

QUICK GUIDE TO JBCC SERIES 2000 DOCUMENTS

September 2009

JBCC documents are compiled in the interests of specialized ion and portray the consensus view of the Joint Building Contracts Committee of good practice and an equitable distribution of contractual risk in the building industry. *The suite is approved by the CIDB and has been selected for use by most of the State sectors.* The primary documentation is supported by a set of standard forms that should significantly simplify the administration of the contract. JBCC documents are updated as and when necessary. Consequently users are advised to make use of the latest editions available.

Note: Only the **Principal Building Agreement, Nominated/Selected Subcontract Agreement and Minor Works Agreement** carry edition numbers. All other documents are dated only as they are designed to be compatible across the editions of the primary documents

Principal Building Agreement **Code 2101** **Edition 5.0 July 2007**
The document is the cornerstone of the JBCC Series 2000. The Agreement is made up of nine sections starting with the definitions of all the primary elements and phrases. The next sections are ordered as closely as possible to the project execution sequence. The Agreement is designed to be used with or without bills of quantities and requires the associated Contract Data forms to be completed

Contract Data – Contractor to Employer **Code 2101-CE** **July 2007**
The addendum requires the Contractor to provide the appropriate information to the Employer to complete the tender process

Contract Data – Employer to Contractor **Code 2101-EC** **July 2007**
The addendum requires the Employer to provide the appropriate information to the Contractor for the Contractor to complete the tender

Nominated/Selected Subcontract Agreement **Code 2102** **Edition 5.0 July 2007**
See Principal Building Agreement. The document covers both nominated and selected subcontractors and is special on the Principal Building Agreement with all common clauses retaining the same numbering

N/S Contract Data – Specialist Subcontractor to Employer **Code 2102-SE** **July 2007**
The addendum requires the N/S Subcontractor to provide the appropriate information to the Employer to complete the tender process

N/S Contract Data – Employer to Specialist Subcontractor **Code 2102-ES** **July 2007**
The addendum requires the Employer to provide the appropriate information to the N/S Subcontractor for the N/S Subcontractor complete the tender

Preliminaries **Code 2103** **May 2005**
The document covers all generally reoccurring aspects of preliminaries for most types of projects and therefore simplifies tendering and administering of building contracts. **Note:** This document is specifically formulated for use with all editions of the Principal Building, N/S Subcontract and Minor Works Agreements prior to July 2007. All later editions deal with **Contract Data** which replaces Preliminaries

Minor Works Agreement **Code 2108** **Edition 4.0 August 2007**
The Agreement is designed for use where the works are of a minor and simple nature. The employer appoints a Principal Agent to administer the contract and direct contractors appointed for specialized work and installations that will not fall within the contractor's responsibilities or liabilities related to the works. The Minor Works Agreement is suitable for use where the contractor is a small to medium enterprise and is not intended for use where the works are complex or where nominated or selected subcontractors are to be appointed

MWA Contract Data – Contractor to Employer **Code 2108-CE** **August 2007**
The addendum requires the Contractor to provide the appropriate information to the Employer to complete the tender process

MWA Contract Data – Employer to Contractor **Code 2108-EC** **August 2007**
The addendum requires the Employer to provide the appropriate information to the Contractor for the Contractor to complete the tender

Adjudication Rules **Code 2109** **August 2007**
Adjudication is an accelerated form of dispute resolution in which the adjudicator determines a dispute as an expert and not as an arbitrator. Adjudication is now the default dispute resolution process for the Principal Building and N/S Subcontract Agreements and these Rules are to be read in conjunction with the dispute clause of the Agreements. The State does not make use of this form of dispute resolution

Form of Tender **Code 2115** **August 2007**
This document is for use with the Principal Building Agreement, Nominated/Selected Subcontract Agreement and the Minor Works Agreement. The form sets out the primary Conditions for Tendering, the Tender Sum and the tenderer's choice of Preliminaries and Security options

Site Possession Certificate **Code 2116** **August 2007**
This certificate records the handover of the site to the Contractor which is an act that is contractually significant and should be formally recorded

Contract Price Adjustment Provisions (CPAP) **Code 2117** **April 2007**
Work Groups Composition and Weighting of Sub-indices
Escalation adjustment based on a workable formula method rather than on actual cost changes simplifies claims and accounting procedures. To achieve this objective it is necessary to agree on "basket" of work groups and the weighting of the elements of the work group. Statistics SA compiles and distributes the indices monthly for which JBCC pays an annual royalty

Contract Price Adjustment Provisions (CPAP) **Code 2118** **May 2005**
CPAP Indices Application Guide
The guide sets out the methodology of applying the CPAP indices to a building contract. The provisions are designed to support JBCC contracts with the definitions of the primary elements coinciding with those of the JBCC Agreements. However the indices can readily be used with other contract forms

Waiver of Contractor's Lien	Code 2121	August 2007
This form can be used for both the Principal Building and Minor Works Agreements and requires the provision of a Payment Guarantee from the Employer. The waiving of the lien by the contractor is of contractual significance		
Construction Guarantee (PBA)	Code 2122	August 2007
The form makes provision for a construction guarantee in a variable or fixed form as selected by the Contractor. Some form of collateral will be required by the provider of the guarantee. The guarantor's maximum liability is stated. This is restricted to the payment of money on demand		
Construction Guarantee (N/S)	Code 2123	August 2007
<i>See Construction Guarantee (PBA) Code 2122</i>		
Payment Guarantee (PBA)	Code 2124	August 2007
The form makes provision for a maximum aggregate amount being the Guaranteed Sum which is intended to cover the potential risk of default by the Employer. Some form of collateral will be required by the provider of the guarantee. The guarantee is restricted to the payment of money on demand		
Payment Guarantee (N/S)	Code 2125	August 2007
The form makes provision for a maximum aggregate amount being the Guaranteed Sum which is limited to ten per cent of the Subcontract Sum in terms of the N/S Subcontract Agreement		
Advance Payment Guarantee	Code 2126	August 2007
The form makes provision for an advance payment to be made to be made to the Contractor or N/S Subcontractor to cover the early purchase of materials or equipment that would not qualify for payment certification. Some form of collateral will be required by the provider of the guarantee. A "transfer of ownership" is considered to be an inadequate substitute		
Variable Construction Guarantee (MWA)	Code 2128	August 2007
<i>See Construction Guarantee (PBA) Code 2122</i>		
Employer Payment Guarantee (MWA)	Code 2129	August 2007
<i>See Payment Guarantee (PBA) Code 2124</i>		
Payment Certificate (PBA)	Code 2142	August 2007
The Payment Certificate is a standard form that provides for the setting out of all the financial elements due between the parties. These include the valuation of the work carried out to date, materials on and off site, expense or loss incurred by the employer or contractor, tax on such amounts and interest		
Payment Certificate Notification (PBA)	Code 2143	August 2007
This notification is required to be issued by the Contractor to all N/S Subcontractors indicating the payment amount related to their contract that is included in the payment certificate issued to the contractor. It is not a certification of the monies due between the Contractor and the N/S Subcontractor		
Recovery Statement (PBA)	Code 2144	August 2007
The Recovery Statement, which is issue simultaneously with the payment certificate, accounts for items of expense or loss that are not part of the contract value. These items include penalties and interest		
Recovery Statement (N/S)	Code 2145	August 2007
<i>See Recovery Statement (PBA) Code 2144.</i> The Contractor issues the Statement		
Payment Advice Statement (N/S)	Code 2146	August 2007
<i>See Payment Certificate (PBA) Code 2142.</i> The Contractor issues the Statement		
Payment Certificate (MWA)	Code 2148	August 2007
<i>See Payment Certificate (PBA) Code 2142.</i>		
Certificate of Interim Completion (N/S)	Code 2181	August 2007
The Contractor issues the Certificate to N/S Subcontractors which corresponds in most respects with the practical completion certificate issued by the Principal Agent		
Certificate of Completion (PBA)	Code 2182	August 2007
The Certificate, issued by the Principal Agent, covers Practical, Works and Final Completion as well as Sectional completions where applicable		
Certificate of Completion (MWA)	Code 2188	August 2007
The Certificate, issued by the Agent, covers Practical and Final Completion		
Valuation, Certification and Payment Guide	Code 2201	July 2005
The guide deals in detail with the valuation, certification and payment cycle in worked examples of all the related forms for the Principal Building, N/S Subcontract and Minor Works Agreements. The impact of the differing securities that can be offered by the contractor and subcontractors is also addressed. The guide is cross-referenced to the Agreements		
Interim, Practical, Works and Final Completion Guide	Code 2202	July 2005
The full colour flow diagrams deal in detail with the completion process from the commencement of the works to the expiry of the latent defects liability period. The consequences and responsibilities of the contracting parties on the achieving, or not achieving of each stage are clearly defined. The guide is cross-referenced to the Agreements		