

**Terms of Reference  
Consultant for Design/Formulation and Supervision**

**Project #073500**

**ICDP – Rehabilitation of Green Spaces and Recreational Spaces -  
Formulation – Kingston - Package 1 (Tivoli Gardens, Hannah Town, Wilton  
Gardens-Rema, Greenwich Town)**

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## **INTRODUCTION**

### **1. GENERAL INTRODUCTION**

The Jamaica Social Investment Fund (JSIF) was established in December 1996 as a component of the Government of Jamaica's strategy to reduce and eradicate poverty. Cabinet in December 1995 approved the establishment of the JSIF as a key component of the Government's National Poverty Eradication Programme (NPEP). JSIF invests in community-based projects as a means for empowering communities and building social capital. By involving communities fully in identifying, prioritising, planning, managing and monitoring their own development projects, JSIF helps to build local capacity to sustain and extend development initiatives.

The JSIF is an autonomous government company designed to provide investments in community-based projects island wide and is a demand-driven financial intermediary. It works in partnership with communities, the private sector, non-governmental organizations (NGOs), and donor agencies, in seeking to channel benefits to the poorest communities across the country.

The JSIF promotes, appraises, finances and supervises sub projects in the following areas:

Social Infrastructure - includes the rehabilitation, expansion, construction & equipping of facilities such as schools, health centres, community centres, homes for the elderly and persons with disabilities, infirmaries; it also includes the construction and rehabilitation of public sanitary conveniences, drains, canals and community-based water systems.

Economic Infrastructure - includes the rehabilitation and upgrading of parochial, feeder and urban access roads and the construction and rehabilitation of community-based agro-processing facilities.

Social Services - includes assistance to programmes offering services in career guidance and job placement, counselling (including conflict resolution & drug abuse), parenting and family life education, and skills training to the un/under employed and persons with disabilities.

Organizational Strengthening - includes technical assistance and training for community-based organisations to assist them in developing and

managing community-based projects and organisations, to governmental and non-governmental institutions in participatory project cycle management and improving the support they can provide to communities in managing community development initiatives.

## **DESCRIPTION OF SERVICES – FORMULATION**

### **2. BACKGROUND**

The Government of Jamaica (GoJ) signed a loan valued at US \$42M with the World Bank for the funding of the Integrated Community Development Project (ICDP), with JSIF as the implementing Agency. This project is scheduled to begin in late 2014 and will be implemented over six (6) years. The Integrated Community Development Project will build on the successful activities completed under a project previously implemented by JSIF, the Inner City Basic Services for the Poor Project (ICBSP), which benefited over 60,000 people in 12 inner city communities. The ICDP will empower 18 inner city communities to participate in and benefit from the development process; the Project Development Objective is to enhance access to basic urban infrastructure and services, and contribute towards increased community safety in selected economically vulnerable and socially volatile inner city communities of Jamaica.

It is estimated that the ICDP will directly and indirectly benefit approximately 89,000 people across the project communities through the provision of basic infrastructure, improved access to services, and targeted crime and violence reduction programs. Within the selected communities the new project will target the following groups: (i) at-risk males and unattached children, youth and young adults (males and females) with a particular focus on 15-29 year olds; (ii) in-school youth ages 12-18; (iii) female single headed households; (iv) gang members; (v) teenage parents; (vi) unemployed or irregularly employed community members; and (vii) families requiring counselling and civil support to access basic social services. The ICDP has four components to include: i) Component 1: Basic Infrastructure and Access to Services ii) Component 2: Public Safety Enhancement and Alternative Livelihoods iii) Component 3: Institutional Strengthening for Urban Management and Public Safety and iv) Component 4: Project Administration.

**Component 1 is focused on developing infrastructure** investments across Project Communities according to identified community priorities,

including, inter alia: (a) widening, rehabilitating and paving existing roads; (b)improving storm water drainage; (c) installing water supply and sanitation household connections and promoting behavioral change for the use and maintenance of water supply and sanitation infrastructure; (d) improving electricity connections and lighting through (1) the installation of street lighting; (2) the extension of the electricity network and regularization of illegal electricity connections; (3) promoting behavioral change for the use and maintenance of electricity connections and lighting; and (4) support environmentally sustainable lightning; (e) rehabilitating educational facilities; (f) removing zinc fences and replacing with permanent structures; (g) **constructing community integrated spaces** and mobile mediation centers; and (h) improving the cleanliness of Project Communities through: (1) the provision of equipment; (2) the construction of skip enclosures around dumpsters; (3) the carrying out of clean-up and maintenance activities by Environmental Wardens; and (4) the provision of Results Based (RB) Incentives to: (A) NSWMA for the provision of waste collection and recycling services; and (B) Community-Based Organizations and Environmental Wardens for the carrying out of litter management and collection; all located in RB Community Areas.

### **3. DESCRIPTION / SCOPE OF WORK**

#### **3.1 General**

##### **The consultant shall:**

1. Meet with the community and discuss their needs and expectations. The consultant shall review sketch plans made by different users in the community and discuss problems and solutions for the infrastructure. Preferences regarding design features (including suitable access for the disabled), finishings, and fixtures shall be discussed.
2. Through his/her own familiarisation with the location and condition of the site and structures, confirm the technical and environmental specifications provided to the consultant by JSIF.
3. Following this first phase of 'User Input', the consultant shall prepare technical drawings taking in to account the specific needs of the community.
4. Return to the community to share the technical drawings and compare these to the sketches prepared by the community earlier.

Where possible, computer generated perspectives or 3D drawings shall be shared with the community for easier understanding. Make adjustments to the drawings as needed.

5. Leave a copy of the final preliminary design with the community to display publicly for a minimum of 2 weeks so that the community can review the design and provide their sign off.
6. Prepare a detailed Bills of Quantities using the formats supplied electronically by the JSIF. The preferred community contribution (selected sample listed below) must be factored into and identified within the body of the Bills of Quantities.
7. Liaise with all relevant line ministries and agencies for input in final design. These line ministries and agencies should indicate their approval in writing of the FINAL DESIGN. **In the case of approving agencies (Parish Council, NEPA (as required)), drawings must be submitted for approval.** In the case of roads, the Consultant must consult and have the signoff of the Parish Council on the road design.
8. Investigate vehicular access to the site during construction and make recommendations for minimum works if required, supported by design and costing documents.

**If the design affects private land, for example for the discharge of “concentrated” water from road drainage structures, agreement with the landowners has to be secured to lead the water on or through the land natural water course. If no such agreement can be reached, an alternative discharge should be designed. Additional costs resulting from this alternative shall be calculated and reported in the design report!**

**The formulator shall submit a statement that private land is not negatively affected or the agreement documents (if applicable) together with his Project documentation.**

Types of contribution preferred by the community	Reason for preference
Bushings of the embankment.	These communities are classified as inner cities. They are apart of the urban fringes and in the middle of urban areas.
Cleaning and clearing of Road Channel	Various approaches will be required.
Storage of materials and equipment	Since the community is integrally involved in the project this item is easily achievable.
Security of materials and equipment	This is also an easily achievable item
Planning and catering for the contract signing and handing over ceremonies	Easily achievable
Providing venue and refreshments for site meetings	Easily achievable.
Employment coordinators	A member of the community is best able to know the skill level of the community members
Accommodation for staff	Community members already live in the area
Meals for workers	Easily achievable
Discounted Labour	This arrangement has to be worked out with JSIF, contractor and the community-based employees.

### **3.2 Specific**

The services of the design consultant/landscape architect are required in the procurement of **design and build** landscaping works for Green Spaces, and Recreational Spaces within four (4) communities, namely; Tivoli Gardens, Hannah Town, Wilton Gardens-Rema, and Greenwich Town.

The scope of service includes provision of;

- Conceptual Designs (3D rendering), Terms of Reference, Specifications, Evaluation Criteria, Scoring Methodology, and any other requirements needed to bring the document to applicable tendering, and technical standards.
- Bills of Quantities, Estimate of Costs.
- Evaluation Report, and Recommendation on the "*design and rehabilitation/construction*" proposals
- Supervision of the "*design and rehabilitation/construction*" works contract(s).

Specifically, it is essential that holistic solutions for the works be considered relative to its surrounds/users, and must be guided by an approach which by design fosters safety, access control, and natural surveillance, in tandem with aesthetics.

In regards to the design, the **architect's input must consider a build-out for the rehabilitative work which is aesthetically pleasing, sustainable and energy efficient**. Accordingly, there must be conspicuous difference in the before rehabilitation, and the rehabilitated facility. The concept must allow for soft landscaped areas, mounds, semi-hard play areas, natural shading and approach road/entrance to the facility

### **3.3 Objectives of this Consultancy**

The primary aim of this consultancy is to provide technical advice to JSIF's management on the implementation of landscape works under the Integrated Community Development Project, in the listed communities.

Design services are required for each of the area to be landscaped within the listed communities. The design must provide for good earth (top-soil), weather-appropriate grass/plants/shade trees, be of low-maintenance, irrigation, drainage, concrete seating hardscape, signage (within the site), ensure wheel chair access to all key points of the site. Preparation of detailed landscape design, and recreational spaces/play areas (where applicable) and their detailed drawings

(good for execution). Preparation of Bill of Quantities and Specifications and cost estimates of the project. During the Maintenance Period, the Bill of Quantities must include provision for maintenance (de-weed, trimming if applicable) until sustainable growth is obtained for plants. Construction supervision is to be provided during the construction phase of the project. Produce a maintenance manual that addresses routine and periodic maintenance

The consultant will ensure that all relevant technical, social and environmental issues are taken into consideration during the design and construction and as such, the consultant will need to work collaboratively with JSIF technical staff, the community liaison persons and other project partners over the duration of the design and construction phase of this project.

A preliminary review of items deemed for intervention in each of the four communities is outlined below. These involves but not limited to the following:

- Assess for the facilitation of irrigation solution throughout integrated green space.
- Assess for the rehabilitation of existing walkways where needed.
- Assess for the construction of new walkways where needed.
- Assess for the facilitation seating arrangements throughout integrated green space.
- Provide low energy lighting solution throughout integrated green space.
- Assess for the provision for low maintenance plant life with adequate hoarding.
- Assess for the rehabilitation and/or construction of new perimeter fencing and gates.
- Assess for the facilitation where possible the need for grading, surface treatments and site drainage.
- Assess and facilitate in design for Play Ground equipment taking in account safety for children use.
- Assess for the provision possible solutions for all surface treatments and park infrastructure.
- Assess for the facilitation for solid waste management with integrated green space.
- Assess and make provisions for the proper drainage and discharge of surface water from site.
- Assess and facilitate safety design for children



- Assess and facilitate within the design for the consideration of people with disabilities.
- Assess and facilitate the placement of signage with concrete footing

In addition to the above, the assessment for **Wilton Gardens-Rema** must include for **design, and construction of a sanitary block; 3-Seater for Female, and 2-Seater and Urinal for Male.**

### **Location of Integrated Green Spaces and Approximate Sizes**

*N.B. Assessment should be for all green spaces within the community, the following are some of the identified green spaces for each community.*

**Enclosed herewith as a guide are drawings providing general layout, and sketches of in-house indicative impression of a preliminary design arrangement, on which internal assessment of professional input (as reflected in costing guide) is based. It is recommended that in tandem with these drawings, the locations be visited to assess the lay of the land, and the extent/input for required resources.**

#### **Tivoli Gardens**

- **Industrial terrace** : along industrial terrace across from May pen cemetery – 3389 sq. m
- **Community Centre area**- Cul de sac along Seaga Boulevard -344 sq. m
- **Mckenzie Park** – Intersection of Private Drive and Seaga Boulevard 1225 sq. m
- **Cordella Park** – Intersection of Bustamante highway and Wilton hill drive -1983 sq. m
- **Carnival Park** –Intersection of Shearer Drive and Foote Terrace - 675 sq. m

#### **Hannah Town**

- **Hannah Street Park:** Intersection of Hannah Street and West Street – 192 sq. m
- **Drummond Street Park:** Intersection of Drummond Street and Oxford Street – 144 sq. m
- **William Street Park:** Intersection of William Street and Rose Lane – 438 sq. m

### **Wilton Gardens- Rema**

- **Wilton Gardens Park:** between 3rd and 4th Street – 3017.4 sq. m

### **Greenwich Town**

- **Holy Name Park:** on property of Holy Name Catholic Church along East Avenue – 132 sq. m

### **Particular Tasks**

- Develop a Programme of Works showing the possible start time and completion time within each community.
- Basic Report on the status/condition of the water supply, Infrastructure within the vicinity of the site.

## **4. INFORMATION TO THE DESIGN CONSULTANTS**

***As part of JSIF's approach to the design and implementation of community development projects, infrastructure must meet the highest applicable standards. In providing his designs the Consultant shall exercise due care, skill and diligence according to the state of the art of their profession at the time that the professional services were rendered. In this regard the Design Consultant would be responsible for the design and the suitability for the intended purpose.***

***The JSIF wishes to highlight areas of particular interest and as such the following considerations must form part of the design process:***

- ***All drawings must be accompanied by a site plan, indicating the existing layout of the site as well as the layout on completion of works. The plans must capture the external works to be carried out.***
- ***Green spaces should as best as possible be incorporated; The size of the space and the selected grass, plants etc. should consider the use of the facility.***
- ***Green parking solutions***
- ***Works must be detailed in Bills of Quantities and form part of Site Drawings (items related to paving, locations for run off, drainage, green spaces, walkways, planting of trees, water systems/water re-using methodologies for watering green areas etc.)***

- **Introduction of Alternative Energy Solutions (example solar powered external lights) where possible, should be applied; the use of solar lights with photo sensors must be explored for external lighting.**
- **The management of waste must utilize no less than secondary treatment solutions, the application of bio digesters, batch plants, reed beds, tile / leach fields may be explored.**

## **5. DELIVERABLES**

### **5.1 PHASE I / Preliminary Design**

#### **INFRASTRUCTURE:**

PHASE I will consist of but not be limited to the preparation and presentation of:

- Conceptual design for recreational spaces in Tivoli Gardens as follows; Industrial Terrace Park, Community Centre Car Park Area, McKenzie Park, Cordella Park, and Carnival Park.
- Conceptual design for recreational spaces in Hannah Town as follows; Hannah Street Park, Drummond Street, and William Street Park.
- Conceptual design for recreational spaces, and play area in Wilton Gardens-Rema as follows; Wilton Gardens Park.
- Conceptual design for recreational spaces, and play area in Greenwich Town as follows; Holy Name Park

Provision of associated Terms of References, Specifications, Estimates of Cost, Evaluation Criteria, and Scoring methodology for *Design and Build* proposals.

A full report compiled by the Design Consultant shall be provided using the format provided by JSIF. This shall comprise: -

- i. A brief of the scope of the project and the rationale for the designs proposed along with a recommended construction time line.
- ii. Photographs of the existing condition
- iii. A brief report on the first meeting with the community
- iv. Photograph of the user input in design session with the community
- v. Copy of the original community sketches, signed by the community

- vi. Brief report on second meeting with the community to discuss draft final design
- vii. Photograph of the discussion on the draft final design with the community
- viii. Drawings are to be on 11"x17" sheets and all details should be legible/clear.
- ix. Environmental risk mitigation plan, where needed.

#### General

- A Topographic Survey done by a Land Surveyor (complete site inventory including utilities, adjacent buildings, NWC connections, entrances pathways, or any other information required to assess status and condition of the site) with indication of what interventions is required.
- A Soil test (officer to ascertain which kind whether percolation or bearing capacity)
- A Measured Survey of the buildings on the site, their relative proximities to each other and boundaries (Existing Site Plan).

#### Demolition, Extension & Rehabilitative Works

- Demolition Plan with adequate notations – indicating Existing Building, Proposed Extension/New Construction, Walls and all Elements to be demolished, New Walls and all elements to be constructed, New Fittings and fixtures to be installed, Existing Walls Elements to remain in place and floor levels in relation to existing pavements/grade.
- Minimum of two Cross Sections indicating difference in grade, floor and roof levels in new and existing structures.
- Cut and Fill sections

#### Proposed Solutions

- Floor Plans
- Four Elevations
- Minimum of two Cross Sections
- A schedule of materials to be used for all components of the construction
- **All designs must conform to existing standards from the relevant Authorities/Ministries and have clear reference to such standards and specifications.**

#### NOTE:

The Design Consultant shall make a presentation of the design to the JSIF technical review team at the end of Phase I.

## **5.2 PHASE II / Final Design**

### **INFRASTRUCTURE:**

**PHASE II will consist of but not be limited to the preparation and presentation of:**

**The final Preliminary technical drawings signed off by the community following 2-week public display**

### **Architectural Drawings / Designs including:**

- One (1) set Final Drawings printed on 2' x 3' Velum and one (1) set blue print (**consider up to a minimum of 4-5 sheets per drawing**), **along with electronic (dwg. and pdf.) copies of drawings.**
- Site plan; illustrating boundaries, magnetic north, contour lines (or spot levels), position/location of buildings, trees or obstructions on the site, location of main services, plumbing and/or drainage layout (where appropriate)
- A minimum of two cross sections clearly showing levels, vertical heights.
- Four elevations
- Plumbing and electrical layouts
- Connection details between existing and new structures
- Access and boundary facilities, fence details
- Playground
- Walkways and pavement details
- Works such as main water/electricity supply, rainwater, Storm water drainage
- **One set blue prints, one set negatives, Electronic copy (mandatory)**
- Planning Permission, where required.

**Electrical Engineering Drawings including:**

- Complete electrical design to be submitted and approved by Government Electrical Inspectorate.
- Consider Lightning Arrestors and earthing details to Infrastructure according to the guidelines set out in the Jamaica Standard Specification for Electrical Installations (JS21).
- Electrical layout, including wiring diagrams, with circuit breakers and heights of fixtures.
- Service entry location; showing point of entry and distance from JPSCo. Service mains.
- Specification on the design and type of Stanchion to support the main cable and pothead.

**A schedule of rehabilitation/construction works:**

- Include for Termite/Pest Eradication treatment with a minimum 5 years guarantee.

**A Bills of Quantities covering all works: -**

- The Bills of Quantities is to follow JSIF standard.
- Bills of Quantities on JSIF supplied format, using Jamaican Standard Method of Measurement (JSMM) for works. The BQ must reflect the preferred community contribution.
- All quantities are to be measured in metric units and rounded off to two decimal places.
- The Bills of Quantities shall not include Prime Cost Sums, and can only include Provisional Sums where absolutely necessary (i.e. only for works or for costs which cannot be entirely foreseen, quantified or detailed at the time tendering documents are prepared). The justification for ALL Provisional Sums must be outlined in a separate document, accompanying the Bills of Quantities.
- Engineering Services and external works shall be priced and not billed as a lump sum.
- Preliminaries should be properly priced.
- All provisional sums must be justified on a separate document.
- **Identification of items as part of Community Contribution**
- The Appendices shall carry a 'List of Drawings' from which the Bills of Quantities was prepared.

- Each page shall carry a footer indicating the total of prices on that particular page. This footer shall read 'Carried to Collection'.
- The Bills of Quantities shall carry a General Summary.
- A printed copy of the priced Bills of Quantities should be submitted in electronic format.
- Maintenance Plan comprising an inventory of the number and types of fixtures, surface areas and other amenities with a schedule of frequency and cycle of maintenance of the inventory listing.

**NOTE:**

The Design Consultant shall make a presentation of the design to the JSIF technical review team at the end of Phase II, where the Quantity Surveyor shall be present.

**Rate Building**

*Where the JSIF supplied Bill of Quantities format does not include all the items of work that have been formulated by the Consultant, the Consultant will be required to develop these new items in accordance with the Jamaican Standard Method of Measurement (JSMM) for building works.*

*Additionally, the Consultant will be required to provide the labour, material and equipment inputs for the new items of work(s), as required to build the rate for the smallest unit of said item of work(s).*

**Standards:**

- All measurements in metric units
- All drawings to have legend explaining symbols
- All drawings to be dated and signed by Design Consultant
- **All Electrical drawings to be dated and signed by Electrical Engineer**
- All designs must conform to all applicable standards
- Summary sheet with legend to all drawings
- A legend to indicate changes to the drawings with date of these changes
- Design to be based on full topographic survey or spot levels as the site requires, to determine exact quantities
- Design based on soil investigations to assess required foundations
- A percolation test done according to Ministry of health standards for all sanitation requirements

- Bills of Quantity shall not include Prime Cost Sums and can only include provisional sums where absolutely necessary. The appendices shall carry a 'List of Drawings' from which the Bill of Quantities was prepared. Each page of the BQ shall carry a footer indicating the total prices on that particular page and read 'carried to collection'. The BQ shall carry a general summary

### **5.3. Other Tasks and Guidelines**

#### **Community Participation Requirements**

In keeping with the guiding principles of the JSIF, the consultant shall ensure that the community is fully consulted and agrees with:

1. The project approach to solve the identified problem
2. The details of the technical design of the project, in particular the location and length of retaining structures, location of cross drains and culverts, depth of channels, solutions for traffic management, services diversion and schedule of repair works
3. The form and amount of community contribution towards the project  
The Formulator shall consult with the community on site at least two (2) times during formulation as follows:

#### **Phase I – first visit:**

The initial appraisal and design visit is for the Formulator to familiarise himself/herself with the community, the location and physical condition of the road, inquire about present traffic and expected traffic after rehabilitation, to collect all available information relevant to the project and to discuss particular problems and solutions suggested by the community.

#### **Phase II –second visit:**

The second visit is for the Formulator to discuss with the community the possible alternatives for the project on the basis of additional site investigations (e.g. soil testing). Where possible computer generated perspectives or 3D drawings are to be shared with the community to show solutions for particular problems. It is important to ascertain whether all their needs have been accommodated by the design.

The Formulator shall develop the final road design with input from the community; giving consideration to environmental concerns such as proximity to water sources, height of water table, erosion potential and



presence of indigenous species; ensuring practices and applications that will result in low maintenance

## **6. INDEMNIFICATION**

The Consultant agrees to hold harmless and indemnify JSIF for all claims, damages and causes of action arising out of the negligent design by the Consultant.

## **7. PERFORMANCE BY THE CONSULTANT**

It is hereby accepted by the Design Consultant that the Supervision portion of this outlined Scope of Works is not automatic and is subject to a review of the Consultant's performance during the Design or Formulation phase.

## **8. KEY PERSONNEL**

### **STAFFING REQUIREMENTS**

<b>POSITION</b>	<b>QUALIFICATIONS</b>
<b><i>Landscape Architect (Project Manager)</i></b>	<b>Bachelor's Degree or Equivalent Certification in Architecture. Must have a minimum eight (8) years general experience in the field of architectural design.</b>
<b><i>Quantity Surveyor</i></b>	<b>Diploma Quantity Surveying. Should have at least eight (8) years general experience in the field of quantity surveying of which at least three (3) years should be in Civil Works and Building construction. Registration with the Jamaica Institute of Quantity Surveyors is desired.</b>
<b><i>Auto-CAD Technician</i></b>	<b>Certificate in Auto-CAD/or equivalent qualification, or at least five (5) years general experience in the field of CAD of which at least three (3) years should be on projects of a similar nature and scope.</b>

The following table outlines the required skill sets.

## **DESCRIPTION OF SERVICES – SUPERVISION**

### **9. SCOPE OF WORK (SUPERVISION)**

The Consultant shall be the **Project Supervisor** referred to in all the Construction Contract Documents and shall provide full project supervision services throughout the duration of the project. This is a revocable designation by JSIF, the EMPLOYER. Specifically, the Consultant shall:

#### **8.1 Pre-Construction Activities**

- i. Review contract documentation (including designs, drawings, and Bills of Quantities) develop query lists, seek clarification from appropriate sources and make the necessary notation/adjustments in relation to ambiguities, discrepancies, errors and omissions, and bring them immediately to the attention of the Employer, *in the form of a report on any cost and or time implications.*
- ii. Attend Project Information Meeting held in the community. This meeting is intended to ensure that all parties involved in the implementation of the project understand the scope of the project, their roles and the intended project schedule.
- iii. Attend the **Contract Signing Ceremony** usually held in the community.
- iv. Establish formal contact with the Employer, Contractor, and Line Ministries, Agencies, and Community Representatives to ensure proper co-ordination during project implementation.
- v. Inform the Contractor of local employment arrangements agreed in the project design to maximise the local employment opportunities, both for local skilled persons and rotation schemes for unskilled labour.

- vi. **Inform the Contractor of the requirements of Jamaican law and JSIF's contract guidelines as it relates to Health & Safety on site.**
- vii. Assess the adequacy and sufficiency of the detail designs and initiate measures to address suspected cases of inadequacy/insufficiency, excessiveness.
- viii. Assess any changes in the physical, environmental or other conditions that may have occurred since the time of the project preparation/design and advise on the effect of these on project costs and/or time, and put in place adequate measures to deal with these circumstances. If required, propose revisions to the Construction Contract documents, which shall be sanctioned by the Employer prior to revisions becoming effective. Thereafter, the Project Supervisor shall take responsibility for all the Construction Contract Documents.
- ix. Based on guidelines from the Employer, workout with the Community, a plan for their contribution to the implementation of the project and inform the Employer of the agreed plan.

**b. Supervision of the Contractor**

- i. During the implementation period, representation on site shall be in the form of a qualified Clerk of Works to provide adequate supervision and enforce quality control, environmental management, **health & safety**, among other things. **Supervision of the Contractor must be verified through the Consultant's submission of weekly reports in the format Annexed.**
- ii. Ensure that the contractor has a site diary and that it is kept up to date and is accessible to all visitors.
- iii. Issue specific instructions to the Contractor, and record these in the Site Record Book/ Site Diary.

- iv. Supply the Contractor with working drawings, schedules, specifications, bills of quantities and other Contract Documents to allow him/her to prepare a construction schedule and to review and/or revise such schedule upon receipt as well as periodically during the execution of the Works.
- v. Ensure that benchmarks and other survey information are used to properly set out works.
- vi. During the implementation of the project the Supervisor shall ensure that issues arising on site which impact the progress of the works (to include but not be limited to the certification of payments, adjustments to design and issuing of site instructions etc. the Consultant must ensure that where these issues arise they are addressed / response given within seven (7) days.
- vii. Prepare and supply to the Contractor variation orders with revisions to contract drawings, additional specifications or details that may be required for the proper execution of the Works, after having received approval from the Employer for those variations. The Supervisor must present to the Employer any variations including estimate of cost identified within twenty-four (24) hours of identification. The details of the variation must then be provided to the Employer within two (2) weeks of identifying the need for a variation (s) on site.
- viii. Where the Contractor has ceased to perform works as required by the terms of the Construction agreement, the Supervisor must advise the Employer and make relevant recommendations (including termination).
- ix. Where a Contractor is terminated the Consultant must provide the Employer with a detailed report comprising i) complete inventory of material on site (for civil work projects) ii) an estimated value of the reported inventory iii) photographs of the inventory and state of the incomplete works iv) statement on the state of the incomplete works and v) details of the work done to the date of termination and vi) details of what is required to complete the works.

- x. Review and approve shop drawings, samples and other submissions of the Contractor only for specific conformity with the design concept of the Project and for compliance with the information given in the Contract Documents.
- xi. Review and approve request for Extension of Time after approval from the Employer to grant extension of time. See item 7 (b) and use format noted as Annex 2. Format available on request. **The Supervisor must present to the Employer, the details of an Extension of Time request within two (2) weeks of receiving a request for Extension of Time.**
- xii. Notify employer timely if community contribution is not being performed.

**c. Environmental Mitigation Measures**

- i. Review the environmental mitigation measures specified in the Contract, and ensure that the Contractor is aware of the said measures.
- ii. The consultant will audit and evaluate environmental management project's performance based on JSIF's Environmental Guidelines.
- iii. Enforce compliance with environmental guidelines within the limits of the Contract Documents.
- iv. Include on the monthly reports the positive and negative findings of the environmental management supervision activities.
- v. Inform JSIF of any concurrent violation that might merit the suspension of works until the corrective/mitigation actions have taken place.
- vi. Specifically, screening to assess and identify the need for any potential land acquisition, resettlement, and resettlement impact, and if necessary preliminary resettlement plan, otherwise provide photographic evidence that land is clear at the time of

walkthrough. Resettlement (for the purposes of this ToR) means the relocation of displaced persons into new residential locations, and can arise in the event that there is encroachment within the alignment for the infrastructure investment

**d. Time and Quality Control**

- i. Visit the site regularly to familiarise himself/herself generally with the progress and quality of the Works and to determine in general if work is proceeding in accordance with the Contract Documents, and time scale required.
- ii. Provide the Employer with weekly reports and photographs, from the Clerk of Works on the progress/status, material inputs, quality of works and timing of the Works and in particular, if the contract is likely to be varied. The Project Supervisor shall use the Employer's supervisor's reporting format, a copy of which is attached as Annex 3.1, Annex 3.2, and Annex 3.3.
- iii. Verify the quantity and quality of materials being delivered to site. This to be recorded by the Clerk of works, to be recorded in the site diary.
- iv. Organize and attend periodic site meetings (meetings of the Steering Committee) and prepare minutes of these meetings. Copies of all site-meeting minutes to be submitted to the Employer not later than four (4) days after the meeting. The Consultant shall use the Employer's format for reporting meetings, a copy of which is attached as Annex 4. Ensure that the agreed actions from these meetings are implemented.
- v. Arrange to witness or conduct Initial testing of materials to be incorporated in the Works, and all in-situ tests and in-situ concreting as the Contractor proceeds with the Works
- vi. Ensure that quality control is maintained on materials and labour output according to specifications.
- vii. Ensure proper and safe storage of materials to be used for the works.
- viii. Community contribution shall be included in the monthly reports.**

**e. Cost Control**

- i. Check and verify the Contractor's claims, in particular, applications for mobilization and interim payments. (This is currently done by the Project Supervisors and should be continued).
- ii. Issue Variation Orders on behalf of the Employer, having regard for the project budget, or on the Employer's instructions. Variation orders are to be accompanied by detailed reasons with justification for the recommended variation and shall be reported in writing three (3) days in advance of execution of works. The Employer is to then sanction the Variation. See item 7(a). Format noted, as Annex 5 shall be used for variation orders and is available on request.
- iii. Prepare Interim Payment Certificates based on measured works, and using the Employer's format provided. **Certification of works for payment must be completed within seven (7) days of submission of claims by the Contractor to the Consultant.** In recommending payment to the Contractor, and issue same to the Employer on a monthly basis or at intervals as stated in the Contract. (Interim Payment Certificates shall be prepared on a monthly basis or at intervals as stated in the Construction Contract) The format to be used is identified as annex 6 and is available on request.
- iv. Ensure that the Clerk of Works maintains accurate records/details of the Contractor's completed work on site, for submission to the Consultant (Project supervisor) who is expected to prepare interim valuations and reports.
- v. Provide Monthly Cost Reports to the Employer to ensure currency of information regarding the financial status of projects. The format as Annex 7 shall be used and is available on request.

- vi. Prepare and certify the Final Account for the Works. The format as Annex 8 shall be used and is available on request.

**f. Practical Completion**

- i. **Prepare Check List of defects and incomplete work with an expected date of completion and endeavor that Contractor attends to all the items within the time specified.**
- ii. Carry out inspections including practical completion 'walk through' with the Employer, the Contractor, the community and all other relevant Agencies to determine the dates of Practical Completion and of Making Good Defects. The Consultant shall ensure that the community representatives of the steering committee are present at the practical completion 'walk through' to sign off on defects. The Consultant shall use the Employer's supervisor's reporting format to report on the practical completion 'walk through' The Project Supervisor shall use the Employer's format, Certificate of Practical Completion to report on this Inspection. A copy of the format is as Annex 9 and available on request.
- iii. Issue a Certificate of Practical Completion, a Certificate of Making Good Defect and a Final Certificate of Payment as required under the Construction Contract but only after adhering to Item 12 (Mandatory Approval) of this TOR. The coordination and timing of walkthroughs must be accordance with the state of works. Practical walkthroughs must be coordinated and timed within two weeks of the works achieving 90% completion. Preparation of the certificate must be completed no later than two (2) weeks after the walkthroughs.
- iv. Prepare a list of defects with an indication of how to correct and the date of expected completion, to be signed by the community and the Employer.
- v. Prepare "as built" drawings.



- vi. Check the community contribution logbook to ensure that the community contribution is fully recorded and given a monetary value also verify and keep track at regular intervals and submit signed Community Contribution Certificate. (This book is submitted by JSIF and is to be given/turn over to the community at the Project Information Meeting (PIM). The Project Supervisors will now track the community contribution as per the signed Community Sponsor Agreement).
- vii. Compile and deliver to the Employer, 'as built drawings' operational and maintenance manuals and records incorporating information prepared by suppliers as are reasonably necessary to enable the Users to operate and maintain the Works and Equipment. **These must be submitted no later than one month prior to the end of Final Completion.**

**g. Final Completion**

- i. Arrange and attend the Final Completion Meeting (approximately 3 weeks before the end of the Defects Liability Period) in the community and record all outstanding issues pertaining to the completion of the project. Carry out final site inspection and verify that all defects have been attended as required by the specifications/contract, and are approved of by the community, the Employer and all other relevant Agencies. Ensure that all other matters identified in the Final Completion Meeting have been adequately addressed e.g. payment of labour, suppliers, clearing **of the site etc. Issue a Certificate of Final Completion, The format is as Annex 10** and available on request.
- ii. **Prepare a statement of "Draft Final Accounts", to be done two (2) weeks after Practical Completion (for final payment after six-month maintenance period and all defects have been rectified) to be signed by the contractor.**
- iii. Participate in the official Handing Over and or Graduation Ceremony. Hand over 'as built' drawings and

any guarantees/warranties for materials/fixtures etc. to the CBO

**h. Deliverables**

- i. Report on pre-construction activities
- ii. Schedule / cost of materials for CBC related projects
- iii. Verification of work schedule for CBC related projects as provided by the Community
- iv. Monitor and report on community contribution in community agreement
- v. Variation orders, if any, with revisions of drawings etc
- vi. Weekly reports including photographs, community contribution and test results, if any
- vii. Minutes of regular site meetings
- viii. Records of quantity and quality of material delivered
- ix. Monthly cost reports
- x. Report on compliance of environmental management guidelines
- xi. Final Account for the works
- xii. Certificate of Practical Completion
- xiii. Certificate of making Good Defects
- xiv. Certificate of Final Completion
- xv. Final Certificate of Payment
- xvi. "as built" drawings
- xvii. Community contribution certificate
- xviii. Draft Final Account
- xix. Report on any fault committed by the Contractor during project construction

**10. KEY PERSONNEL**

**STAFFING REQUIREMENTS AND DURATION OF CONSULTANCY**

The following table outlines the required skill sets and indicative days to be applied to a construction project with an estimated overall duration of **three (3) months**.

<b>POSITION</b>	<b>QUALIFICATIONS</b>
<b>Landscape Architect (Project Manager)</b>	<b>Bachelor's Degree or Equivalent Certification in Architecture. Must have a minimum eight (8) years general</b>

	<b>experience in the field of supervision architectural design (building &amp; external works/landscaping works.</b>
<b>Quantity Surveyor</b>	<b>Diploma Quantity Surveying. Should have at least Eight (8) years general experience in the field of quantity surveying of which at least five (5) years should be in civil infrastructure works. Registration with the Jamaica Institute of Quantity Surveyors is desired.</b>
<b>Clerk of Works</b>	<b>Diploma in Construction Management or equivalent qualification. Should have at least five (5) years general experience in the field of civil works construction, of which at least three (3) years should be on projects of a similar nature and scope.</b>

Engineers must be registered with the respective Professional bodies which govern the profession.

In the case of Formulation Activities:

- The first phase of the project should be completed within fifteen (15) working days of contract signing.
- The second phase should be completed within **ten (10) working days** after JSIF has signed off on the first phase.
- The total duration of the contract **should not be longer than forty (40) working days (which is inclusive of ten working days for JSIF to check and sign off on both Phases).**

## 10. JSIF INPUTS

**JSIF will provide the Consultant with the following:-**

- A full set of Contract Documents including a full set of all drawings.
- A priced Bill of Quantities with any corrections or changes agreed upon during tender evaluation.
- A map with the exact location of the project site.

- Names of key community contact persons, e.g. community employment liaison officer and President of the community based organization.
- Names of the JSIF representatives
- Electronic media with the Employer's standard reporting formats as well as a format for the calculation of Interim Payment Certificate.
- A copy of the Community Sponsor Agreement (*A Copy of the sponsor agreement will now be given to all project supervisors for the tracking community contributions, this was not previously done*)
- A copy of the contract where the provision for environmental management activities are incorporated.
- A copy of the Environmental appraisal procedure to be followed by the supervisor.
- A copy of JSIF's Environmental Guidelines to be used as a reference for supervision activities.

## **11. PROJECT SUPERVISOR'S PROPOSAL**

11.1 The Project Supervisor's proposal for supervisory services shall specify (taking into account the nature of the project) which professionals will be required and employed on the project noting their specific functions. Curriculum Vitae of all persons must be attached. **Further, a Consultancy Costing Guide detailing the minimum professional hours and reimbursable expenses for costing the project is located in the Financial Proposal Section of the Request for Proposal.**

### **Considerations:**

#### **Supervision**

The Consultant's proposal for supervisory services shall specify which professionals will be employed on the project. Curriculum Vitae of all persons must be attached. Calculation of the fee has to be broken down by time input by all professionals multiplied by their rate.

**The Consultant's team must include the following personnel:**

- Landscape Architect (Project Manager) - Two (2) visits per month during the construction/implementation phase, and four (4) additional visits to include visitation for Practical Completion and the Defects Liability Period
- Clerk of Works - Daily, for the duration of the contract
- Quantity Surveyor - Two (2) visits per month with one (1) visit for Final Accounts

**Note (1)**

**For the supervision of road projects a 100% presence on site is required to verify the amounts of materials used for road base stabilization. The Parish Council requires the project to be under the supervision of a competent Engineer, Clerk of Works or Foreman at all times. All works must be approved by JSIF and the Parish Council. The Superintendent, Roads and Works and/or the parish council representative(s) shall be allowed access without notice for inspecting all and any portion of the works in progress.**

**Specification of Supervision Services during the Implementation of the Project**

**1. Period: 3 month Construction time with an additional 6 months Defects & Liability Period.**

A. Site Visits

- Pre-implementation period : **2 days.**
- Implementation period : As stated above
- Defects Liability Period : As stated above

B. On Site Representation

- i) Project Supervisor's Site Representative : **5 days** per week **(with a minimum of 536hrs for the**

- ii) Quantity Surveyor : *duration of the project)*  
2 **days** per Month  
**(not exceeding 56hrs** for the  
*duration of the project)*

## 12. **MANDATORY APPROVAL**

The Project Supervisor shall request, in a timely manner, approval from the Employer prior to issuing any of the following:

- (a) Variation Orders (Increase or Decrease)
- (b) Extension of Time Grant
- (c) Practical Completion
- (d) Final Completion

The FORMATS for all the above are provided by the Employer for use by the Project Supervisor only on the Employer's projects.

### **NOTE:**

**The Design Consultant shall not disclose to any person, government or other entity external to JSIF the costing information prepared on behalf of JSIF by the Design Consultants or any other person with whom the Consultant may be affiliated.**

## 13. **EXCLUSIONS**

The following represents the list of sections which do not apply in the specific circumstances of the project being formulated.

## 14. **EVALUATION**

**The performance of Consultants will be evaluated at the end of each contract period. See Annex 10- Evaluation Sheet**

## **15. PAYMENT SCHEDULE**

### **FORMULATION**

#### ***First Payment – 30%***

Upon submission and acceptance of Preliminary Design, Estimate, and Report (Including topographic survey if required) and all other tasks described in this TOR, to the entire satisfaction of the Employer.

#### ***Second Payment – 60%***

Upon submission and acceptance (where acceptance is subject to the final approval by the relevant regulatory agency) of Final Drawings, Bills of Quantities, Schedule of Materials (as required), Charts, Lodgement of Drawings for approval with the relevant regulatory agencies.

#### ***Final Payment – 10%***

Upon Approval of the project by the Employer's Board of Directors; and approval of drawing by the relevant regulatory agencies.

#### ***Reimbursable Expenses***

Payment for reimbursable expenses including travelling will be made upon submission of supporting documents.

**PLEASE NOTE THAT INCOMPLETE/SUBSTANDARD SUBMISSIONS WILL NOT BE ACCEPTED. REPORTS MUST BE SUBMITTED AS PER DEADLINES IN CONTRACT. PAYMENTS WILL ONLY BE MADE UPON THE SUBMISSION OF DELIVERABLES.**

The payment to the Consultant is a FIXED FEE together with reimbursable expenses and will be on a stage and performance basis only. Above payments will be made within 28 days of Approval.

Payment for reimbursable expenses including travelling will be made upon submission of detailed invoices, and will also be in conjunction with the above payment schedule during the formulation and construction contract period.

For formulation, Penalties of 2% deductions per 5 day will be applicable for late submissions up to a maximum of 15% of the contracted total of the Professional fees.

**Bonus payments may be applicable on the early (as defined by delivery to JSIF of acceptable final drawings and Bills of Quantities 72 hours prior to the date due) submission and acceptance of same.**

### **SUPERVISION**

There will be a 10% Retention on Professional Fees on each payment made. This Retention is to be the Final Payment paid at the end of the Defects Liability Period, and on submission and acceptance of the Final Accounts, and the original Certificate of Final Completion.

#### *First Payment – 20%*

Upon completion of pre-construction activities as outlined in the Terms of Reference.

#### *Interim Payments – up to a maximum of 60%*

Upon submission and acceptance of the certification of works done by the Contractor and accompanied by the Supervisor's Report (in the prescribed JSIF format), *including:*

- **Pictures to Support Report on critical Activities**
- **Minutes of Site Meetings**
- **Environmental Checklist**
- **Pages of Site Diary.**

Payments to the Supervisor will be aligned with the % of work done by the Contractor up to a total of 60% of the Supervisor's professional fees. Where the Contractor fails to make timely submission of claims, the Supervisor may submit monthly claims for Supervision, up to 60% of work done, along with correlating evidence of the work Supervised.

**Claims submitted for payment to Contractors must be accompanied by the details of the items claimed and verified from the Bills of Quantities. Further a copy of the Contractor's Claim should be submitted along with reasons for variances between the Contractor's claim and the verified claim (if any).**

#### **Penultimate Payment – 20%**



Upon submission and acceptance of the certification of works done by the Contractor reflecting Practical Completion, this must be accompanied by the properly executed original Practical Completion certificate and the Supervisor's Report (in the prescribed JSIF format), including minutes of Site Meetings.

### **Final Payment – 10%**

The final 10% of professional fees paid at the end of the defects liability period and on submission and acceptance Final Accounts; Final Report and the original properly executed Final Completion Certificate.

### **Reimbursable Expenses**

Payment for reimbursable expenses including travelling will be made upon submission of supporting documents.

## **16. SELECTION METHOD**

**Firms will be selected using Consultant's Qualification method**

## **17. EVALUATION CRITERIA**

Please reference the EOI Submission Standard Form

## **18. ANNEXES**

***Annex 1 – Extension of Time Request***

***Annex 2 – Supervisor's Reports (to include, Site Diary Pages covering the reporting period)***

***Annex 3 – Site Meeting Reports***

***Annex 4 – Variation Format***

***Annex 5 – Interim Payment Certificate***

***Annex 6 – Final Payment Certificate (similar to Interim)***

***Annex 7 – Final Accounts***

***Annex 8 – Practical Completion Certificate***

***Annex 9 – Final Completion Certificate***

***Annex 10 – Evaluation Sheet***