

## **TERMS OF REFERENCE**

### **DESIGN REVIEW AND CONSTRUCTION SUPERVISION CONSULTING SERVICES**

#### **1. BACKGROUND**

1.01 The Government of Saint Lucia (GOSL) has applied for financing from the Caribbean Development Bank (CDB), towards the cost of the Ninth Water (John Compton Dam Raw Water Pipeline Replacement) Project (the Project). The Project is a response to the frequent shutdowns and repairs on the John Compton Dam raw water pipeline which negatively impact the quality of service of the Water and Sewerage Company Inc. (WASCO) customers in the north of the island. The expected outcome of the Project is a reliant and resilient supply of water from the John Compton Dam.

1.02 The Project will be executed by WASCO, through its Project Management Unit (PMU). PMU is headed by a Project Coordinator and is the unit responsible for the management and execution of projects. WASCO is overseen by the Ministry of Infrastructure, Ports, Transport, Physical Development and Urban Renewal. WASCO wishes to engage a Construction Supervision Consultant to support the execution of the Project.

1.03 The desired support is with respect to the Infrastructure Works components of the Project. The works consist of the replacement of approximately 5 km of raw water transmission pipeline between the Millet intake junction box to the Vanard booster station roughly parallel to the existing raw water pipeline.

1.04 Payments by CDB will be made only at the request of GOSL and upon approval by CDB and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or any import of goods, if such payment or import to the knowledge of CDB, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than WASCO shall derive any rights from the Financing Agreement or have any claim to the proceeds of the Financing.

#### **2. OBJECTIVE**

2.01 The objective of this consultancy is to assist WASCO in the bidding process necessary for the procurement of contractors and contract management of the works, inclusive of contractor supervision and contract administration during the Project implementation process and through the defects liability period. The consultancy would also be responsible for post-construction reporting.

#### **3. SCOPE OF SERVICES**

3.01 The Consultant shall be solely responsible for the timely completion of reports and the effectiveness of contractor supervision. The tasks will include, but not be limited to:

- (a) Review and validation of the draft bidding documents and finalization prior to the procurement of the works including a determination of the required cash flow and turnover qualifications for the prospective bidders.
- (b) assisting WASCO during the Works Bid Periods. This includes conducting a site visit with Bidders, responding through WASCO to queries raised by Bidders during the Bid Period, evaluating submissions and presenting a comprehensive Bid Evaluation Report with

recommendations to WASCO (who will lead the negotiation process with the first-ranked contractors) and providing assistance with establishing the contract with the contractor(s).

- (c) assigning an experienced Resident/Senior Engineer, acceptable to WASCO and CDB, together with the necessary site staff as shall be approved in writing by the Employer. The Resident/Senior Engineer will be responsible for reporting directly to, and coordinating with, WASCO during the supervision of the infrastructure works.
- (d) **Works Contract Supervision:** Technical support providing supervision of the Contractor activities on behalf of WASCO. In general, this includes carrying out all the duties of the Engineer as specified in the Construction Contract, within the limitations specified therein, which corresponds to the following non-exhaustive activities:

(i) Quality Control Supervision

- Approve Contractor's key personnel including any substitutions during implementation.
- Approve materials and source of materials.
- Inspect the Works periodically during the construction period.
- Supervise compliance with design standards.
- Liaise with the Project Engineer of the PMU: ensure the works are executed as per the contract specifications, detailed design drawings and the bill of quantities.
- Ensure that inspection, approval and testing, when necessary, of all materials and workmanship is conducted.
- Supervise Tests on Completion.
- Order special tests of materials or completed works and/or removal and substitution of improper materials and/or work, as required.
- Ensure follow-up of all modifications and control of the changes.
- Coordinate required activities during the Defects Liability Period.

(ii) Schedule Control

- Approve the contractor's work programme.
- Work proactively with the contractor in order to plan activities on a short, medium and long term.
- Define key milestones.
- Control and appraise the progress of the Works and report any significant delays.
- Order suspension of the Works, if necessary, and authorise, with the employer's approval, extensions of the period for completion of the Works.
- Ensure contingency plan in case of delays.

(iii) Budget Control

- Check documentation to support milestone payment requests.
- Check all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the Contract Documents.

- Issue recommendations for payment of Contractors according to progress of works, based on Contract conditions.
- Follow up of payments (Information of payments actually processed shall be provided by WASCO).

(iv) Health, Safety and Environment Control

- Monitor adherence to the Health and Safety Plan.
- Supervise the Contractor in all matters concerning public safety and care of the works and, if required, request the Contractor to provide any necessary lights, signage, guards, fencing, and watchmen.
- Monitor adherence to the Environmental Management Plan.

(v) Risk Management

- Production and monitoring of a risk management plan.
- Constant assessment of the impacts of risks on the Project.
- Definition of mitigation measures for each risk.

(vi) Contract Administration

- Ensure contractual obligations are respected.
- Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents.
- Issue variation orders, evaluate variations, fix rates for unpriced work, all after obtaining prior approval of the employer, and/or to make recommendations to the employer regarding alternatives.
- Ensure amendments are in place and formalised when applicable.
- Management of claims, non-conformances, request for information, etc.
- Issue of Taking Over Certificates.
- Issue Certificates of Final Completion after the rectification by the Contractor of possible defects and end of Defects Liability Period, and recommendation for payment of retention money.

(e) **Stakeholder Management:** Ensure the best interest of all the relevant stakeholders is taken into account when decisions are made, ensure their active participation in the decision-making process and ensure close coordination and the appropriate flow of information. Ensure coordination of the stakeholders within the Organisational Structure of the Project.

(f) **Community Awareness/Social Management Plan:** Coordination of community awareness activities in collaboration with Community Liaison Officer (CLO) and the Project Coordinator (PC), to inform the community about project activities and benefits, as well as to conduct other sensitisation activities to be defined with WASCO. This will include the following non- exhaustive activities:

- (i) Participate in community meetings throughout project implementation to ascertain and inform, among other things, the communities' views on the Project, as well as the implementation progress and impacts.

- (ii) Production and Monitoring of a Social Management Plan inclusive of critical aspects for mainstreaming of gender equality and universal design environmental access requirements/standards for persons with disabilities.
- (iii) Work closely and coordinate with the PMU to manage risks and address issues including ensuring that any social and gender-based violence instances and complaints that come the attention of the consultant are registered in the grievance redress mechanism.

**4. REPORTING REQUIREMENTS AND DELIVERABLES**

4.01 The Consultant(s) shall provide the following documents and reports to WASCO:

- (a) Inception Report: Within two weeks of contract start date. The report should describe the approaches proposed to be taken to prepare and deliver the scope of works outlined.
- (b) Final Bidding Documents: within four weeks of contract start date. The bidding documents should conform to CDB's standard templates.
- (c) Bid Evaluation Report(s): Within three weeks of receipt of the bids forwarded by WASCO, the Consultant shall present a Bid Evaluation Report on each contract or contract package, to include but not be limited to, an assessment of the bidder's compliance with the instructions to bidders, their bid sums, any corrections to the bid sums, individual rates, and proposed timeframes. A recommendation for award shall be given;
- (d) Pre-construction Report(s): Within four weeks of award, the Consultant shall present a Pre-construction Report, to include but not be limited to, the minutes of the pre-construction meeting, the contract price, proposed start date, proposed completion date, the contractor's work schedule and the construction drawings and specifications to include any alterations to the scheme arising out of the bid process;
- (e) Construction Progress Reports: Within one week after the due date of the Contractor's Monthly Progress Report, but no later than the 10th day of each month, submit a Monthly Progress Report, briefly and concisely summarising construction activities and progress for the previous month, and reporting on the implementation of Environmental and Social Management Plan (ESMP). Problems encountered, and/or problems anticipated, shall be clearly stated, together with steps taken or recommendations for their correction/mitigation. These reports shall also list the contractors' equipment and work force (disaggregated by sex). It will also indicate the work to be performed during the coming month, expenditure record, and current estimates of final cost and completion date. A copy of the Contractor's Monthly Progress Report shall form an Appendix to the Consultant's report;
- (f) Works Completion Report: Within one month of the issue of the Taking-Over Certificate, provide a Works Completion Report, summarising the construction activities, contract changes, claims or disputes or any other substantive matters having an effect on the amount, cost and progress of the work, the current status of the works and contract, reporting on expected outcomes at the end of the Defects Notification Period and including as-built drawings. The as-built drawings shall be provided in electronic (pdf) format as well as in full size (A1) hardcopy sets. All data, records, field books, manuals, and warranties,

properly indexed and catalogued, shall also be provided. Maintenance manuals and warranties shall also be provided in electronic (pdf) format;

- (g) Contract Completion Report: Within two months of the issue of the Performance Certificate, prepare a Contract Completion Report on the Works Contract(s), summarising the construction activities, contract changes, claims or disputes or any other substantive matters which had an effect on the quality, cost and progress of the work.

4.02 Reports and drawings should be submitted in three hard copies and electronically in the original editable formats where requested.

## 5. IMPLEMENTATION ARRANGEMENTS

5.01 WASCO will appoint a PC. The PC will facilitate the work of the Consultant and make available all relevant studies, reports and data, relevant to the completion of the exercise and will act as liaison between the consultant, GOSL officials, and stakeholders.

## 6. QUALIFICATIONS AND EXPERIENCE

6.01 The consulting team should consist of persons having the appropriate professional and academic qualifications and relevant experience in the Key Expert areas of project management, water and sanitation/civil engineering, environmental specialisation, social specialisation and construction supervision. Post Graduate qualifications in the required fields as well as specific experience in the Caribbean will be considered an asset.

- a. **Key Expert No. 1: Team Leader/Project Manager:** Master's degree in civil engineering or related field with a minimum of ten years' experience in hydraulic analyses and water supply network planning and design and leading a team of this nature.
- b. **Key Expert No.2: Resident/Senior Engineer:** Master's degree in civil engineering or related field with a minimum of ten years' relevant experience in construction supervision, site management and reporting.
- c. **Key Expert No. 3: Environmental Safeguards Specialist:** A Master's Degree in Environment Engineering/Environmental Sciences/Environmental Studies or related field with a minimum of five years demonstrated experience in environmental management and environmental sustainability and supervision of environmental aspects of infrastructure projects. OR

A bachelor's degree in Environment Engineering/Environmental Sciences/Environmental Studies or related field with a minimum of eight years demonstrated experience in environmental management and environmental sustainability and supervision of environmental aspects of infrastructure projects.

- d. Key Expert No. 4: Social and Gender Safeguards Specialist:** Master's degree in development studies, community development, gender studies, sociology, international development, anthropology, social policy or other related fields with a minimum of five years' relevant experience. OR

A bachelor's degree in development studies, community development, gender studies, sociology, international development, anthropology, social policy or other related fields with a minimum of eight years' relevant experience encompassing stakeholder engagement practice, participatory approaches, gender assessment and community development.

6.02 It is envisaged that other inputs for the assignment would be required from Non-Key Experts such as, Assistant Engineers, Health and Safety Officers and Quantity Surveyors.

6.03 All members of the consulting team will be required to sign and submit a Code of Conduct upon award of contract.

## **7. MANPOWER, SCHEDULING AND COSTS**

7.01 In estimating man-month requirements and costs of the services, the Consultant(s) should ensure that the proposal takes full account of all of the above requirements and the following items:

- (a) consultant(s) fees;
- (b) consultant(s) out-of-pocket expenses and overheads;
- (c) support staff services;
- (d) equipment hire; and
- (e) report production, documentation, and communication costs.

## **8. DURATION**

8.01 The planned completion period for the construction works is 24 months consecutive, commencing [April 2026], followed by a Defects Liability Period of 12 months which will require part time input from the Consultant, with approximately 2 months at the end for the contract completion report. The Consultant will also be required to review and finalise the bidding documents and assist GOSL in the Bidding process for procurement of the contractor – 6 months are anticipated. The total duration of the consultancy service is therefore not expected to exceed 44 months.

