasonable security as shall from time to time be required by the employer, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the employer may become liable in respect of such infringement as aforesaid. The employer shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so.

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106 **8. GREEN STAR BUILDING RATING**

Not Applicable.

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107 **9. OVERLOADING**

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works, e.g. scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc., to the **principal agent** for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense.

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108 **10. SECURITY AT COMPLETION**

At completion, the **contractor** shall leave the **works** secure with all accesses locked. The **contractor** shall account for and hand over to the **principal agent** all keys, properly labelled with an itemized schedule to be signed by the **principal agent** as receipt.

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109 11. TESTS AND INSPECTIONS PRIOR TO COMPLETION

All specialist plant and equipment, is subject to acceptance tests, which shall be arranged in the **works** of the **contractor** and/or **subcontractors** and/or supplier within 10 days of notification that such plant or equipment is available for testing. The **contractor** and/or **subcontractor** and/or supplier shall inform the **principal agent** in writing, indicating the exact dates for these acceptance tests during the course of the last month of manufacture of such plant or equipment.

In the event that the **principal agent** or his representatives cannot witness such tests, the employer may:

appoint a specialist inspection organisation to witness such tests at his expense on behalf of the **principal agent** or his representatives.

OR

accept the **contractor** and/or **subcontractor's** and/or supplier's certificate testifying as to the quality and performance of the specialist plant/equipment so supplied.

Should no inspection have been made by the date indicated by the **contractor** and/or **subcontractor** and/or supplier as set out above, the equipment will be deemed as accepted and packed accordingly for delivery.

The final acceptance will take place on site in the presence of the **contractor** and/or **subcontractor** responsible for the commissioning of the equipment. The **principal agent's** representative shall also be present.

The **contractor** and/or **subcontractor** and/or supplier shall demonstrate to the **principal agent** the full scope of operation of the installation and shall ensure that he is satisfied that the principal agent is fully aware of all the operational aspects of the installation prior to handover at **practical completion** stage.

The **principal agent** shall be afforded access at all reasonable times to such part of the works on site or at the **Contractor** and/or **subcontractor's** and/or supplier's premises or the premises of the manufacturer of component parts, as may be necessary for the purpose of inspecting, examining and testing the materials, workmanship and performance of any plant or equipment for the works.

The **contractor** and/or **subcontractor** shall be responsible for the tests required by any local statute, building regulation, etc.

Any breakdown or mechanical failure and any damage or consequential losses which may arise from such breakdown, mechanical or structural failure, will be the responsibility of the **Contractor** and/or **subcontractor** and/or supplier.

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110 **12. ACCESS TO SITE AND MAINTENANCE OF ROADS**

The **contractor** is to be ensure that all municipal roads which border the site used by the **contractor** are kept clean and clear of all obstructions during the duration of the **Contract** and any damages which may occur as a result of the building operations, deliveries, etc will be rectified by the **contractor** on completion.

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111 **13. QUALITY CONTROL AND QUALITY ASSURANCE**

The **contractor** shall be required to provide suitably qualified and experienced staff capable of executing the work to the required standard and quality.

Definitions:

The following definitions are applicable:

1 Quality Policy: The overall intentions and direction of an organisation as regards quality.

2 Quality System: The organisational structures, responsibilities, procedures, processes and resources for implementing quality policy.

3 Quality Control: The operational techniques and activities that are used to fulfil requirements of quality.

4 Quality Assurance: All those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.

Generally

The **contractor** shall submit his quality policy and comprehensive quality system proposals prior to appointment and within one week of being requested by the principal agent to do so. The quality system shall be drawn up to meet the requirements set out herein and incorporating all additional requirements and controls the contractor considers necessary for effective quality control and assurance of products and service. The **contractor** shall provide dedicated and experience staff capable for implementing the proposed quality system.

The **principal agent** shall comment on the quality system within two weeks of receipt of same for the contractor outlining additions or amendment considered necessary for acceptance of the quality systems. The **contractor** shall meet with the **principal agent** and amend the contents of the quality systems according to the **principal agent's** comments. Amendments to the system shall be made within one week of the principal agent's comments. Upon final acceptance of the quality system, it shall form a quality manual which shall, inter alia, contain the following:

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1. Quality policy,
2. Organisational goals and structures,
3. Internal audit plan incorporating resources, documentation, procedures and processes, etc.
4. Record keeping,
5. Reports: format and content,
6. Follow up actions and audit finding,
7. Testing: including outside testing by CSIR, SABS, PCI and others,
8. Measurement control,
9. Non-conformance: identification, review, corrective action, prevention of recurrence, etc.

The acceptance of the quality system by the **principal agent** does not supersede or negate any other quality control conditions stipulated elsewhere in the contract documentation and in the instance of contradiction of requirements being identified, specific requirements shall override general requirements. Acceptance of the system by the **principal agent** shall not in any way supersede, negate or alter the intent, content or interpretation of the specification or conditions of contract specified elsewhere in the contract documentation. Acceptance of the system by the principal agent does not in any way relieve the **contractor** of his responsibility to satisfy the conditions of contract and to achieve and maintain the specified standards. The quality system is an audit procedure and does not necessarily describe the **contractors** total responsibility in terms of quality control.

The **principal agent** may from time to time call for the quality control assurance data sheets for random checking of:

- The manner in which the system is being administrated
- The technical acceptability of the contents of the sheets, and
- The effectiveness of the system in controlling the attainment of the required end product.

If the system is found to be inadequate or ineffective the **principal agent** will have the right to declare the system or parts thereof as being areas of "non-performance". In the event of the **principal agent** instructing the **contractor** by an architect's instruction of an area of "non-performance" the following options may be implemented by the **principal agent** at no additional costs to the client and without any claim for delays:

The structure for approval may be altered necessitating the signature of quality control and assurance data sheets by designated members of the professional team before work of a particular nature and/or in a particular area can proceed through the various check stages of the system.

The structure of the system may be altered by extending the detail of checking required by the system and/or the frequency at which check sheets have to be produced.

The geographical boundaries of a typical checking operation may be altered thereby requiring the **contractors** to perform more comprehensive checks on smaller portions of the work

The **contractor** shall react immediately to an instruction by the principal agent regarding

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any alteration to the procedure of the system. On receipt of an instruction on any “non-performance” from the principal agent the contractor shall not proceed with any of the affected work until the acceptance of the revised procedure has been obtained from the principal agent.

Once the **principal agent** is satisfied that the revised quality control and assurance procedures are effective, the **contractor** will be informed by means of an official **principal agent’s** instruction of the extent to which the system may revert back to the **principle** of “management by exception”. It is envisaged that the system should generally operate on such a basis and providing the results are satisfactory, the **contractor** is not expected to attain approval by counter-signature of every quality control data sheet.

In instances where up-front inspection is an industry norm (e.g. inspection of reinforcing by the structural engineer) or where the specification demands such inspection, the **contractor** must take this into account when compiling the quality control system.

It is envisaged that “samples and mock-ups” shall be extensively used to define the accepted standards of workmanship and materials to be used. A lockable sample room with shelving must be provided by the contractor to accommodate all loose samples for the duration of the project. The **contractor** shall also prepare and maintain a register of all samples indicating numbers, date, bill of quantities and specification reference, approval and relevant documents.

The **principal agent** will submit a quality report indicating areas of concern with regard to the quality of the project. The **contractor** is to remedy the works within a two week period or supply the **principal agent** with a programme indicating the duration of remedial work for specific items. Such programme will be subject to the reasonable approval of the **principal agent**.

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112 14. COMMISSIONING AND TESTING

The **contractor** and/or **subcontractor** shall commission and test the entire installation at his own expense, including provision of all test equipment. Such testing is to be done in the presence of the **principal agent**, who shall have been notified of the dates and approximate duration of the tests, sufficiently in advance so as to allow attendance at such tests.

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113 15. MEDIA RELEASES, ADVERTISING, ETC

All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project, shall vest with the **employer**.

The **contractor** together with his **subcontractors** shall not, without the written consent of the **employer**, cause any statement or advertisement to be printed, screened or aired by the media.

F:..... V:..... T:.....

114 16. SITE INSTRUCTIONS

Contract Instructions issued on **site** are to be recorded by the **pincipal agent** in a Site Instruction Book which will be issued by the **principal agent** and which shall be maintained on **site**. **Only site Instructions issued in such book shall be recognized.**

F:..... V:..... T:.....

115 17. CONDEMNED WORK

The contractor shall remove from the site all materials not conforming with the relevant specification and condemned by the principal agent, whether incorporated in the works or not. He shall replace such material and re-execute the affected work in accordance with the contract and without expense to the employer.

The contractor shall also bear the expense of making good any other work damaged or destroyed by such removal or replacement.

F:..... V:..... T:.....

116 18. PHOTOGRAPHIC RECORD

A two weekly photographic record is to be provided by the contractor, recording the state of progress of the works. Copies of each photograph annotated with the location and date, are to be made available to the employer via the principal agent.

F:..... V:..... T:.....

Carried Forward R

Section No. 1
Bill No. 1
Preliminaries and General

Brought Forward R

117 **19. OCCUPATIONAL HEALTH AND SAFETY**

The **contractor** shall

- Provide the necessary skilled and competent management to supervise and monitor compliance with the requirements of the Occupational Health and Safety Act of 1993 Construction Regulations.
- Comply with the Health and Safety Specification for the **works**.
- Agree with the Health and Safety Consultant the Health and Safety Plan for the **Works**.
- Co-operate with the Health and Safety Consultant in all respects.
- Manage the compliance of all **Sub-Contractors** with the Regulations, and with the Health and Safety Plan and Specification.

F:..... V:..... T:.....

118 **20. DUST CONTROL**

The **contract** will be executed in close proximity to existing tenanted buildings. The **Contractor** shall take all necessary precautions and measures to ensure the acceptable control of all dust associated with the **Works** within reasonable acceptance of the Principal Agent. These controls will include for all necessary watering down for the duration of the **contract**.

F:..... V:..... T:.....

119 **21. SITE CLEANING**

The **contractor** is responsible for keeping the works clean and neat at all times. The contractor should further remove all excess rubble, packaging and the like at their own cost.

F:..... V:..... T:

120 **22. INFORMAL TRADING**

The **Contractor** shall not permit any form of informal trading to occur at the entrance to or on the external perimeter of the site.

F:..... V:..... T:.....

Carried Forward R

Section No. 1
Bill No. 1
Preliminaries and General

Brought Forward R

121 23. GENERAL

The **Contractor** shall be liable to provide all special scaffolding and access equipment for the full execution of the works with the exception of Nominated or Selected Subcontractors

F:..... V:..... T:.....

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Final Summary R

Section No. 1
Bill No. 1
Preliminaries and General

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Item No		Unit	Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>The tenderer must allow for all access equipment and special scaffolding required to complete the work in this tender. No claims will be entertained in this regard.</p> <p>Tenderers are advised to visit the site to acquaint themselves fully as to the conditions on site as no claim in this regard will be entertained.</p> <p>Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p> <p>Descriptions as referred to in these Bills of Quantities are intended for reference purposes only and where discrepancies between the Bill items and the drawings occur, the drawings shall take preference. Such discrepancies shall be qualified by the tenderer and failure to do so shall indemnify the Employer and/or his agents against any additional costs, etc. resulting from such discrepancies.</p> <p>This Bill of Quantities should be read in conjunction with the tender drawings as per Annexure G</p> <p><u>PREAMBLES</u></p> <p>Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p>				
	Carried Forward				R
	Section No. 2 Bill No. 1 Alterations				

PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ

<p style="text-align: right;">Brought Forward</p> <p><u>Old Materials.</u></p> <p>Old materials where there is a salvage value component, tenderers are to price this under the relevant item under this section.</p> <p><u>Notices.</u></p> <p>Special care is to be experienced not to interfere unnecessarily with any electrical or telephone installation that may be met and due notice is to be given to the Principle Agent when any disconnections or removal of wires, fittings etc., are necessary for the execution of th works.</p> <p><u>Demolitions.</u></p> <p>All demolition work to be carried out in accordance with the Local By-Laws and to the requirements of the Local Health Authorities.</p> <p>All demolition work is to be carried out in strict accordance with the instructions and to the satisfaction of the Principle Agent.</p> <p>The tenderer attention is also drawn to the general house rules as per Annexure FF</p> <p>Before any major demolitions can occur, all affected areas are to be made safe</p> <p>Where existing post tensioning slabs are demolished, the contractor is to provide all temporary supports, crash decks, etc to ensure this demolition is executed in a safe and proper manner.</p>			R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 2 Bill No. 1 Alterations</p>			R	

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

<p style="text-align: right;">Brought Forward</p> <p><u>Temporary coverings, screens,etc.</u></p> <p>The Contractor will be held responsible for any damages to property or goods in the existing buildings due to the contractor not having taken adequate precautions and all damage caused is to be made good at the contractors expense. The contractor must allow for providing all necessary plastic or wood framed screens, partitions, tarpaulins, barriers, etc, to protect the work and prevent any nuisance from dust as may be required or directed.</p> <p><u>Damage to persons or property.</u></p> <p>The Contractor will be held responsible for any damage to persons or property and for the safety of the structures and the contractor is to allow for protection and indemnifying persons using the existing building operations, including providing necessary barriers, signs, etc.</p> <p><u>Making good.</u></p> <p>Prices for all works described throughout the Bills of Quantities are to include for making good, whether specifically mentioned or not in all trades, unless otherwise described.</p> <p>The Contractor must make good to existing work damaged or disturbed through alterations and to existing work remaining after doors, windows, screens , fittings, walls etc. are removed, by fitting in short lengths of skirtings, architraves, etc. and taking out and making good suspended ceilings and floors on necessary joists, etc., plaster finishings to walls and ceilings and rendering, floor tiles, etc., to floors facing up walls with brickwork cut, toothed and bonded to existing with facing bricks, quarry tiles or common brickwork to receive finishings unless otherwise described.</p> <p>All materials in making good are to match existing and the work is to be left complete and perfect in every aspect.</p>			R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 2 Bill No. 1 Alterations</p>			R	

<p style="text-align: right;">Brought Forward</p> <p><u>Taking out.</u></p> <p>Taking out doors, screens, windows, fittings, etc. is to include for their removal complete with frames, ironmongery, glass, etc. for removing architrave's, quadrants skirtings, blinds, burglar guards and all the accessories to walls, reveals and round openings and for making good as previously described to walls, reveals, etc. unless otherwise described.</p> <p><u>Forming of openings.</u></p> <p>Forming plain, window or door openings is to include for cutting through as previously described, forming brick or concrete lintels over, including all reinforcement, formwork, etc. and for making good as previously described to floors, reveals, etc unless otherwise described.</p> <p><u>Building in.</u></p> <p>Building in new or re used doors, windows, etc. into formed openings in existing brick or concrete walls is to include for wedging up, cutting mortices, for running in lugs 3:1cement mortar or for plugging and screwing as necessary and bedding and pointing all around frame in cement mortar.</p> <p><u>Fixing in position.</u></p> <p>Fixing new and re-fixing existing materials is to include for cutting and fitting over existing skirtings, cornices, quadrants, etc. or for cutting existing work and for finishing up to new and for making good as previously described.</p> <p>Re-fixing existing materials is to include for all necessary cutting to suit, forming mitres, fair ends, etc, for supplying short lengths of new materials to make up for any deficiencies and for supplying new screws, nails, etc, as is necessary. Re-fixing existing doors, windows, fittings, etc. is to include for building in complete with frames,quadrants, window boards, water bars, glass, ironmongery, etc, unless otherwise described and for overhauling, adjusting, easing and oiling ironmongery.</p>			R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 2 Bill No. 1 Alterations</p>			R	

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

<p style="text-align: right;">Brought Forward</p> <p><u>Junction of new and existing.</u></p> <p>Making good at junctions of and existing work is to include for piercing out, cutting through and removing short lengths of existing materials and for jointing to match existing.</p> <p><u>General.</u></p> <p>Prices for the demolition of any portion of the structure shall include for its demolition complete with all surfaces finishes such as plaster, screeds, etc. all attached items of joinery such as skirtings, and all reinforcement, conduiting, pipes, lintels, etc. built into that portion of the structure.</p> <p>Prices for the removal of doors and frames shall include for the removal of fanlights, ironmongery, architrave's and other associated trim.</p> <p>Prices for the removal of sanitary fittings shall include for the removal of all pipework, taps, traps, valves, brackets and fittings.</p> <p>Prices for the removal of windows shall include for the removal of glass, louvres, burglar bars attached to the window sills and blinds.</p> <p>All work must be done carefully as to not damage or harm any existing adjoining surfaces. Any damage that occurs will be repaired to the same as the original at the Contractor's expense.</p> <p>The Contractor is advised to check all dimensions and heights affecting the existing buildings on site against those indicated on the drawings, as the contractor will be held responsible for all new work being of the correct sizes. Should any discrepancies be found, the contractor is to refer them to the Principle Agent for correction, before proceeding with the work.</p> <p>Where material is described as to match existing it will be the responsibility of the Contractor to ascertain that the material matches the existing in all aspects, (Aesthetical, structural or functional).</p>					R
<p style="text-align: right;">Carried Forward</p> <p>Section No. 2 Bill No. 1 Alterations</p>					R

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Brought Forward				R
<u>Hacking up/off and removing, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc.</u>				
6	Average 100mm thick screeds including grinding existing slab smooth.	m2	13,835	
<u>Carefully remove all dirt and debris in existing full bore outlets on roof areas, complete all as per the architects specifications and approval</u>				
7	Carefully remove and flush out all debris and dirt in full bore outlets, including making good full bores complete, flushing out full bores are to be done with high pressure jet cleaning and a camera survey to be done upon completion of cleaning to ensure all full bores are clean and clear of any debris or dirt all as per the architects specifications and approval	No	473	
<u>REFURBISHMENT OF EXISTING RAINWATER GOODS</u>				
<u>Clearing out of rainwater goods:</u>				
8	Clearing out fibre cement eaves gutters internally, rake out joints and re-seal with a polysulphide sealant.	m	2,474	
9	Dismantle and clean out fibre cement eaves gutters, re-assemble with new gutter bolts and re-seal with a polysulphide sealant.	m	4,127	
10	Clear out existing valley linings of all vegetation and debris.	m	3,471	
11	Clear existing eaves gutters and rainwater outlets of all vegetation and debris.	m	4,177	
12	Clear existing full-bore outlets and storm water inlets of all vegetation and debris.	No	857	
<u>MAKING GOOD OF FINISHES ETC</u>				
Carried Forward				R
Section No. 2 Bill No. 1 Alterations				

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Brought Forward							
<u>Making good brickwork with internal one coat plaster.</u>							
13	Plastered walls where 230mm brick walls removed.	m2	485				
<u>Making good brickwork with external one coat plaster.</u>							
14	Plastered walls where 230mm brick walls removed.	m2	485				
<u>ACCESS TO ROOFS, ETC.</u>							
15	The tenderer is to make sufficient allowance for hoisting materials, scaffolding, cranes, etc. where required. The contractor is also to ensure that Prasa Park Station operations are not affected in any way when carrying out the works where required.			Item			
<u>RUBBLE REMOVAL</u>							
Note: The following item is for the rubble removal on roofs not related to the scope of works only when instructed by the Principle Agent.							
16	Removal and cart away of rubble, debris, and dirt from roof areas and cart away of site			Item			
<u>BUDGETARY ALLOWANCE</u>							
<u>The following work to be executed by the contractor and paid for in terms of the relevant clauses of the conditions of contract</u>							
17	Provide the amount as indicated for stripping of existing services and reconnecting services in working areas			Item		50,000.00	
18	Provide the amount as indicated for sundry alterations.			Item		50,000.00	
19	Provide the budgetary allowance amount of R650,000.00 (Six Hundred and Fifty Thousand) for re routing of existing services			Item		650,000.00	
Carried Forward to Summary of Section No. 2							
Section No. 2							
Bill No. 1							
Alterations							

Item No		Unit	Quantity	Rate	Amount
	<p><u>BILL NO. 2</u></p> <p><u>WATERPROOFING</u></p> <p>The contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2008 edition) and the Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.</p> <p>No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs, and flood testing as required</p> <p><u>DAMP PROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer of 0.325mm polyolefin damp-proof course complying with the requirements of SANS 952 (type B)</u></p>				
1	<p>On walls, stepped up in cavities, under cills, etc.</p> <p><u>WATERPROOFING TO ROOFS, BASEMENTS, SHOWERS, ETC</u></p> <p>The Contractor shall allow in his rates for testing the waterproofing for water tightness by ponding the waterproofed surfaces for a period of at least 48 hours before application of the protection layer. Should any leaks occur the contractor shall remedy them at his own expense. Waterproofing to be installed by an approved Derbigum Contractor under a ten-year insurance backed guarantee.</p>	m2	86		
	Carried Forward				R
	<p>Section No. 2 Bill No. 2 Waterproofing</p>				

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

	Brought Forward			R
	<u>Derbigum SP4:</u>			
	<u>Roof area to be cleaned and prepare screed on concrete roofs, prime with Bitchumen primer, apply Two layers of Derbigum SP 4mm waterproofing membrane with side laps of 75mm and end laps of 100mm, provide Debrigum Collar at Siant Gobain "Pipelines" roof outlet, fully sealed to and including bitumen primed surface by torch on fusion, finished with 2 coats of ABE "Silvakote" paint to be done by specialist and is to include a 10 year warranty by specialist against all defects, including maintenance to waterproofing, etc. complete</u>			
2	On screeded roofs to falls.	m2	13,835	
	<u>50mm Thick high density polystyrene on concrete roof all as per manufacturer's instruction</u>			
3	On concrete roof on torched on waterproofing (elsewhere measured)	m2	13,835	
	<u>PROTECTIVE ROOFING PAINT</u>			
	<u>Two coats "Silvakote" bituminous aluminium paint</u>			
4	On waterproofing to roofs	m2	13,835	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 2			
	Waterproofing			

Item No		Unit	Quantity	Rate	Amount
	<p><u>BILL NO. 3</u></p> <p><u>SUPPLY AND INSTALLATION OF ROOF SHEETING OVER EXISTING ROOF SHEETS</u></p> <p><u>User note:</u></p> <p>Supplementary preambles in connection with fixing of sheeting and accessories and laps are to be inserted when the Model Preambles for Trades (or other preambles not covering the fixing of sheeting and accessories and laps) are used</p> <p>When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</p> <p>Where roof coverings are fixed on top of rigid board insulation to purlins etc descriptions of roof coverings are to include therefore</p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and applicable preambles as specified in the Trades.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Notes:</p> <p>Procure, fabricate and erect complete the following Roof Sheeting, including all sky- forming on site, cranes for the sky forming equipment, cleats, packers, spacers, fixings, bolting, cranking, forming stopped ends, and notching etc. all fixed in strict accordance with the manufacturer's recommendations and Global Roofing Solutions</p> <p><u>Guarantee</u></p> <p>A written and approved 10 (ten) year guarantee for materials, site-workmanship and water tightness shall be issued after the final inspection of concealed-fix roofing by the sheeting supplier.</p>				
	Carried Forward				R
	<p>Section No. 2 Bill No. 3 Roof Sheeting</p>				

<p style="text-align: right;">Brought Forward</p> <p><u>REMOVAL OF DEBRIS ON ROOF, ETC.</u></p> <p>All debris, swarf, etc arising from the fixing of the cladding or sheeting, shall be removed from the sheeting as the fixing progresses. In addition, off-cuts of insulation, surplus fasteners, sealants, mandrels from pop rivets, off-cuts of sheeting, surplus flashing, food packaging, cartons, bottles, cans, etc shall not be left on the roof or in the gutters. Care shall be taken to ensure that no such material enters, blocks or partially impedes the flow of water into the outlets, down pipes, etc.</p> <p><u>PROTRUSION THROUGH SHEETED SURFACES</u></p> <p>Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugations.</p> <p><u>SAFETY</u></p> <p>The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity. The contractor is to ensure also exercise special measures with the skyforming equipment and cranes.</p>			R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 2 Bill No. 3 Roof Sheeting</p>			R	

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

	Brought Forward			R
<u>HANDLING AND STORAGE</u>				
<p>The contractor shall ensure that all materials used on site for roofing/cladding, be transported, handled and stored in accordance with the manufacturer’s recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor’s expense. Repair of damaged material will not generally be permitted.</p>				
<u>REMOVAL OF EXISTING WORK</u>				
<u>Demolishing and removing:</u>				
1	Remove existing Roof sheets where possible fixed to the roof and cart away off site	m2	22,092	
2	Removal of existing gutter	m	423	
3	Removal of existing downpipes	m	232	
4	Removal of existing drip flashing	m	632	
5	Removal of existing corner flashings	m	746	
6	Removal of existing headwall flashings	m	954	
<u>OVER SHEETING PROFILED METAL SHEETS AND ACCESSORIES</u>				
		Carried Forward		R
<p>Section No. 2 Bill No. 3 Roof Sheeting</p>				

Brought Forward				R
	<p><u>Global Roofing Solutions 700mm cover Klip-Tite TM Profile roll-formed in continuous lengths from 0.58mm thick galvanised steel, Z200 spelter is Q550 Chromadek® fish eagle white finish topcoat and Pebble grey backing coat roof sheeting, fixed to Steel intermediate purlins at max 2500mm centres and eaves as well as ridge purlins at max 2100mm Centres (final spacing to be calculated by an Engineer) using KL700 plus clips fixed with 10 No. 16 X 16mm long self-drilling wafer head ph2 screws, No. 3 drill point fasteners (fastener lengths may vary depending on the insulation used or requirements), all following the manufacturer's specifications by a GRS approved contractor.</u></p> <p><u>Note: Klip-Tite TM must be supplied with approved Global Roofing Solutions over-roofing system and requirements. All to the architects approval, including turning up end at ridges and all the necessary fixtures, stop ends and fittings.</u></p> <p>Colour "Fish Eagle White topcoat and top surface with standard pebble grey backing coat":</p>			
7	Fixed to galvanised purlins on existing sheeted roofs	m2	22,092	
	<u>ROOF INSULATION</u>			
	<p><u>135mm Thick Flexiwool Class A Fire Rated - Non combustible insulation with Ecosse Binder, Butt jointed and laid taut over "IBR 686" Roof Sheeting in Global Roof Solutions over- roofing system complying with SANS 428:2007, all in accordance with manufacturers recommendations and as per the architects approval</u></p>			
8	Insulation laid taut over purlins (at approximately 1700mm centres) and fixed concurrently with roof sheeting, battens, purlins, etc.	m2	22,092	
	<u>FLASHING</u>			
	Carried Forward			R
	Section No. 2 Bill No. 3 Roof Sheeting			

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Brought Forward				R
<u>0.6mm material to match Roof Sheeting specification as detailed include notching, clips, poly closures, cross-linked, closed cell, expanded polyethylene narrow flute polyclosers, silicone sealing and fixing complete</u>				
9	Drip Flashing to side of building 240mm girth, bent three times	m	589	
10	Gutter flashing behind gutters 580mm girth, bent three times	m	3,811	
11	Typical barge flashing concealed fix of 600mm girth, bent three times	m	3,256	
<u>DOWNPIPES</u>				
<u>0.6mm "Chromodek Charcoal Grey": material four times bent and crimped to form downpipe size 360mm diameter, including holderbats, fixing to structural steel gutter outlet, hoisting into position. Etc.</u>				
12	Downpipes	m	700	
13	Extra over downpipe for bend	No	100	
14	Extra over downpipe for shoe outlet	No	100	
<u>ACCESS TO ROOFS</u>				
15	The tenderer is to make sufficient allowance for hoisting the materials to the top of the roof where the over roofing system is required. The contractor is also to ensure that Prasa Park Station operations are not affected in any way when carrying out the works or hoisting materials to the top of the roof where required.		Item	
<u>BUDGETARY ALLOWANCES</u>				
Carried Forward				R
Section No. 2 Bill No. 3 Roof Sheeting				

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

SECTION SUMMARY - Builders Works

Bill No		Page No	Amount
1	Alterations	70	
2	Waterproofing	72	
3	Roof Sheeting	78	
Section No. 2		Carried to Final Summary	
			R

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Item No		Unit	Quantity	Rate	Amount
	<p><u>SECTION 3:</u></p> <p><u>BILL NO. 1</u></p> <p><u>PROVISIONAL SUMS</u></p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of descriptions of items fully described in the said Model Preambles will be entertained.</p> <p>Supplementary preambles are incorporated in these bills of quantities where necessary to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.</p> <p>NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to be a fixed price for the duration of this project.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p>				
	Carried Forward				R
	<p>Section No. 3 Bill No. 1 Provisional Sums and Budgetary Allowances</p>				

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

			R
Brought Forward			
6. The provision of water and lighting and of power to a point within 50 metres of the place where the subcontract work is to be carried out			
7. 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 works, special security and clearing away rubbish and the like			
<u>Taking delivery</u>			
Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged, submitting a report thereof to the interested parties and issueing vouchers for the receipt of such goods. The contractor shall store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur			
<u>Preliminaries</u>			
The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums"			
Clause 12.1.21 The contractor is herewith informed that no scaffolding is separately measured and scaffolding should be included in the bill rates where applicable			
<u>ELECTRICAL INSTALLATION</u>			
1 Provide the provisional sum of R500,000.00 (Five Hundred Thousand Rand) for the Electrical Installation complete	Item		500,000.00
2 Profit		%	
3 Attendance		%	
<u>FIRE PROTECTION SERVICES</u>			
4 Provide the provisional sum of R400,000.00 (Four Hundred Thousand Rand) for the protection installation	Item		400,000.00
Carried Forward			R
Section No. 3 Bill No. 1 Provisional Sums and Budgetary Allowances			

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

	Brought Forward			R
5	Profit			%
6	Attendance			%
	<u>MECHANICAL EXTRACTION AND AIRCONDITIONING</u>			
7	Provide the provisional sum of R500,000.00 (Five Hundred Thousand Rand) HVAC Installation	Item	500,000.00	
8	Profit			%
9	Attendance			%
	<u>STRUCTURAL STEEL</u>			
10	Provide the provisional sum of R4,200,000.00 (Four Million Two Hundred Thousand Rand) for the supply and installation of structural steel	Item	4,200,000.00	
11	Profit			%
12	Attendance			%
	<u>PLUMBING AND DRAINAGE</u>			
13	Provide the provisional sum of R500,000.00 (Five Hundred Thousand Rand) for the supply and installation of plumbing and drainage	Item	500,000.00	
14	Profit			%
15	Attendance			%
	<u>BUDGETARY ALLOWANCES</u>			
	<u>SUNDRY BUILDERS WORK</u>			
	Carried Forward			R
	Section No. 3 Bill No. 1 Provisional Sums and Budgetary Allowances			

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

	Brought Forward		R
	<u>The following work to be executed by the contractor and paid for in terms of the relevant clauses of the conditions of contract</u>		
16	Provide the budgetary allowance of R50,000.00 (Fifty Thousand Rand) for demolition works	Item	50,000.00
17	Provide the budgetary allowance of R50,000.00 (Fifty Thousand Rand) for fire sealing and core drilling	Item	50,000.00
18	Provide the budgetary allowance of R250,000.00 (Two Hundred and Fifty Thousand Rand) for sundry builders works	Item	250,000.00
19	Provide the budgetary allowance of R2,363,000.00 (Two Million Three Hundred and Sixty Three Thousand Rand) for Contingency, Surveys and scans as instructed by the Principal Agent	Item	2,363,000.00
	Carried to Final Summary		
	Section No. 3 Bill No. 1 Provisional Sums and Budgetary Allowances		R

**PARK STATION - ROOF REFURBISHMENT
FOR PRASA CRES
TENDER BOQ**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries and General	62	
2	Builders Works	79	
3	Provisional Sums and Budgetary Allowances	84	
	Sub Total		R
	Value Added Tax @ 15% (VAT)		R
	Carried to Form of Tender		R