



Black Rocks Harbor Saba

Tender Documents - Volume 3 Preamble to Bill of Quantities

Public Entity of Saba

8 December 2023

Project Black Rocks Harbor Saba
Client Public Entity of Saba

Document Tender Documents - Volume 3 Preamble to Bill of Quantities

Status Final version 02
Date 8 December 2023
Reference 118421/23-019.716

Project code 118421
Project Leader A. van den Berg MSc
Project Director R.W. Bos BSc

Author(s) A. van den Berg MSc
Checked by A. F. M. de Heer MSc, M. Huijsmans
Approved by A. van den Berg MSc

Paraph



Address Witteveen+Bos Raadgevende ingenieurs B.V. | Deventer
Blaak 16
P.O. Box 2397
3000 CJ Rotterdam
The Netherlands
+31 10 244 28 00
www.witteveenbos.com
CoC 38020751

The Quality management system of Witteveen+Bos has been approved based on ISO 9001.

© Witteveen+Bos

No part of this document may be reproduced and/or published in any form, without prior written permission of Witteveen+Bos, nor may it be used for any work other than that for which it was manufactured without such permission, unless otherwise agreed in writing. Witteveen+Bos does not accept liability for any damage arising out of or related to changing the content of the document provided by Witteveen+Bos.

TABLE OF CONTENTS

1	PREAMBLE TO BILL OF QUANTITIES	5
1.1	General	5
1.2	Description of elements	6
1.3	Price Schedule Submission	6
1.4	Units of Measurements	6
1.5	Pricing	6
1.6	Currency, units and Extension of Bills	7
1.7	Interim Payment	8
	1.7.1 Interim Payment of Remeasurable Items	8
	1.7.2 Interim Payment of Lump Sum	8
1.8	Adjusted Item	8
1.9	Dayworks	8
1.10	Bill of Rates	8
1.11	Measurement	8
1.12	Quantities	8
2	SCOPE OF WORKS	10
2.1	List of Works	10
2.2	Contractor's Alternative Design	10
3	CONTRACTOR'S DOCUMENTS	11
3.1	General	11
4	VARIATIONS AND ADJUSTMENTS	12
4.1	Standby	12
4.2	Variations	12
4.3	Dayworks	12
4.4	Rates for labour	12
4.5	Rates for plant	13
4.6	Variation procedure	13

APPENDICES

Number of pages

- I Price Schedules (see document 118421 - Tender doc Vol 3 - BoQ Package A)
- II Price Schedules (see document 118421 - Tender doc Vol 3 - BoQ Package B)

1

PREAMBLE TO BILL OF QUANTITIES

1.1 General

The Bill of Quantities herein, including all notes and instructions, forms an integral part of the Tender Documents. However, the descriptions contained in the Bill of Quantities for each item are not necessarily complete. The Contractor is referred to the Conditions of Contract and the Employer's Requirements as well as relevant Standards and Codes of Practice for further information as no claims or variations shall be considered on account of the Contractor's failure to do so.

The Contractor is cautioned to familiarise himself with the full content of other Tender Documents or any other information that can be reasonably inferred from any of them and all obligations contained in the documents shall be included in the item rates and sums.

The Employer's Requirements, the Bill of Quantities and all other Tender Documents are complementary and if any item is included in any of them, it shall be deemed included in all.

The Contractor's bid for the entire work shall provide for supervision of any or all trades that is not intended to be performed with his own forces. No extra compensation for services as Contractor shall be paid.

The Contractor shall not use this Bill of Quantities as the basis for a construction programme or for the purposes of ordering Materials or arranging sub-contracts or assessing the required quantities, types or descriptions of Materials.

A unit rate, a price and a quantity shall be entered against each item in the Bill of Quantities.

Amendments shall not be made to the Bill of Quantities without the authority, in writing, of the Employer. The Tenderer is however, allowed to insert items which it believes necessary to complete the works as part of his Tender and only if marked distinctively.

The prices in the Bill of Quantities allow all costs of performing or procuring all activities and obligations required and described in, or that can reasonably be inferred from, the Contract, other than any that which are specifically described in the Contract as costs to be borne by the Employer. The costs for any activities which have not been included in the Bill of Quantities or any activity or item left without a price entered against it, shall be deemed to have been included within the prices for the priced activities in the Bill of Quantities.

Notwithstanding any limits which may be implied by the wording of the individual activities and/or the explanations in this preamble, it is to be clearly understood that the amounts entered in the Bill of Quantities are to be for the work finished complete in every respect, and will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the activities herein accordingly. The amounts shall be deemed to include for all incidental and contingent expenses and risks of every kind necessary to design, execute, construct, complete and maintain the whole of the Works in accordance with the Contract. Unless separate items are provided in the Bill of Quantities, full allowance shall be made in the sums stated for all costs involved.

After the award of contract, no alteration will be made to the Bill of Quantities to rectify any unpriced activities or items.

1.2 Description of elements

Description of Works and materials given in the Scope of Works and Employer's Requirements are not necessarily repeated in the Bills of Quantities. Consequently, the Scope of Works and Technical Requirements shall be consulted in the event of uncertainty in the descriptions given.

Any discrepancy between the Contract Documents shall be brought to the notice of the Employer in writing for his decision as to which is the correct interpretation before the work is commenced.

If there should be or appear to be, any ambiguity in, or discrepancy between any of the above or between calculated and measured dimensions on drawings, the Contractor should refer the matter within one week of publication of the Invitation to Tender.

1.3 Price Schedule Submission

The Contractor is to submit separate price schedules for Package A and Package B as indicated in Volume 1, Section 2.1.

1.4 Units of Measurements

The following units of measurement and abbreviations have been used:

Table 1.1 Units and measurements

Unit	Abbreviation
sum	sum
number	nr
meter	m
square meter	m ²
cubic meter	m ³
pieces	pcs
days	Day
United States Dollar	USD

1.5 Pricing

The prices shall be comprehensive and shall include for complying in all respects with the Conditions of Contract, the Employer's Requirements and for all matters and things necessary for the proper construction, completion, and maintenance of the whole of the Works. No claims for additional payment shall be allowed for any error or misunderstanding by the Contractor of the work involved.

The prices inserted in the Bill of Quantities are deemed to satisfy performance of the Works and to include for, but not limited to, the following:

- Design of the Works.
- Labour and all costs in connection therewith.
- The provision, installation and maintenance of all offices and infrastructure required for the works for the Employer and the Engineer as detailed in the Employer's Requirements.
- Materials, goods and all costs in connection therewith (e.g., carriage freightage, all duties, delivery, unloading, storing, returning packing, handling, hoisting or lowering, replacing work, goods or Materials damaged, broken, lost or stolen until the completion of the Works).
- Fittings and fixing Materials or goods in position.
- Contractor's Equipment.
- Waste, bulking, shrinkage and overlaps.
- Land required for tips and stockpiles including all costs for obtaining any necessary licences and approvals.
- Allowance for phasing requirements of works, effect on programming of the works of all traffic diversions and construction activity associated with diversion or installation of services.
- Measures for the support and full protection of pipes, cables and other apparatus required during the progress of the Works as required by the relevant authorities or the Engineer.
- Dewatering and protection from storm water, floods, etc.
- For working in such a manner as not to interfere with the stability of adjacent structures and properties. For giving immediate actions to instructions by the Engineer to remedy any damage to adjacent structures and properties.
- For working alongside and liaising with other companies working in the overall Project area and the same sites.
- Preparation and supply of shop drawings including all bar bending schedules.
- Permits and Approvals required from the relevant authorities for the design, construction and occupancy.
- Any surveys, investigations and studies required by the Contractor for the execution of the Works and to comply with the Contract.
- Insurances for all Plant and Materials as per the Contract.
- Allowance to maintain the requirements of the Health, Safety and Environmental standards including all costs for providing required monthly reports etc. in order to meet with the policy of the Employer and conduct the Operations and Works at all times to the satisfaction of the Employer/Engineer.
- Any (temporary) measure to make the Works hurricane resistant.
- Overhead charges, profit and risk.
- Temporary works.
- Mobilization and demobilization of all equipment and plant.
- Any intermediate mobilization and demobilization because of the hurricane or spawning season.
- Turbidity monitoring and live reporting.
- Protection measures.
- SIMOPS for the construction works and ongoing existing port operations, disruption of existing port operations and related safety measures.
- Customs, taxes etc.
- Without limitation any and all other activities which are not included above and required for completion of the Works.

1.6 Currency, units and Extension of Bills

The unit of currency used in this Contract is the United States Dollar.

Sizes and quantities entered in the Bill of Quantities are in S.I. units. Figures involving decimals, including sums of money, are written with a full stop in the decimal position and commas between each successive group of three digits to the left of the decimal position.

1.7 Interim Payment

1.7.1 Interim Payment of Remeasurable Items

Interim payment of money of permanent Work priced on the basis of remeasurement shall be made on the basis of remeasurement of fully completed works at the time of the interim payment.

1.7.2 Interim Payment of Lump Sum

Interim payment of money for items of permanent work priced as lump sums shall be made on the basis of the estimated percentage completion of the work covered by such items at the time of the interim measurement. Interim payments shall only be made for items of work designed by the Contractor and subsequently approved by the Engineer as either a Code 1 or Code 2 as per Volume 2, part 1a, Section 4.4.

1.8 Adjusted Item

Percentage for adjustments of Provisional Sums shall be indicated in the Appendix to Tender.

1.9 Dayworks

The Engineer may order works to be carried out on a daywork basis and the costs shall be recovered in accordance with the rates listed.

The Contractor will be paid for Dayworks carried out during the course of the Contract while other operations are in progress at the rates set down in the section. Profit and overheads are not to be included in the actual rates but stated as percentage addition in the item provided for same at the end of the Labour, Plant and Material Sections of the Bill of Quantities.

In all cases Dayworks may only be performed after prior approval by the Engineer.

1.10 Bill of Rates

The unit rates included in the Bill of Quantities shall be used to quantify any additional works or variations to be paid to the Contractor in accordance with the Contract; such rates shall be all inclusive and are considered the basis from which the Contractor based its lump sum price. These rates shall be governed by the contents of this preamble.

1.11 Measurement

Unless otherwise stated, all works are measured net with no allowance made for laps or waste.

Tolerances and maximum and minimum thickness of layers are indicated as part of the Employer's Requirements only and form no part of quantities. There will be no payment for any tolerances.

1.12 Quantities

Unless otherwise stated, given quantities are fixed. In case a quantity is not given, the quantity will be based on the Contractor's design.

Payment shall be on lump sum basis. Progress payment shall be as follows:

- Items marked with 'months' under the 'unit' will be done on a monthly basis.
- Items marked with 'item' under the 'unit' will be done after 100 % completion of the activity.
- Items identified as remeasurable quantities will be done based on actual progress with proof of their in and out survey over the period of the payment.

Progress payment will be done based on actual progress or on monthly basis if so indicated in the bill under 'unit'.

2

SCOPE OF WORKS

2.1 List of Works

The Works to be executed in this Contract are listed in Volume 2, Part 1a, Chapter 1 of the Contract.

2.2 Contractor's Alternative Design

It shall be noted that for some of the elements listed above, the Contractor may propose an alternative design. These design items have to comply with these Employer's Requirements, and any deviation of such shall be substantiated by the Contractor to the satisfaction of the Employer. The Employer is not bound to accept any alternative designs that the Contractor proposes. A completed Bill of Quantities is to be provided for any alternative design in addition to the Bill of Quantities for the compliant solution.

3

CONTRACTOR'S DOCUMENTS

3.1 General

The Contractor shall provide, as part of his Contractor's Documents, complete and clear detailed specifications and drawings which describe all items and materials which will be incorporated into the Works, details of the fabrication and construction of the Works, and the maintenance regime for the Works in accordance with these Employer's Requirements.

4

VARIATIONS AND ADJUSTMENTS

4.1 Standby

The Bill of Quantities shall include standby rates for the main equipment and personnel. Standby rates shall be paid at a reduced rate of the operational or Day Works rates. Only when specifically instructed by the Employer in writing the Contractor is allowed payment for standby time against applicable standby rates.

4.2 Variations

The Employer may at any time prior to issuing the Completion Certificate for the Works or a completed Section initiate a Variation, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not compromise the works already completed or the works to be carried out by other parties.

The Contractor shall execute and be bound by each Variation unless on reception of such Variation the Contractor notifies the Employer the Variation will have an adverse impact on the Works for reasons:

- That the goods required for the Variation cannot be readily obtained.
- The Variation will reduce the safety or suitability of the Works.
- The Variation will have an adverse impact on the achievement of the guarantees applicable.

Contractor's notice shall be supported by particulars.

The Employer shall cancel, confirm or vary the Instruction on reception of Contractor's notice.

4.3 Dayworks

The Engineer may order works to be carried out on a daywork basis and the costs shall be recovered in accordance with the rates listed.

The Contractor will be paid for Dayworks carried out during the course of the Contract while other operations are in progress at the rates set down in the section. Profit and overheads are not to be included in the actual rates but stated as percentage addition in the item provided for same at the end of the Labour, Plant and Material Sections of the Bill of Quantities.

In all cases Dayworks may only be performed after prior approval by the Engineer.

4.4 Rates for labour

Rates for all classes of labour must cover all costs connected with the employment of such labour on a day work basis including overhead charges, profit, insurances, taxes, site supervision by Contractor's Staff, transport to Site, supply, use, maintenance and removal of all tools and appliances required by such labour, unless these are used or set up exclusively for a day work.

4.5 Rates for plant

Rates for the use of plant on Day Work are for such plant only as the Contractor shall have available at the Works and these rates must cover all costs connected with the use of such plant including overhead charges, profit, taxes, wages, site supervision by Contractor's Staff, insurances, maintenance, spare parts, repairs, fuel and lubricants.

4.6 Variation procedure

If the Employer requests a proposal, prior to instructing a Variation, the Contractor shall respond promptly either by submitting his proposal or by giving reasons why he cannot comply. The proposal should at least contain:

- A description of the proposed design and works to be performed.
- A programme for its execution and its integration in the Schedule.
- The proposal price for adjustment to the Contract Price.
- The Engineer shall as soon as practicable after receiving such proposal respond with approval disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Appendices



APPENDIX: PRICE SCHEDULES PACKAGE A

SEE DOCUMENT 118421 - Tender doc Vol 3 - BoQ Package A



APPENDIX: PRICE SCHEDULES PACKAGE B

SEE DOCUMENT 118421 - Tender doc Vol 3 - BoQ Package B