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## A comparison between the June 1991 and Series 2000 JBCC Preliminaries editions

### Abstract

The use of 'standard' or 'model' preliminaries has simplified the tendering for and the administration of building contracts, entail economic advantages to all concerned. Minimal changes have been made to the preliminaries since the publication of the first standard document in 1981. There were few editorial changes while the established principles were not revised. However, the current Preliminaries (May 1998 edition or January 2001 edition), which forms part of the JBCC Series 2000 documentation, has been completely reviewed and differs substantially from previous editions. This article attempts to highlight these differences, and to provide some background to the origin and necessity of standard preliminaries and their evolution since they came into operation in 1981.

**Keywords:** Preliminaries, contract documents, standard documentation, tendering, administration, comparison.

### 'N VERGELYKING TUSSEN DIE JUNIE 1991 EN DIE JBCC 2000-UITGAWES VAN DIE VOORBEREIDSELS-DOKUMENT

Die gebruik van 'standaard' of 'model' voorbereidsels het die tender vir en administrasie van boukontrakte vereenvoudig en het verder ekonomiese voordele vir alle betrokkenes meegebring. Sedert die publikasie van die eerste standaard dokument in 1981 is geringe veranderinge aangebring en die enkele veranderinge was hoofsaaklik redigerend van aard sonder om die neergelegde beginsels te verander. Die Voorbereidsels (Mei 1998- of Januarie 2001-uitgawes), wat deel van die GBK Reeks 2000 dokumentasie vorm, het egter 'n algehele hersiening ondergaan en verskil heelwat van vorige uitgawes. Hierdie artikel poog om sodanige verskille uit te lig en om die agtergrond vir die ontstaan en noodsaaklikheid van standaard voorbereidsels en die veranderinge wat sedert die implementering daarvan gedurende 1981 voorgekom het, te verskaf.

**Slutelwoorde:** Voorbereidsels, kontrakdokument, standaarddokumentasie, tenders, administrasie, vergelykings.

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## 1. List of abbreviations

ASAQs	Association of South African Quantity Surveyors
BIFSA	Building Industries Federation South Africa
ISAA	Institute of South African Architects
JBCC	Joint Building Contracts Committee
PA	Principal Agent
PBA	Principal Building Agreement
P & G	Preliminaries and General
SAACE	South African Association of Consulting Engineers
SAIA	South African Institute of Architects
SAPOA	South African Property Owners Association
SECC	Specialist Engineering Committee
SSM	Standard System of Measuring Builders' (Building) Work.

## 2. Historical background

### 2.1 General

A trade called 'Preliminaries and Sundries' was for the first time introduced as part of 'standard' or 'model' documentation when using a list of probable items in the supplement to the third edition of the SSM. This (incomplete) third edition was published in 1966 in both English and Afrikaans by the then Chapter of South African Quantity Surveyors. The publication of this trade followed the failure by other bodies to introduce a 'Standard P & G' as can be derived from the following extract in the Architects' and Quantity Surveyors' yearbook (1959: 39) written by J S Lewis, the then Registrar of the ISAA: "Considerable thought has been given to a suggestion made during the ephemeral existence of the Joint Council — that a 'Standard P & G' should be produced. A team of lecturers at the School of Architecture of the University of the Witwatersrand, after much research, produced a draft. But the Constituent Bodies of the Institute, and the Central Council, have not yet been able to agree that such a document is practicable".

The fourth edition of the SSM was published in June 1971 and differed considerably from previous editions. The application clause under General Instructions of the fourth edition (1971: 1) indicates the main difference with the following: "This Standard System of Measuring Builders' Work, while aiming at uniformity in bills of quantities, is designed to lay down principles rather than to tabulate lists of items, with the object of making it comprehensive and adaptable." (This method has been adopted in all future editions). The trade name 'Preliminaries' was introduced for the first time and has become the accepted name for this trade (replacing the abbreviation 'P & G' generally used until then by those connected with the building industry).

The need previously described for the standardisation of the preliminaries items still existed and was further exacerbated by the proliferation and inconsistencies of items in this trade as compiled by individual quantity surveying firms. This caused problems relating to the interpretation and pricing of the trade. Contractors had to guard against leaving out any 'hidden items' when tendering on new projects. This considerably increased their risks and time spent on the tender process.

The various bodies had evidently not yet reached an agreement on a standard preliminaries in 1979. This fact was confirmed by De Leeuw at SAPOA's twelfth annual congress held in Johannesburg on the 13 and 14th of June 1979 where he stated the following: "In samewerking met BIFSA, die Vereniging van Bourekenaars en die Instituut van Argitekte word daar tans gepoog om 'n standaard Voorbereiding en Algemeen op te stel. Hierdie dokument sal vroeg aanstaande jaar vir kommentaar beskikbaar wees. Dit behoort baie vir die eiendomsweese te beteken."

## **2.2 ASAQS Preliminaries 1981, 1983 and 1988**

A document, the 'Standard Preliminaries', was finally drawn up by the Joint Study Committee and published in 1981 by the ASAQS for use with the 1981 standard building contract (commonly known as the old 'white form'). The constituent bodies of the Joint Study Committee were the ASAQS, BIFSA, ISAA and SAPOA. This document was intended to meet the need for standardisation as is evident from the following two items in its introduction:

- 1.1 "This Standard Preliminaries document has been compiled in the interest of standardisation of documentation in the building industry and should be used in a similar manner to that in which the standard form is at present used
- 1.2 The implementation of the use of standard documentation of this type should produce consequent economic advantages to all parties connected with the building industry and particularly to the professions and contractors. It should lessen disputes over preliminaries items and simplify the tendering for and administration of building contracts."

At a meeting held on 4 March 1983 (refer letter accompanying the 1983 Preliminaries) the Board of the ASAQS formally withdrew its support for the Standard Preliminaries document published by the Joint Study Committee and decided to publish its own document. The main difference between the 1981 and 1983 editions may be found in the underlying philosophy. The Joint Study Committee's document was intended for unaltered use, except in cases of unusual requirements on specific projects. The ASAQS's document was intended as a guide to good practice and could be altered at the discretion of the professional team.

The above *status quo* was retained with the publication of the next edition in 1988 for use with the 1981/88 standard building contract. However, the title of the document changed to Model Preliminaries to emphasise the fact that the document could be modified and/or altered by the professional team at their discretion. Unlike the 1983 edition, published unilaterally by the ASAQS, the 1988 edition was recommended and published by the ASAQS in consultation with BIFSA, ISAA and SAPOA.

### **2.3 JBCC documents**

The 1991 edition of the Preliminaries for use with the JBCC PBA was drafted under the control of the ASAQS and published in June of that year together with the other JBCC documents. The constituent bodies of the JBCC were (and still are) the ASAQS, BIFSA, ISAA(SAIA), SAACE, SAPOA and SECC. This edition was, for the most part, identical to the 1988 edition except for the deletion of a number of clauses covered in the JBCC PBA or in the Standard Preambles, and for minor editorial changes.

The JBCC completely reviewed its first set of standard documentation fairly soon after its publication which culminated in the publication of the JBCC Series 2000 'package' of standard documentation for use in both private and government contracts. Concurrent with the review of the JBCC documentation the ASAQS initiated the review of the 1991 Preliminaries under the chairmanship of professor H M Siglé. Two drafts were completed during 1993/1994, the one for use with the JBCC PBA and the other for use with the JBCC N/S Subcontract Agreement.

The publication of these drafts was delayed pending the review of the JBCC documents. In May 1997 it was decided to fully incorporate the Preliminaries under the JBCC and to resurrect the review committee to be chaired by an ASAQS representative. Mr M J Maritz, author of this article, was elected chairman. The aim of this committee is best described by the following extract from the minutes of its first meeting held on 29 May 1997: "... to edit the existing document which had been formulated for use with Bills of Quantities, but it became clear that it would be sensible to review the document with a view to it being used with both Bills of Quantities and without Bills of Quantities. It was also necessary to bring the document into line with the updated JBCC Principal Agreement."

The review committee agreed that the Preliminaries is primarily for administrative/management purposes, i e not for contractual conditions or method of measurement matters. The following aspects in particular should be considered:

- Line up with the JBCC PBA layout (must also be a 'stand alone' document)
- Embody the JBCC revisions e g use of PA
- Meet the needs of Lump Sum type contracts
- Respond to difficulties perceived and experienced in the industry.

The committee completed its task to a large extent towards the end of September 1997 and the document was finally approved by the JBCC Main Committee at its meeting of the 4th of March 1998. The final product differed from its predecessors not only on editorial matters and on certain details to be discussed under the next items, but also on important matters of principle and application.

**3. A comparison between the general aspects (not forming part of the Preliminaries) of the 1991 and Series 2000 JBCC Preliminaries editions**

**Cover page:** The qualification on the cover page that the Preliminaries are for use with the JBCC PBA has been omitted as the Preliminaries now form part of the JBCC Series 2000 documentation.

**Flyleaf:** A warning to users of the document of the inherent dangers of changing any part of the Preliminaries has been introduced on the flyleaf as well as a copyright notice.

**Explanatory notes and instructions:**

The introductory part is condensed into one paragraph replacing previous items 1 and 2 that contained details no longer relevant. It also omits the wording that the professional team may modify and/or alter the standard clauses at their discretion, as the intention is that the unaltered document should be used.

The part on how the document is structured has been expanded considerably, and contains more specific information on how the Preliminaries relate to the other JBCC contract and subcontract documentation. It further states that the Preliminaries are for use with both bills of quantities and lump sum documents.

The part on the instructions applicable to the use of sections A and B contains the following amendments (ignoring editorial changes only):

- The second paragraph under the previous item 4.1 of section A has been omitted as the specific use with the JBCC documentation is covered in the introduction
- The introductory note under section B has been expanded to incorporate the use of the Preliminaries with the N/S Subcontract Agreement
- The use of either a single \* or a double asterisk \*\* for use with alternative/optional items or insertion of related information has been replaced by either a single asterisk \* for optional items or items requiring information (selection and details which are to be included in the schedule) or a hash # requiring the selection of an alternative item.

**Table of contents:** An index to the main preliminaries clauses has been introduced for the first time.

#### **4. A comparison between some of the individual items of the 1991 and Series 2000 JBCC Preliminaries editions**

##### **4.1 Introduction**

The sub-committees responsible for drafting the Series 2000 edition not only critically evaluated the 1991 edition for correctness of contents, use of language, etc., but also considered the introduction of new items of relevance to make the document as comprehensive and adaptable as possible, and to create a wider application.

The committee ultimately responsible for the final drafting collated the standard Preliminaries of four major quantity surveying firms in South Africa, and together with the 1991 edition and drafts prepared by the previous sub-committee completed the draft for the Series 2000 edition. It was soon established that the proliferation of items in section C by certain quantity surveying firms was in most cases unfounded. These items often duplicated or contradicted matters covered elsewhere in the contract documentation or were inserted for a particular application and then re-used as 'standard special' items for all further projects without any relevance.

The Series 2000 Preliminaries also incorporated the use of the PA in lieu of the architect (or any other agents) to bring it in line with other JBCC documentation.

The choice of words is considerably more economical throughout the Series 2000 Preliminaries without changing the actual meaning of the contents between the 1991 and Series 2000 editions. Compare for instance the number of words used in the following two corresponding items relating to the same issue:

Item B1.2 (1991 Preliminaries)	49 words
Item 2.2 (Series 2000 Preliminaries)	21 words.

##### **4.2 Definitions and interpretation (clause: 1.0 — Series 2000)**

This is a new clause and the definitions listed are identical to those listed in the PBA or N/S Subcontract Agreement except when applicable to the Preliminaries only (i.e. the definition of Preliminaries). Items 1.2 to 1.6.5 relating to the interpretation of the preliminaries document are based on previous items 5.2 to 5.7 but substantially reworded.

**4.3 Documents (clause: 2.0 — Series 2000; B1 — 1991)**

- 2.1/B1.1 An index is to be provided for the tenderer to check the numbers of pages against
- There is a reduced responsibility for the tenderer to check the documents for correctness with the deletion of the following wording (underlined): ... full intent or meaning .... No liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes
- 2.3/B1.3 Reworded and with a paragraph added whereby the contractor and his subcontractors shall agree on due dates when the latter must be provided with outstanding information
- 2.5/B1.5 The time bar for depositing the priced documents is changed to 10 working days from the previous 14 calendar days and the in ink deleted for casting of items (obsolete)
- /B1.6 Omitted — covered in the JBCC PBA (see cl. 3.1)
- /B1.7 Omitted — covered in the JBCC PBA (see cl. 3.2)
- 2.6/B1.8 Reworded and with the last two paragraphs of B1.8 omitted as they are covered elsewhere in the JBCC standard documentation
- /B1.9 Omitted — covered in the JBCC PBA (e.g. definition of "contract documents").

**4.4 The site (clause: 3.0 — Series 2000; B2 — 1991)**

- 3.4/B2.4 Reworded and with the addition of the specific requirements of the employer to be described in the schedule
- 3.5/B2.5 The time bar is extended to be not only 10% of the construction period but also 20 working days after taking possession of the site whichever is the lesser
- 3.7/B2.7 Reworded and with the deletion of the previous second paragraph dealing with the measuring of work to known services (a SSM matter)

- 3.9/B2.9 The specific requirements of the employer are to be described in detail in the schedule with the omission of the previous instruction to measure special care or prescribed protection (a SSM matter)
- 3.11/B2.11 Now the joint responsibility of the PA and the contractor to inspect the adjoining properties. 'Adjoining' also replaces 'nearby' because the latter can be interpreted to also mean properties some distance away from the site that will be impractical to inspect.

**4.5 Management of contract (clause: 4.0 — Series 2000; B3 — 1991)**

- 4.1/B3.1 The previous instruction is deleted regarding the obtaining by the contractor of particulars of the sub-contractors' work as it is superfluous when read with the first sentence and in conflict with the PA's overall design responsibility
- 4.2/B3.2 It is made clear that the contractor is responsible for the programme of the works. A selection is no longer to be made where provisional bills of quantities are issued because of the preceding emphasis and the revised terms of item 2.3
- 4.3/B3.3 Reworded and with the deletion of the specific references for the employer's representative and the quantity surveyor to attend meetings.

**4.6 Samples and shop drawings (clause: 5.0 — Series 2000; B4 — 1991)**

- 5.1/B4.1 Reworded and with the words at his own cost deleted, thereby implying that the contractor will be entitled to be compensated for any costs incurred should the PA be unreasonable when ordering the contractor to furnish samples of materials
- /B4.3 Omitted — covered in the JBCC PBA (see cl. 28.2.2)

- 5.3 New item. Important to note that the production of shop drawings does not alter the design responsibility in terms of cl. 4.0 of the JBCC PBA.

**4.7 Temporary works and plant (clause: 6.0 — Series 2000; B5 — 1991)**

- 6.1/B5.1 Reworded. The contractor does not pay for plan approval fees as this item applies to fees for construction purposes only. The reference to provisional amounts for permanent connections is deleted as it is a SSM matter
- 6.2/B5.2 Reworded. The part on charges in connection with hoardings and use of pavements is deleted as it is covered in item 6.1
- /B5.3 Omitted — covered in item 6.1
- 6.4/B5.5 Expanded to include for temporary sheds and office accommodation for meetings
- /B5.6 Omitted. The requirement to measure special scaffolding prescribed in the fifth edition of the SSM (published in 1977) has become obsolete
- /B5.7 Omitted — covered in item 6.4.2
- /B5.8 Omitted — covered in item 6.4.3
- /B5.9 Omitted — covered in item 6.4.3
- 6.5/B5.10 Reworded and with the words "... of an approved design ..." added which replaces the instruction that the notice board has to comply with the requirements of the ISAA. Any specific requirements of the employer are to be described in the schedule
- 6.6/B5.11 Reworded and with the deletion of the instruction to apply for exemption from the Industrial Council. This item is now optional.

**4.8 Temporary services (clause: 7.0 — Series 2000; B6 — 1991)**

- 7.1 This is a new item and contains general information common to all the items under this clause

- 7.2/B6.1 Reworded. Although in a much shortened format the basic principles remain the same in all three alternatives
- 7.3/B6.2 Ditto
- 7.4/B6.3 The heading is more embracing and two alternatives are provided, the first for a telephone only and the second for a facsimile machine in addition
- 7.5/B6.4 The heading is more comprehensive but the principles remain the same in both alternatives.

**4.9 Prime cost amounts (clause: 8.0 — Series 2000; part of B7 — 1991)**

- 8.1/B7.1 The revised item for Prime Cost (PC) amounts differs substantially from the previous item in respect of the following:
- Amounts are provided for materials and goods delivered to the site as opposed to previous inclusive rates for the relevant items
  - Separate provision shall be made for pricing of overheads and profit and for fixing etc. as opposed to previous inclusive rates for the relevant items
  - The contractor is not required to price for waste — this is to be allowed for by the PA in the PC amount — as opposed to previous inclusive rates for the relevant items.

**4.10 Attendance on N/S subcontractors (clause: 9.0 — Series 2000; remainder of B7 — 1991)**

- /B7.2 Omitted — covered in the explanatory notes and instructions to the Preliminaries
- 9.2 Special attendance is now a separate item whereas it previously formed part of B7.3. Details thereof must be described separately in the schedule for each relevant subcontractor.

**4.11 Financial aspects (clause: 10.0 — Series 2000; B8 — 1991)**

This clause reveals the main changes between the Series 2000 and 1991 Preliminaries. It has been rewritten completely and the changes are particularly evident in item 10.3 (Series 2000) in respect of the adjustment of Preliminaries which differs significantly in principle and in application from its opposite number B8.3 (1991):

- 10.2/B8.2      An introductory paragraph has been added relating to the payment of the subcontractor's preliminaries subsequent to the contractor's selection of either Alternative A or B. (The second and third sentences of this paragraph in the May 1998 edition were, however, deleted in the January 2001 edition because they conflicted with the revised clause 32.12 of the PBA). The gist of the rest of this item, although substantially rewritten, remains basically the same
- 10.3/B8.3      The following are the most important changes in this item:
- It is clearly stated that the adjustment of the Preliminaries as the result of changes in time and/or value is a theoretical adjustment
  - The previous Method 1 is deleted because it was found to be inequitable to either the employer or the contractor e.g.
    - a) Additional preliminaries cost for the employer for an increase in subcontract values that have not affected the contractor's preliminaries or extended the original construction period
    - b) No compensation for the contractor for extension of time granted under the terms of the contract
  - Both alternatives A and B (the previous Methods 2 and 3) now have a 15 working day time bar for the contractor to provide the PA with the required information failing which default provisions shall apply

- Instructions, including default provisions, are given for the adjustment of Preliminaries in the case of sectional completion (the previous Method 2 was unsuitable for sectional completion)
- The adjustment of Preliminaries under Alternative B will only be applicable when the date of practical completion is revised
- Item 10.3.3 is introduced to allow the contractor to submit a claim for additional preliminaries where the date of practical completion remains the same but other circumstances changed because of contract instructions.

#### **4.12 General (clause: 11.0 — Series 2000; B9 — 1991)**

- 11.1/B9.1 A much shortened item with the specific protection measures to be described in the schedule (this instruction is moved from B9.2)
- 11.2/B9.2 Unchanged except for the moving of the paragraph on specific protection measures
- /B9.3 The reference to the Act is omitted — covered in the JBCC PBA (contractor to take care of the works)
- 11.3/B9.4 The words "... watching and lighting ..." are replaced by "... appropriate measures ..."
- 11.5/B9.6 Unchanged but for any specific requirements to be stated in the schedule
- /B9.10 Omitted — covered in the JBCC PBA (contractor to take care of the works).

#### **4.13 Schedule of variables (clause: 12.0 — Series 2000)**

This is a new clause that replaces the previous *modus operandi* whereby information was to be inserted under the appropriate headings of the Preliminaries. The schedule now contains all the selections and details to be made and is divided into pre-tender and post-tender sections.

## 5. Conclusion

The review of the various documents by the JBCC Main Committee was not fully completed by the due date for publication of the documents set by the Committee. This can, in any case, never really be achieved because all these documents are 'living' documents and will need continuous updating. One of the issues in the Series 2000 Preliminaries that could not be finalised before printing was how to deal with "tenants requirements" in procurement documentation. This is an important matter never before accommodated in the standard preliminaries and it will certainly be addressed in future editions. The latest edition, published in January 2001, did not attempt to address the above matter but was only revised to 'internationalise' the May 1998 edition in order to bring it in line with the rest of the 'internationalised' JBCC Series 2000 documents. However, this provided the opportunity to eliminate minor errors in the document but there were no significant changes to the contents of the May 1998 edition.

The JBCC Series 2000 documentation, including the Preliminaries, had to pass a stringent test when it was introduced to the building industry at a series of workshops and seminars. These were held throughout the country during the latter part of 1998 and were very well attended by representatives from all sectors of the building industry. Very few questions were then and have subsequently been raised regarding the application of the new Preliminaries document.

The author is of the opinion that the above situation is an indication that the changes made to the 1991 and Series 2000 JBCC Preliminaries editions have generally been well received by quantity surveyors, architects and builders and, for the time being, will meet the needs of the building industry. It is, however, important to continuously monitor the needs of the industry with regard to this important trade in Bills of Quantities. It is therefore recommended that a quantity surveyor be the chairman of the JBCC Preliminaries subcommittee (this is currently the case with Dr C P de Leeuw in the chair) because the quantity surveying profession will have to deal with recurring administrative problems between the employer and contractor in procurement documentation not addressed in the standard Preliminaries or other contract documents. Instead of each quantity surveying firm attempting to solve the problem by adding special items in Section C, the better solution would be to leave it to the specialised subcommittee to deal with these frequently

encountered problematic issues by means of standard and commonly accepted principles in the Preliminaries document.

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