

Implementation

4 IMPLEMENTATION

4.1 Selection of Adopted Buildings

After a detailed inspection of the premises that were substantially damaged, a budget estimate was prepared and presented to PAHO. This estimate was in the sum of US\$1,075,600.00 as shown on the spreadsheet on Figure 1.

This repair sum exceeded PAHO's budget of US\$237,000.00 which was allocated to Antigua. A decision was taken by PAHO to assist in the repairs of premises that provided resident health care. Based on this criterion, and the budget estimate, the following premises were selected:

- three buildings at Holberton General Hospital;
- five buildings at the Mental Hospital;
- six buildings at Fiennes Institute (a health care facility for the aged, as well as mentally and physically challenged persons).

The selected buildings are listed on the spreadsheet, Figure 1, under the column marked "PAHO Funds".

4.2 Selection of Contractors

The normal procedure of selection of contractors by competitive tendering was thwarted by the urgent need for the repairs and the constraint of expending the funds by the 15th December, 1995.

Due to the volume of work and the distance between the premises, CEP recommended that the work be done under two contracts with two builders. The division was:

- Contract #1 - Holberton and Fiennes (which are adjacent to each other) and;
- Contract #2 - Mental Hospital.

After discussions of PAHO's proposals with the Ministry of Health in Antigua, the Antigua Government, through its Public Works Department, agreed to provide the labour and management for the repairs of the buildings at Holberton. The materials were to be funded by PAHO. This was accepted. The proposal was changed to re-allocate a greater budget to the Mental Hospital.

The contracts were revised to omit Holberton, and permission was granted to negotiate with two Antiguan contractors.

4.3 Consultancy Service

Within the estimate a consultancy fee was built in and CEP was engaged to prepare tender documentation and construction details for negotiation. They also will provide quality assurance inspections through a representative resident in Antigua for the duration of the repairs. Included in the engagement is the evaluation of Contractor's Claims and Certification of Payments. Supervision in chief will be provided by CEP's office in Barbados.

Appendix



PAN AMERICAN HEALTH ORGANIZATION
Pan American Sanitary Bureau, Regional Office of the
WORLD HEALTH ORGANIZATION

OFFICE OF CARIBBEAN PROGRAM COORDINATION

P.O. BOX 508
BRIDGETOWN, BARBADOS, W.I.

TELEPHONE: (809) 426-3860
FAX NO: (809) 436-9779
CABLE: OFSANPAN

IN REPLY REFER TO:

CONTRACTUAL SERVICES AGREEMENT

CONTRACT No. ASC-95/00100-0

This Contractual Services Agreement is subscribed between the PAN AMERICAN HEALTH ORGANISATION referred herein after as PAHO/WHO, with address located at "Abergeldie", Dayrells Road and Navy Gardens, Christ Church, Barbados, mail address, P. O. Box 508 Bridgetown, represented by Dr. Karen Sealey, Caribbean Program Coordinator (CPC) and TONY GIBBS with address at, CONSULTING ENGINEERS PARTNERSHIP LTD. BRIDGETOWN, BARBADOS 426-5930 referred to as the CONTRACTOR, hereby agree to the following, subject to the terms and conditions expressed hereunder:

1. The CONTRACTOR agrees to provide the following services to PAHO/WHO in accordance with the stages or phases of execution specified herein and the special provisions which are an integral part of the contract.

SCOPE OF WORK

The contractor, (assisted by a surveyor), will

1. Carry out on-site inspection of damage caused to Government health facilities in Antigua by Hurricane "Luis", (Holberton hospital, Health Centers and Clinics, Mental Hospital and Hospital for the Elderly).

2. Prepare a description of the repairs required which take into account a reasonable standard of protection against future disasters and which will guide the preparation of contracts for the execution of the work, (including drawings of the technical proposals, details of the repairs required, dimensions and minimum standards). Such preparation of contract will form part of a separate agreement.

3. Prepare cost estimates for the repairs by facility and where appropriate by type of repairs, (e.g. roofs, windows, etc.), and building, and identify suitable contractors who might be able to carry out the work.

4. Prepare a report of the survey in a format that will assist the planning of the repair work and which will include recommendations on their implementations.
5. Prepare a comparative analysis using examples of buildings that resisted the hurricane and those that sustained damages.
6. Where possible, identify the reasons, technical and otherwise for the different levels of damage to the buildings.
7. Prepare a final report, including photographs and illustrations, in a format suitable for presentation as a case study.

The amount listed as compensation is inclusive of all expenses related to the execution of this contract

2. These services shall be furnished during a period which shall start on 15 SEPTEMBER 1995 and shall be completed by or no later than 13 OCTOBER 1995.

3. PAHO/WHO, shall pay the contractor for these services as total compensation, the sum of Nine Thousand and 0/100 DOLLARS (US\$ 9,000.00 dollars) which shall be paid upon certification of satisfactory completion of the services in accordance with the stages or phases of execution or as specified here following:

No. 1- 15/09/95 US\$ 3,500.00 Upon signature
No. 2- 29/09/95 US\$ 2,500.00 on submission of report as per 4
No. 3- 13/10/95 US\$ 3,000.00 on submission of final report

Payments will be charged against obligation CPC-95/00827-5 allotment AM/CAR-DPP-040/PD /9495/390.

4. If provided and indicated under the scope of work, PAHO/WHO, shall provide the CONTRACTOR, transportation for approved travel, UN per diem for the localities visited and incidental travel expenses incurred and duly documented when applicable as per PAHO/WHO Administrative Manual.

5. PAHO/WHO shall pay the CONTRACTOR upon presentation of invoices, (original and two copies), showing contract No. making reference, if applicable, to the phases of completion as detailed under the scope of work and setting forth the appropriate charges. Transportation ticket stubs and receipts for incidental travel expenses shall be attached to PAHO form 110, as evidence that travel took place. Invoices and PAHO form 110, shall be certified by the PAHO/WHO Project Officer as to satisfactory completion of services prior to payment.

6. Invoices shall be submitted to: PAHO/WHO, for the attention

of Dr. Karen Sealey, Caribbean Program Coordinator, P.O. Box 508, Bridgetown, Barbados.

7. The performance of the services required under this contract shall be subject to the technical direction of the PAHO/WHO Project Officer, Dr. Dana Van Alphen.

8. The project Officer named above, is not authorized to change the scope of work as stated above. No oral statement by any person shall modify or otherwise affect the terms, conditions, or specifications herein stated. All modifications to the contract must be made in writing by PAHO/WHO's Contracting Officer.

9. This contract shall enter into effect on the date on which it was signed by both parties.

10. It is understood that the execution of this contract does not create any employer/employee relationship between the contractor and PAHO/WHO and that PAHO/WHO, shall not be responsible for any loss, accident, damage or injury suffered or caused by the contractor, or any person claiming under this contract arising in and out of the execution of this work or in any manner whatsoever.

11. Any dispute relating to the interpretation or execution of this agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

SPECIAL PROVISIONS

TERMINATION: This Contract may be terminated by either party by written notice delivered to the other party at least 15 days before the effective date of termination. If the Contract is so terminated, the CONTRACTOR shall be compensated to the extent that PAHO shall be liable for payment for services rendered or to be rendered prior to the effective date of termination.

TITLE, COPYRIGHT, PATENT RIGHTS AND OTHERS: All rights, including title, copyright and patent rights in any material produced under the terms of this Contract shall be vested in PAHO, which shall be entitled to make whatever changes or eliminate whatever parts of the material it deems advisable.

STANDARD OF PERFORMANCE: The CONTRACTOR agrees that the services performed pursuant to the requirements of this Contract shall conform to the highest professional standards. The CONTRACTOR shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the


government of the country in which the services are performed. Further, the CONTRACTOR agrees to utilize any information and/or documents obtained from or provided by PAHO for the purpose of this contract exclusively for the activities agreed upon.

SUBCONTRACTING OR ASSIGNMENT: No services hereunder shall be subcontracted, nor shall any claims arising under or by virtue of this contract be assigned, without the prior written approval of the PAHO Contracting Officer.

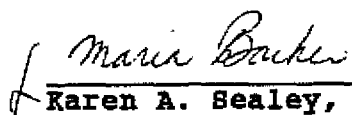
PAHO OFFICIAL NOT TO BENEFIT: The CONTRACTOR warrants that no PAHO staff member shall be admitted to any share or part of this Contract, or to any benefits that may arise therefrom.

PUBLICITY OR ADVERTISING: The CONTRACTOR shall not advertise the fact that such CONTRACTOR is the supplier of services to PAHO and/or the World Health Organization. Also, the CONTRACTOR shall in no manner whatsoever use the name emblem, or official seal or PAHO and/or the World Health Organization in any connection with his business or otherwise.

IN WITNESS WHEREOF, the parties or their duly authorized representatives sign this contract, in duplicate, at the respective place and on the respective dates indicated below.



TONY GIBBS



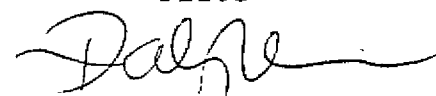
Karen A. Sealey, CPC
PAHO/WHO

15 Sep 95
Date

15 September 1995
Date

Barbados
Place

Barbados
Place



Dr. Dana Van Alphen
Project Officer