

OFFICE OF THE CONTRACTOR GENERAL

Special Report of Investigation

Into the Award of Contracts for the Island-Wide Mitigation (De-Bushing and Drain Cleaning) Programme which was Implemented by the National Works Agency (NWA) in the amount of Six Hundred and Six Million Dollars (\$606,000,000.00)

Ministry of Economic Growth and Job Creation

National Works Agency

TABLE OF CONTENTS

INTRODUCTION	4
JURISDICTION	8
TERMS OF REFERENCE	10
METHODOLOGY	12
FINDINGS OF FACT	15
DISCUSSION OF FINDINGS	26
The Circumstances which led to the Commencement and Implementation of the Islam wide Mitigation Programme (De-bushing and Drain Cleaning)	
The Procedures which were Undertaken in the Award of Contracts for the Island-wid Mitigation (De-bushing and Drain Cleaning) Programme	
Cabinet Approval: The Island-wide Mitigation (De-bushing and Drain Cleaning) Programme	30
Source of Funding for the Programme	39
Contractors Selected for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme	39
The NCC Registration Status of the Contractors Selected for the Island-wide (De-Bushin and Drain Cleaning) Programme	0
The NWA's Notification to the NCC of the Award of Contracts	44
Justification for the Utilization of the Contracting Under Emergency Circumstances Procurement Methodology	44
Breaches of the Procurement Guidelines	58

Office of the Contractor General Page **1** of **485**



Particulars of the Contracts Awarded for the Island-wide Mitigation (De-Bushing Drain Cleaning) Programme	
The Locations in Which Works Were Executed for the Island-wide Mitigation (De- and Drain Cleaning) Programme	-
Conditions of Contracts:	61
The Bill of Quantities Concerning the Island-wide Mitigation (Drain Cleaning and I Bushing) Programme	
The Manner in which the Works were Implemented/Executed	68
Execution of the Contract by Construction Solutions Limited	68
Facilitators Utilised in St. Ann	
Facilitators Utilised in St. Mary	81
Concerns with Regard to Statements Made by Mr. Vincent Taylor and Supervisors of Construction Solutions Ltd.	
Execution of the Contract by YP Seaton & Associates Company Limited	105
Execution of the Contract by Asphaltic Concrete Enterprise Limited and General Pa Company Limited	-
Execution of the Contract by Build-Rite Construction Company Limited	122
The Role of the National Works Agency in the Implementation of the Contracts	157
The Monitoring and Verification of Contracts by the NWA	175
The Office of the Contractor General's Assessment and Verification of the Qualit Standard of Work executed in accordance with the Contracts	
Details of Payments Made to Contractors for the Implementation of the Program	me . 187
The Variation in the Value of Contracts	196
The Road Patching Component of the Island-wide Mitigation (Drain Cleaning an Bushing) Programme	
Contact Made with People's National Party Members of Parliament for the Road Pa Component of the Programme	
Allegations Made by Mr. Vincent Taylor Concerning the Involvement of Cabinet Ministers and/or Members of Parliament in the Execution of the Island-wide Mit	
(De-Bushing and Drain Cleaning) Programme	
The Involvement of the Honourable Clifford Everald Warmington, MP	
The Involvement of Dr. the Hon. Andrew Wheatley, MP	
The Involvement of the Hon. Shahine Robinson	274



Allegation that the Programme was a Means of Repaying Contractors for their G	1 0
Contribution to the Jamaica Labour Party	
Conflict of Interest	337
Allegation that the Hon. Clifford Everald Warmington has a Vested Interest in C	
Solutions Ltd	
Value for Money (VFM)	
APPENDIX 1A-E	369
Appendix 2	
APPENDIX 3	419
APPENDIX 4	421
APPENDIX 5	
APPENDIX 6	



OFFICE OF THE CONTRACTOR GENERAL

Special Report of Investigation

Into the Award of Contracts for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme which was Implemented by the National Works Agency (NWA) in the amount of Six Hundred and Six Million Dollars (\$606,000,000.00)

Ministry of Economic Growth and Job Creation <u>National Works Agency</u>

INTRODUCTION

The Office of the Contractor General (OCG), pursuant to <u>Sections 4</u>, and <u>15 of the Contractor</u> <u>General Act (CG Act)</u>, on November 22, 2016, commenced an Investigation into the award of contracts for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme which was implemented by the National Works Agency (NWA) in the amount of Six Hundred and Six Million Dollars (\$606,000,000.00).

The OCG's decision to undertake an Investigation into the matter was prompted by an email correspondence dated November 20, 2016, which was received from Mr. Julian J. Robinson, Deputy General Secretary, People's National Party (PNP), and copied to Mr. Paul Burke. The referenced email stated, *inter alia*, as follows:

"The People's National Party is calling on the Office of the Contractor General to immediately commence an investigation into the allocation of \$600 Million of 'bushing work' being undertaken by

Office of the Contractor General Page **4** of **485**



the Government through the National Works Agency."¹

The mentioned email correspondence also outlined the following:

"JLP Government Allocating \$600 million of bushing work' prior to Local Government Election.

The People's National Party is calling on well thinking Jamaicans to interpret and seek answers about the spending of some \$600 million of tax payers money on bushing over the next few days prior to the holding of Local Government Elections, next Monday 28th November. This amount was confirmed by the CEO of the National Works Agency, Mr. E.G. Hunter who told PNP General Secretary Paul Burke in a telephone conversation this morning, that the decision was taken by the Cabinet.

Outside of the staggering amount for bushing when remedial road repairs are urgently needed in Eastern Jamaica, particularly Portland and St. Thomas, the allocation of the work has circumvented the PNP Members of Parliament, duly

¹ Email correspondence dated November 20, 2016, to Mr. Dirk Harrison, Contractor General, from Mr. Julian J. Robinson, Deputy General Secretary, People's National Party (PNP), and copied to Mr. Paul Burke.



elected representatives of the people, and the municipal corporations/local authorities.

On Munroe Road and Old Hope Road, persons bushing can visibly be seen in their green party shirts. The PNP will also be bringing this serious matter to the attention of the Office of the Contractor General and the Political Ombudsman.

Notwithstanding this 'buying' of support, the People's National Party will continue its work in engaging the Jamaican People to support the Party's Local Government Platform and its candidates."²

The OCG was further prompted to investigate the referenced matter based upon representations which were made in a Jamaica Observer online news article, dated November 21, 2016, and which was entitled "*Government unaware of PNP's \$600-m 'bushing work' claim*". The article stated, *inter alia*, the following:

"MINISTER of Local Government and Community Development Desmond McKenzie said yesterday that he is unaware of any sort of 'bushing work' being authorized by the Government.

...

² Email correspondence dated November 20, 2016, to Mr. Dirk Harrison, Contractor General, from Mr. Julian J. Robinson, Deputy General Secretary, People's National Party (PNP), and copied to Mr. Paul Burke.



"I don't have a clue of anything like that being done, so I can't comment on that," McKenzie told the Jamaica Observer when contacted yesterday."³

The aforementioned allegations and inferences, amongst others, raised several grave concerns for the OCG, especially in light of the provisions which are enshrined in <u>Section 4 (1) of the Contractor General Act.</u> Section 4 (1) of the Act requires, *inter alia*, that GOJ contracts should be awarded "...*impartially and on merit*" and that the circumstances of award should "...*not involve impropriety or irregularity*". The foregoing objectives formed the basis of the OCG's Terms of Reference for its Investigation and were primarily developed in accordance with the provisions which are contained in <u>Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor General Act.</u>

The OCG was also guided by the expressed provisions which are contained in <u>Section 21 of the</u> <u>Contractor General Act</u>. <u>Section 21</u> specifically mandates that a Contractor General shall consider whether he has found, in the course of his Investigation, or upon the conclusion thereof, evidence of a breach of duty, misconduct or criminal offence on the part of an officer or member of a Public Body and, if so, to refer same to the competent authority to take such disciplinary or other proceedings as may be appropriate against that officer or member.

The Findings of the OCG's Investigation into the circumstances surrounding the aforementioned matter are premised primarily upon a review and an analysis of the statements and the documentary evidence which were provided by the Respondents, who were requisitioned and/or summoned by the OCG, during the course of the Investigation.

³ Jamaica Online News Article, dated November 21, 2016, and entitled" *Government unaware of PNP's \$600-m 'bushing work' claim*".



JURISDICTION

The jurisdiction of the Contractor General to enquire into the circumstances surrounding the matter at caption is grounded in the following sections of the <u>Contractor General Act (CG Act)</u>.

Section 15 (1) provides that:

"Subject to subsection (2), a Contractor-General, may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters-

- (a) the registration of contractors;
- (b) tender procedures relating to contracts awarded by public bodies;
- (c) the award of any government contract;
- (d) <u>the implementation of the terms of any</u> <u>government contract</u>;
- (e) the circumstances of the grant, issue, use, suspension or revocation of any prescribed license;
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licenses."

Section 16 of the Act expressly provides that:

"An investigation pursuant to section 15 may be undertaken by a Contractor-General on his own initiative or as a result of representations made to



him, if in his opinion such investigation is warranted."

Section 2 of the Act provides the following interpretation:

"government contract" includes any licence, permit or other concession or authority issued by a public body or agreement entered into by a public body for the carrying out of building or other works or for the supply of any goods or services;

"prescribed licence" means any licence, certificate, quota, permit or warrant issued or granted pursuant to any enactment by a public body or an officer thereof;

"public body" means –

- (a) a Ministry, department or agency of government;
- (b) a statutory body or authority;
- (c) any company registered under the Companies Act, being a company in which the Government or an agency of Government, whether by the holding of shares or by other financial input, is in a position to influence the policy of the company";



TERMS OF REFERENCE

The OCG, in conducting its Investigation into the circumstances surrounding the matter at caption sought primarily to determine, *inter alia*, the following:

- 1. The basis upon which the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme was undertaken by the Government of Jamaica (GoJ).
- 2. The processes and/or procedures which were undertaken in the award of contracts with respect to the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- 3. Whether there were any acts of impropriety and/or irregularity on the part of any person(s) or public body(ies), in respect of the award of contracts relating to the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- 4. Whether there was any breach of the <u>Contractor General Act (CGA)</u>, the Regulations, the <u>Government of Jamaica Public Sector Procurement Guidelines 2012 (GPPH) and the Public Bodies Management and Accountability Act</u> in the award of contracts to undertake the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- 5. Whether the contracts were implemented in keeping with the agreed contractual terms.
- 6. Whether any of the parties involved in the process engaged in any acts of nepotism, irregularity and/or impropriety in the processes relating to the award of the contracts for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- Whether there was any conflict of interest on the part of any person with respect to the award of the contracts for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.



- 8. Whether the Government of Jamaica received value for money in the award and implementation of the contracts with respect to the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- 9. Whether the implementation of the works associated with the award of contracts relevant to the subject programme was influenced by political motives/favouritism, politicians, Members of Parliament and/or any other person.
- 10. The veracity of the allegation that the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme was a means of 'buying political support' with respect to the Local Government Elections which were held on November 28, 2016.



METHODOLOGY

The OCG, in the conduct of its Investigation issued requisitions and conducted hearings with the following Public Officials/Officers and other persons concerned; who were required to provide written and/or oral responses.

Requisitions were dispatched to the following persons:

- a) The Hon. Dr. Horace Chang, MP, Minister without Portfolio, Ministry of Economic Growth and Job Creation;
- b) The Hon. Daryl Vaz, MP, Minister without Portfolio, Ministry of Economic Growth and Job Creation;
- c) The Hon. Audley Shaw, MP, Minister of Finance and Public Service;
- d) Mr. Everton G. Hunter, Chief Executive Officer (CEO), National Works Agency (NWA);
- e) Mr. Owen Campbell, Build- Rite Construction Company Limited;
- f) Mr. Mark Knight, Wadmar Construction Limited;
- g) Mr. York Page Seaton, Y.P. Seaton and Associates Company Limited;
- h) Mr. Vincent Taylor, Construction Solutions Limited;
- Mr. Earl Patterson, Senior Director, Project Implementation and Deputy CEO, NWA;
- j) Mr. Patrick Gordon, Managing Director, Asphaltic Concrete Enterprise Limited;
- k) Mr. Varden Downer, Regional Implementation and Special Projects, NWA; and
- 1) Mr. Oswald Williams, Sub-Contractor for Construction Solutions Limited.

Follow-up requisitions were also sent to selected individuals mentioned above.

The OCG conducted hearings pursuant to <u>Section 18 of the Contractor General Act (CGA)</u> with the following persons:



- 1. The Hon. Robert Montague, MP, Minister of National Security;
- 2. Dr. the Hon. Andrew Wheatley, MP, Minister of Science, Energy & Technology;
- The Hon. Clifford Everald Warmington, MP, State Minister, Office of the Prime Minister (OPM);
- 4. The Hon. Shahine Robinson, MP, Minister of Labour and Social Security;
- 5. Mr. Everton G. Hunter, Chief Executive Officer (CEO), National Works Agency;
- 6. Mr. Owen Campbell, Managing Director, Build-Rite Construction Company Limited;
- 7. Mr. York Page Seaton, Y.P Seaton and Associates Company Limited;
- 8. Mr. Patrick Gordon, Director, General Paving Company Limited/Asphaltic Concrete Enterprise Limited;
- 9. Mr. Nicholas Gordon, Asphaltic Concrete Enterprise Limited;
- 10. Mr. Vincent Taylor, Managing Director, Construction Solutions Limited;
- 11. Mr. Richard Rogers, Rogers Land Development Limited and Sub-Contractor for Construction Solutions Limited;
- 12. Ms. Bernadette Chin, Chins Construction Limited;
- 13. Mr. Oswald Williams, Sub-Contractor for Construction Solutions Limited;
- Mr. Mark Knight, Wadmar Construction Limited and Sub-Contractor for Construction Solutions Limited;
- 15. Ms. Ramona Rennie, Secretary, Wadmar Construction Limited;
- 16. Mr. Duane Thompson, Project Manager, Construction Solutions Limited;
- 17. Mr. Kennard Clemetson, Supervisor, Construction Solutions Limited;
- 18. Mr. Jason Cunningham, Supervisor, Construction Solutions Limited;
- 19. Mr. Marlon Haynes, Supervisor, Construction Solutions Limited;
- 20. Mr. Roosewelt Valentine, Supervisor, Construction Solutions Limited;
- 21. Mr. Tyrone Robinson Chairman, North East Regional Health Authority (NERHA);
- 22. Mr. Wilfred Kerr, Y.P. Seaton and Associates Company Limited; and
- 23. Mr. Kenneth Townsend, Y.P. Seaton and Associates Company Limited.



The OCG, in the investigation of this matter and during the period November 24, 2016 to January 31, 2017, also undertook verification exercises of the works which were being undertaken with respect to the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.

Further, the OCG conducted a detailed review and cross-referencing of the statements and supporting documents which were submitted by the referenced public officials/officers and other persons concerned.



FINDINGS OF FACT

Based upon a comprehensive review of, *inter alia*, the written statements and enclosed documentary evidence which were provided to the OCG by certain public officials/officers and other persons concerned, the OCG is detailing, hereunder, a list of the key Findings of Fact:

- The public entity, which was mandated to spearhead the implementation of the Islandwide Mitigation Programme (De-bushing and Drain Cleaning), is the National Works Agency (NWA).
- The decision and approval for the commencement and implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme emanated from the Cabinet of Jamaica. This decision and approval was communicated to the National Works Agency (NWA) on November 16, 2016, by Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation (MEGJC).
- The MEGJC was the core Ministry, which had direct responsibility for the provision of oversight in respect of the implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- 4. The MEGJC was created in March 2016, with the change of the political administration and is charged with drafting the blueprint to drive economic growth and sustainable development in Jamaica. The Ministry has oversight for some forty 48 Agencies, Departments and Divisions, which are responsible for approximately 68 subject areas.⁴
- 5. The contractors were selected by the Cabinet of Jamaica to execute works in relation to the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme. The contractors

⁴ Ministry of Economic Growth and Job Creation accessed on June 6, 2017, accessed at: <u>http://www.mwh.gov.jm/#!/about-us</u>



selected in the initial phase and the parishes for which they were selected were as follows:

- a) General Paving Company Ltd. -Kingston and St. Andrew;
- b) Asphaltic Concrete Enterprises St. James, Westmoreland, Portland, Trelawny and St. Thomas;
- c) Construction Solutions Ltd. -St. Mary, St. Catherine and St. Ann;
- d) Build-Rite Construction Company Ltd. Manchester, Clarendon and St. Elizabeth; and
- e) Brighton Engineers Ltd. -Hanover.
- 6. Subsequent to the selection of the referenced contractors, Mrs. Audrey Sewell, Permanent Secretary, MEGJC, wrote to Mr. Everton G. Hunter, CEO, NWA, by way of an email dated November 17, 2016, and advised that "*Minister Chang*", in his capacity as Acting Prime Minister, had given instruction for the replacement of the contractors who were initially selected for the parishes of Westmoreland, Hanover and St. James. The instructions provided in the referenced email were as follows:

"YP Seaton is to replace the contractors who are on the list sent to you in the parishes of Hanover, St. James and Westmoreland."⁵

In this regard, the contractors selected for the referenced parishes were replaced with Y.P. Seaton and Associates Company Ltd.

 The total budget allocated for the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme, as communicated to the NWA on November 16, 2016, by Mrs. Audrey Sewell, was in the amount of Six Hundred and Six Million (\$606,000,000.00).

⁵ Email dated November 17, 2016, which was sent by Mrs. Audrey Sewell to Mr. Everton G. Hunter.



 The total contract value/allocation which was awarded/allocated to General Paving Co. Ltd., Asphaltic Concrete Enterprise Ltd., Construction Solutions Ltd.; Build-Rite Construction Company Limited and Y.P. Seaton and Associates Company Ltd. was in the amount of \$540,740,734.00.

A total of \$25,614,406.61 was allocated for contingency and a total of \$39,644,859.84 was allocated for the Agency Fee payable to the NWA for the implementation of the contract.

- 9. On November 18, 2016, the Government of Jamaica acting through the National Works Agency (NWA), entered into Agreements with five (5) contractors to execute bushing and drain cleaning works in various locations across the island.
- 10. The following table indicates the parishes in which the above contractors were contracted to execute the 'Island-wide Mitigation Programme', the funds allocated by the National Works Agency (NWA) for each parish and the allocation stipulated in each contract:

Table	1

PARISH	NAME OF CONTRACTOR		VALUE \$
Kgn. & St. Andrew	General Paving Company Ltd.		55,817,654.00
Trelawny	General Paving Company Ltd.		33,684,732.00
		Total	89,502,386.00
St. Thomas	Asphaltic Concrete Enterprise Ltd.		\$ 13,208,844.00
Portland	Asphalt Concrete Enterprise Ltd.		\$ 40,536,011.00
	· · ·	Total	53,744,855.00
St. Mary	Construction Solutions Ltd.		\$ 39,650,299.00
St. Ann	Construction Solutions Ltd.		\$ 39,103,125.00
St. Catherine	Construction Solutions Ltd.		\$ 100,610,000.00
	·	Total	179,363,424.00
Manchester	Build-Rite Construction Company Ltd.		\$ 37,589,330.00
Clarendon	Build-Rite Construction Company Ltd.		\$ 56,399,905.00
St. Elizabeth	Build-Rite Construction Company Ltd.		\$ 37,575,500.00
		Total	131,564,735.00
St. James	Y.P. Seaton and Associates Company Ltd.		\$ 31,478,140.00
Hanover	Y.P. Seaton and Associates Company Ltd.		\$ 26,782,590.00
Westmoreland	Y.P. Seaton and Associates Company Ltd.		\$ 28,304,605.00
		Total	86,565,335.00
Allocation			\$ 540,740,734.00

Office of the Contractor General Page **17** of **485**



- 11. The companies, Asphaltic Concrete Enterprise Limited and General Paving Company Limited have the same registered Owners and Directors.
- 12. With regard to the selection of the contractors for the implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme, Mr. Everton G. Hunter, during his appearance before the Contractor General on December 20, 2016, stated that: "...<u>the</u> <u>Cabinet's decision instructed me to enter into contract with a select group of</u> <u>contractors to do work in a specified amount, in specified location. And in full</u> <u>faithfulness to my obligation as an employee of the Government of Jamaica, I followed</u> <u>through forthwith and executed the contract knowing fully well that I am clothed with</u> <u>the authority of Cabinet so to do</u>." (OCG Emphasis)
- 13. The NCC was notified of the contracts for the Island-wide Mitigation (De-bushing and Drain cleaning) Programme by the NWA by way of a letter dated December 28, 2016 which was received on January 18, 2017. The letter informed the NCC that the referenced contracts were entered into by way of the contracting under emergency circumstances procurement methodology, after receiving the approval of the Cabinet.
- 14. The GPPH March 2014 stipulates that the "Head of the Procuring Entity <u>shall</u> give approval for the issuing of emergency contract up to a maximum value of J\$100 million, any additional expenditure must be subject to the approval of National Contract's Commission and Cabinet.⁶
- 15. All contractors selected were registered with the NCC as Grade 1 contractors at the time that the contracts were entered into with the NWA, with the exception of General Paving Company Limited which was registered as a Grade 2 contractor, in the category of Road

Office of the Contractor General Page **18** of **485**

⁶ GPPH March 2014.



Maintenance Works. The category of Road Maintenance Works includes, *inter alia*, the cleaning and maintenance of carriageway verges.

- 17. The NCC's registration of contractors in the services category of janitorial and sanitation services explicitly includes the sub-categories of bushing and drain cleaning (and gully cleaning) which are the services for which the contracts were awarded. None of the five (5) contractors who were selected are/were registered with the NCC in the category of janitorial and sanitation services.
- 18. The Bill of Quantities (BQ), which was embedded in the individual contracts prepared by the NWA, indicated for each parish, the particular road ways, drains, u-drains, side drains, culverts, earth drains, outlets and catch basins that were to be de-bushed and cleaned.
- 19. The Bill of Quantities stated the unit quantity, rate and the total funds allocated for each roadway. It further outlined the manner in which the de-bushing and drain cleaning works were to be executed.
- 20. Inspectors from the OCG visited various locations where works were being executed in fulfilment of the referenced programme with a view of observing whether the works were being executed in accordance with the terms of the contracts and as stipulated in the Bills of Quantities.

In the foregoing regard, the OCG officers were accompanied by personnel from the National Works Agency. The OCG Verification Form noted, among other things, the name of the contractor, the parish where the works were being executed, the specific roads visited, the quantity stipulated in the Bill of Quantities and the status of the work. In this regard, the quantity of de-bushing and or drain cleaning completed and the quality of the works observed were noted.



- 21. Works were either ongoing or were completed at the time the OCG representatives conducted verification. However, in the majority of the instances, debris was not carted away as was stipulated in the contracts.
- 22. The burning of debris was observed in every parish visited, which amounts to a breach of the terms outlined in the contracts/Bills of Quantities.
- 23. Works were hindered in some sections of St. Catherine due to political issues/disagreements between community members.
- 24. In some instances where drains were cleaned, debris/solid waste was observed weeks after due to the fact that residents used drains/gullies to dispose of garbage.
- 25. The NWA has an established payment protocol which obtains in the disbursement of monies for contracts which are awarded by the Agency. The payment protocol involves an eight step process which includes (1) a confirmation by the CEO of the Cabinet's Approval Issue Order to proceed, (2) the preparation of the contract(s) with approved Bills of Quantities by the Regional Coordinator, (3) the contract(s) is/are signed with approved contractor(s), (4) the work is executed by the contractor, (5) interim payment certificates are prepared by the NWA based on measurement sheets (6) a joint inspection is conducted & a Verification Sheet is finalised by the NWA, (7) the interim payment certificates are certified and approved by the NWA, and (8) payment is made to the contractor by the NWA.
- 26. The OCG has seen evidence of a Cabinet Approval Issue Order which enabled the NWA to commence the referenced de-bushing and drain cleaning programme. The OCG is also in possession of copies of signed contracts with the approved Bills of Quantities which satisfied the second and third steps of the payment protocol.



- 27. The OCG has seen no documentary evidence that joint inspections were conducted by the employees of the contracting companies and NWA representatives.
- 28. Payment vouchers were not signed by the respective programme manager(s) or accountable officer(s) to certify that the works had been satisfactorily done, that the rates were fair, and that the relevant financial instructions were followed.
- 29. The OCG has in its possession certified interim payment certificates. However, the Office is unable to emphatically state that such certificates were based on measurement sheets as these were not provided by the NWA.
- 30. The OCG is in possession of only seven (7) authorization letters for the transfer of funds from the NWA to National Commercial Bank Jamaica Ltd. as it relates to monies paid to contractors.

The mentioned authorisation letters were submitted to National Commercial Bank Jamaica Ltd. for the transfer of funds to be made to only two (2) contractors, namely, Build-Rite Construction Company Ltd. and Construction Solutions Ltd.

- 31. Based on a perusal of the NWA's Payments Vouchers and Interim Payment Certificates, the following payments were made:
 - A total of \$176,951,302.00 was made payable to Construction Solutions
 Ltd. for the execution of the programme;
 - b. A total of \$78,142,287.70 was made payable to General Paving Co. Ltd. for the execution of the programme;
 - c. A total of \$38,792,804.00 was made payable to Asphaltic Concrete Enterprise Ltd. for its execution of programme;



- A total of \$131,358,358.00 was made payable to Build-Rite Construction
 Co. Ltd. for its execution of the de-bushing and drain cleaning programme; and
- e. A total of \$64,100,102.06 was made payable to Y.P Seaton & Associates Company Ltd. for its execution of the de-bushing and drain cleaning programme.
- 32. The OCG was unable to verify the total payments stated by the NWA to have been made to the five (5) contractors in the amount of **\$507,871,060.36**. This is on the basis that the Interim Payment Certificates Nos. 7 and 8 were not supplied by the NWA. The total payments verified by the OCG is in the amount of **\$489,344,952.76** as at the date of this Report.
- 33. The contracts which were awarded to Build-Rite Construction Co. Ltd and Construction Solutions Ltd. were in the amounts of \$133,059,000.00 and \$183,600,000.00, respectively. The contracts were above the \$100M threshold and therefore required the approval of the NCC prior to the award of the contracts. The OCG observed that the NCC did not approve the mentioned contracts prior to them being awarded. In point of fact, <u>The NCC received the notification of the contract awards on January 18, 2017, despite the fact that the contracts were executed on November 18, 2016.</u>
- 34. Mr. Vincent Taylor made several allegations as it relates to the involvement of Members of Parliament in the implementation of the Island-wide Mitigation (Drain Cleaning and De-Bushing) Programme. These allegations include the following:
 - The Hon. Everald Warmington, MP, Minister of State in the Office of the Prime Minister with responsibility for Works 'instructed'/'suggested' to him to contact several Members of Parliament to mobilise works under the referenced programme. Instructively, Mr. Taylor advised the OCG that Mr. Warmington



instructed him to make the stated contact, it was only after being probed by the OCG that Mr. Taylor recanted his choice of words and substituted same with 'suggested'.

- ii. The Members of Parliament with whom Minister Warmington "*suggested*" that contact be made were:
- (a) The Hon. Shahine Robinson, MP, Minister of Labour and Social Security;
- (b) The Hon. Robert Montague, MP, Minister of National Security; and
- (c) Dr. the Hon. Andrew Wheatley, MP, Minister of Science, Energy and Technology.
- iii. The Members of Parliament also indicated to whom payments and cheques should be made payable, the amounts in which same should be made payable and the manner in which same were to be apportioned.
- 35. Mr. Patrick Gordon, Managing Director, Asphaltic Concrete Enterprise Ltd. made contact with the Hon. Daryl Vaz as it regards the recommendation of the sub-contractors utilised by the referenced company.
- 36. Messrs. Vincent Taylor of Construction Solutions Ltd., Owen Campbell of Build-Rite Construction Co. Ltd., and Patrick Gordon of Asphaltic Concrete Enterprise Ltd., advised the OCG of an established protocol/practice of Members of Parliament being consulted by the contractor prior to the execution of the contracts with a view to mobilizing the community members to execute de-bushing and drain cleaning works.
- 37. Dr. the Hon. Andrew Wheatley, the Hon. Shahine Robinson and the Hon. Robert Montague denied the allegations made by Mr. Vincent Taylor that they specified the persons to whom cheques were to be made payable and the manner in which same should be apportioned.



- 38. The Hon. Shahine Robinson denied the allegations made by Mr. Vincent Taylor and maintains that she does not get involved in the contract award process or the selection of contractors and that she was also not involved in the payments made to such contractors for works performed under the referenced programme.
- 39. The Hon. Robert Montague confirmed the allegations made by Mr. Vincent Taylor as it relates to Members of Parliament making recommendations for the selection of subcontractors and/or facilitators under the de-bushing and drain cleaning programme.

Further, Minister Montague indicated that it is "*normal as a courtesy that contractors normally contact the Member of Parliament or a Councillor in an area where they are going to work*." He further disclosed that he recommended two (2) contractors to execute the referenced de-bushing and drain cleaning works and that he provided Mr. Taylor with banking information for the selected contractor.

- 40. Construction Solutions Ltd. engaged sixteen (16) facilitators and two (2) equipment owners to perform de-bushing and drain cleaning works in the parishes of St. Ann, St. Catherine and St. Mary. The persons engaged, as provided by Mr. Vincent Taylor were:
 - i. 'Tyrone Robinson';
 - ii. 'Clancie Senior';
 - iii. 'Alfred Lawrence';
 - iv. 'Sanjay Welch';
 - v. 'Wadmar Construction Ltd.';
 - vi. 'Valda Graham';
 - vii. 'Carmen Gunn';
 - viii. 'Richard Rogers';
 - ix. 'Anita Rambally';
 - x. 'Fabian Morris';



xi. 'Oswald Williams';

xii. 'Dawan Beckford';

xiii. 'Richard Ferguson';

xiv. 'Sydney Roman';

xv. 'Tabrakay Palmer';

xvi. 'Serron Wilson';

xvii. 'Maurice Terrelonge'; and

xviii. 'Antoinette Richards'.

- 41. Mr. Vincent Taylor described the facilitators as persons who did no work but who were selected by the Members of Parliament to collect money and to pay the labourers who executed the works.
- 42. The sixteen (16) facilitators and two (2) equipment owners utilised by Construction Solutions Ltd. were stated to have been provided with Cheques and bank transfers amounting to an approximate total of **\$40,909,794.60**.
- 43. Facilitators were also utilised by Build-Rite Construction Co. Ltd. to facilitate payment to labourers engaged to execute the contract awarded to the stated company. Based on the representations made by Mr. Owen Campbell, Managing Director of the subject company, the Hon. Audley Shaw⁷ made recommendations in respect of sub-contractors and facilitators and labourers for the works which were executed in Manchester. It was also represented by Mr. Campbell that Mr. Anthony O'Connor⁸, Councillor for the Crofts Hill Division, Clarendon, acted as a facilitator for the payment of persons who executed works in respect of the subject contract.

⁷ At the time of the writing of this Report, the response of the Hon. Audley Shaw had not been received as the OCG was notified that he was overseas on official travel.

⁸ The OCG did not obtain a response from Mr. O'Connor as it relates to his alleged involvement.



DISCUSSION OF FINDINGS

<u>The Circumstances which led to the Commencement and Implementation of the Island-</u> wide Mitigation Programme (De-bushing and Drain Cleaning)

The OCG, in determining the circumstances which led to the commencement and implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme requested that Mr. Everton G. Hunter, Chief Executive Officer (CEO), NWA, provide responses to the following questions:

- *a)* The genesis for the captioned works which should include the basis for the locations that were selected;
- b) Who gave the directives/instructions to commence with the process of compiling information regarding the [the \$600M Debushing and Drain Cleaning Programme]...;
- c) Indicate the duration between the commencement and completion of procurement exercise for [the \$600M Debushing and Drain Cleaning Programme];
- *d)* ... indicate the NCC Categories and Grades under which the named Contractors qualified;
- *e)* ... the source of funding for the programme;



- h) ... whether the procurement process was done in accordance with 1.1.5 Contracting under Emergency Circumstances of the GOJ Handbook of Public Sector Procurement Procedures (March 2014)...;
- *j)* A copy of the Letter of Commencement that was issued to each Contractor; and
- *k)* A list and contact details for the NWA representatives with responsibility for the project/works in each parish."⁹

Mr. Hunter in his response of November 25, 2016, indicated, inter alia, the following:

. . .

" a)...<u>The Island-wide Mitigation (De-bushing and</u> <u>Drain Cleaning) Programme arose out of the</u> <u>recognition of the clear and present danger to the</u> <u>health and safety of the Jamaican public posed by</u> <u>the continuous heavy rainfall impacting the Island</u> <u>in recent months.</u> The business case was bolstered by a precipitation outlook from the Meteorological Service of Jamaica, which indicated an expectation of normal to above normal rainfall across most areas, as well as a shared concern within the Ministry of Economic Growth and Job Creation (MEGJC), and

⁹ The OCG November 23, 2016 requisition directed to Mr. Everton Hunter, Chief Executive Officer, NWA. Question #1.



supported by the NWA, for the need to take urgent action to preserve earlier investments and gains made in flood prevention, and reinforcing vector control measures to reduce the transmission of the Zika virus via a drain cleaning and de-bushing programme.

b)...The information regarding the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme was compiled based on positive acknowledgement of MEGJC's willingness to support the NWA's call for additional resources to address the hazard posed by recent flood rains. A formal field survey was conducted in September 2016 subsequent to discussions with MEGJC and anecdotal findings from routine field observations. No comprehensive de-bushing and drain cleaning was done since December 2015, although some work was carried out in selected areas, e.g., during the preparation for Hurricane Matthew."¹⁰ (OCG Emphasis)

Having regard to the representations which were made by the NWA, through Mr. Everton G. Hunter, the OCG wishes to note the following varying accounts in relation to the subject Programme:

Office of the Contractor General Page **28** of **485**

¹⁰ Mr. Everton G. Hunter's November 25, 2016 response to the OCG's requisition dated November 23, 2016. Responses (a) & (b).



- Mr. Everton G. Hunter, in his November 25, 2016, response to the OCG's requisition indicated that: "The Island-wide Mitigation (De-bushing and Drain Cleaning) Programme was a result of <u>shared concern within the Ministry of Economic Growth and Job Creation</u> (MEGJC), and supported by the NWA...;
- 2. Mr. Hunter in his November 25, 2016 response, also indicated that "...information regarding the Island-wide Mitigation (De-bushing and the Drain Cleaning) Programme <u>was compiled</u> based on positive acknowledgement of MEGJC's willingness to support the NWA's call for additional resources to address the hazard posed by recent flood rains. A formal field survey was conducted in September 2016 subsequent to discussions with MEGJC and anecdotal findings from routine field observations..."; and
- 3. During the course of the OCG's hearing which was held on December 20, 2016, Mr. Hunter indicated that the "…engagement started with a Cabinet decision which was communicated to me on a date already indicated. On receipt of the Cabinet's decision and on examining the Cabinet's decision, I saw no instruction in that decision that I found sufficiently egregious that I would reject it. And the Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount in specified location."¹¹

Based on the foregoing, it is not clear whether the programme emanated from the MEGJC, with support from the NWA, or whether the programme originated from the instructions given to the NWA through the Cabinet Decision and that the NWA merely carried out the instructions of the Cabinet.

¹¹ Transcript of an OCG hearing held on December 20, 2016 with Mr. Everton G. Hunter. Pages 128-130.



<u>The Procedures which were Undertaken in the Award of Contracts for the Island-wide</u> <u>Mitigation (De-bushing and Drain Cleaning) Programme</u>

Cabinet Approval: The Island-wide Mitigation (De-bushing and Drain Cleaning) Programme

Having regard to the approvals which were obtained for the above-mentioned Programme, the OCG is in possession of a copy of a letter dated November 16, 2016, which was directed to Mr. Everton G. Hunter, by Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation (MEGJC). The content of the referenced letter is hereunder outlined:

"<u>I write to inform you that the Cabinet has</u> approved the Island-wide Mitigation Programme (De-bushing and Drain Cleaning) occasioned by recent weather systems and heavy rains since June 2016 at a value of Six hundred and Six Million Dollars (\$606,000,000.00). This will be finalized when the Cabinet Decision is received during the week of November 19, 2016.

<u>You may institute the programme.</u>"¹² (OCG Emphasis)

In addition to the referenced letter, the OCG is in possession of a copy of an accompanied spreadsheet, which was dated November 16, 2016. The details of the referenced spreadsheet are outlined in the table below:

¹² Copy of a letter directed to Mr. Everton G. Hunter on November 16, 2016, by Mrs. Audrey A. Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation.



Table 2¹³

NATIONAL WORKS AGENCY MITIGATION PROGRAMME (DE-BUSHING AND DRAIN CLEANING)				
01-Nov-16				
PARISH	CONTRACTOR		AMOUNT	
Kingston & St. Andrew	General Paving Company	\$	72,000,000.00	
St. Thomas	Asphalt Concrete Enterprises	\$	29,000,000.00	
Portland	Asphalt Concrete Enterprises	\$	23,000,000.00	
St. Mary	Construction Solutions Ltd.	\$	31,000,000.00	
St. Catherine	Construction Solutions Ltd.	\$	99,000,000.00	
St. Ann	Construction Solutions Ltd.	\$	50,000,000.00	
Manchester	Build Rite Construction Company Ltd.	\$	32,000,000.00	
Clarendon	Build Rite Construction Company Ltd.	\$	69,450,000.00	
Trelawny	General Paving Company	\$	25,000,000.00	
St. James	Asphalt Concrete Enterprises	\$	52,000,000.00	
Hanover	Brighton Engineering	\$	15,000,000.00	
Westmoreland	Asphalt Concrete Enterprises	\$	22,000,000.00	
St. Elizabeth	Build Rite Construction Company Ltd.	\$	29,000,000.00	
Sub-total		\$	548,450,000.00	
Levy 2%		\$	10,969,000.00	
		\$	559,419,000.00	
Contingency		\$	7,421,670.00	
		\$	566,840,670.00	
Agency Fee 7%		\$	39,159,330.00	
TOTAL		\$	<u>606,000,000.00</u>	

Of note, table 2 above portrays the initial list of contractors who were selected to implement the programme activities. However, the list was modified with respect to the contractors (**Brighton Engineers Ltd., Asphaltic Concrete Enterprises and Build-Rite Construction Company Ltd.**) who were initially selected for the parishes of St. James, Hanover and Westmoreland. As reflected in Table 3 below. The referenced contractors were replaced by Y.P. Seaton and Associates Ltd.

¹³ Spreadsheet attached to Mrs. Audrey A. Sewell's November 16, 2016, letter which was addressed to Mr. E.G. Hunter.



Table 3¹⁴

NAT	NATIONAL WORKS AGENCY IONAL CLEAN-UP AND ENVIRONMENTAL PI	ROGRAMME	
16-Nov-16			
PARISH	FINAL LIST FROM CABINET SENT BY PS 17/11/16	ALLOCATION	
Kgn & St. Andrew	General Paving	\$ 55,817,654.00	
Trelawny	General Paving	\$ 33,684,732.00	
St. Thomas	Asphalt Conc Ent.	\$ 13,208,844.00	
Portland	Asphalt Conc Ent.	\$ 40,536,011.00	
St. Mary	Construct 'n Soln	\$ 39,650,299.00	
St. Ann	Construct 'n Soln	\$ 39,103,125.00	
St. Catherine	Construct 'n Soln	\$ 100,610,000.00	
Manchester	Build Rite	\$ 37,589,330.00	
Clarendon	Build Rite	\$ 56,399,904.00	
St. Elizabeth	Build Rite	\$ 37,575,500.00	
St. James	Y.P. Seaton	\$ 31,478,140.00	
Hanover	Y.P. Seaton	\$ 26,782,590.00	
Westmoreland	Y.P. Seaton	\$ 28,304,605.00	
Allocation		\$ 540,740,734.00	
Contingency		\$ 25,614,406.61	
Sub-total		\$ 566,355,140.61	
Agency Fee 7%		\$ 39,644,859.84	
Total		\$ 606,000,000.45	

Based on an email which was sent to Mr. Hunter, by Mrs. Audrey Sewell, on November 17, 2016, the replacement of the contractors was as a result of instructions directed by "*Minister Chang*" in his capacity as Acting Prime Minister. The details of the referenced electronic mail are outlined hereunder:

"...<u>Subject to Cabinet's approval by round robin</u> yesterday, this is to advise that Minister Chang in his capacity as Acting Prime Minister has made the following changes to the Island-wide Mitigation Programme:

¹⁴ Spreadsheet attached to Mrs. Audrey A. Sewell's November 16, 2016, letter which was addressed to Mr. E.G. Hunter



YP Seaton is to replace the contractors who are on the list sent to you in the parishes of Hanover, St. James and Westmoreland. Please be guided accordingly.

Audrey V. Sewell"¹⁵ (OCG Emphasis)

Having regard to the replacement of the contractors selected for the parishes of Hanover, St. James and Westmoreland, and the inclusion of Y.P. Seaton, the OCG sought a justification/ rationale from Mr. Everton G. Hunter, to which he indicated that "to my personal knowledge I am not aware of the specific justification or basis for the replacement of the previously named contractors."¹⁶

The OCG by way of requisition dated June 7, 2017, requested that Dr. the Hon. Horace Chang, MP, provide a rationale for the replacement of the named contractors with Y.P. Seaton and Associates Ltd. the following questions were directed to Dr. Chang:

"1) Reference is made to a November 17, 2016 electronic mail, which was directed to Mr. Everton Hunter, and copied to you, by Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation (MEGJC). The referenced mail asserts that "Subject to Cabinet's approval by round robin yesterday, this is to advise that Minister Chang in his capacity as Acting Prime

¹⁵ Electronic mail directed to Mr. E.G. Hunter on November 17, 2016, by Mrs. Audrey V. Sewell, PS, MEGJC.

¹⁶ Letter dated November 25, 2016, from Mr. E.G. Hunter, CEO, NWA, in response to the OCG's requisition. Response g.



Minister has made the following changes to the Island-wide Mitigation Programme:

YP Seaton is to replace the contractors who are on the list sent to you in the parishes of Hanover, St. James and Westmoreland. Please be guided accordingly.

Having regard to the referenced electronic mail, the OCG kindly requests that you provide an <u>EXECUTIVE SUMMARY</u> outlining your awareness of the referenced email, which was attributed to "Minister Chang"?

2) In the event that you are aware of the mentioned email and the instructions contained therein, please respond to the following, by providing:

- a) An <u>EXECUTIVE SUMMARY</u> outlining the basis upon which the aforementioned instructions were provided to Mrs. Audrey Sewell;
- b) An <u>EXECUTIVE SUMMARY</u> outlining, to the best of your knowledge, the process which was utilized for the selection of the contractors for the execution of works in relation to the implementation of the Island-wide



Mitigation Programme (De-bushing and Drain Cleaning);

- c) An outline of the process which was undertaken to select Y.P. Seaton as the contractor, for the execution of works in the parishes of Hanover, Westmoreland and St. James;
- d) A rationale for the selection of Y.P. Seaton to replace Brighton Engineering and Asphaltic Concrete Enterprises, for the referenced parishes; and
- e) A rationale for the conception and implementation of the Island-wide Mitigation Programme (De-bushing and Drain Cleaning)...²¹⁷

By way of a response which was dated June 23, 2017, Dr. the Hon. Horace Chang advised the OCG of the following:

"The Cabinet Submission MEGJC 141/16 recommended the following Contractors for work on the Island wide Mitigation Programme:

- General Paving Company Limited
- Asphaltic Concrete Enterprise Limited
- Construction Solutions Limited
- Brighton Engineers Limited
- Build Rite Construction Company Limited

¹⁷ OCG requisition dated June 8, 2017 which was addressed to Dr. the Hon. Horace Chang, MP, Minister without Portfolio, Ministry of Economic Growth and Job Creation.



Brighton is a Grade 3 contractor would be replaced by a Grade 1 Contractor, as it was agreed that only Grade 1 contractors should be engaged.

The contractors are recommended to the Cabinet by the National Works Agency for approval

YP Seaton is a long established Grade 1 general contractor who was recommended to replace Brighton Engineers and Asphaltic Concrete Enterprise who were already occupied in St. Thomas and Portland."¹⁸

Further, Mr. Hunter advised the OCG of the remit of the NWA and its CEO in respect of the implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme, during the course of a hearing, which was held on December 20, 2016, pursuant to <u>Section 18 of the Contractor General Act</u>:

"MR. E.G. HUNTER:

...

The N.W.A. is an Executive Agency under the Ministry of Economic Growth and Job Creation and our job, in respect of this particular exercise, is prescriptive in respect of the contract and our prerogatives are as laid down in the contracts. Any

¹⁸ Response dated June 23, 2017 which was addressed to the OCG by Dr. the Hon. Horace Chang. Responses 2A, 2B and 2C.



matter extraneous to the contract we will not venture there, nor will I venture into the realm of speculation.

MR. D. HARRISON: Miss Wedderburn is here to guide you in that regard too.

MR. E.G. HUNTER: Okay. As I indicated to the Office of the Contractor General in terms of written correspondence, our legal responsibility in respect of this engagement started with a Cabinet decision which was communicated to me on a date already indicated. On receipt of the Cabinet's decision and on examining the Cabinet's decision, I saw no instructions in that decision that I found sufficiently egregious that I would reject it. And the Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount, in specified location. And in full faithfulness to my obligation as an employee of the Government of Jamaica, I followed through forthwith and executed the contract knowing fully well that I am clothed with the authority of Cabinet so to do. As to the genesis of the selection of those contractors, as to the genesis of the allocation of work per contractor and as to the genesis of the price tag with each contractor, that would be speculation on my part.



<u>As I said before, my remit, my legal remit started</u> <u>with the Cabinet decision</u>.¹⁹ (OCG Emphasis)

As it regards the commencement and completion of the procurement exercise for the Programme, Mr. Hunter in his response to the OCG stated as follows:

"c) Approximately 11 days between the commencement and completion – counting from the completion of the draft submission on November 8, 2016 to notification by the MEGJC of Cabinet's approval via letter dated November 16, 2016; to NWA's notification to Contractors to proceed with the contracted works on November 18, 2016."²⁰

With regard to the selection of the locations for the implementation of the Island-wide (Debushing and Drain Cleaning) Programme, Mr. Hunter in the referenced November 25, 2016 response stated as follows:

> "To the best of my knowledge <u>the disclosed</u> <u>locations were selected on the basis of a field</u> <u>survey conducted by NWA personnel comprised of</u> <u>members from the Agency's Parish Teams</u>."²¹ (OCG Emphasis)

¹⁹ Transcript of an OCG hearing held on December 20, 2016 with Mr. Everton G. Hunter. Pages 128-130.

²⁰ Mr. Everton G. Hunter's November 25, 2016 response to the OCG's requisition dated November 25, 2016, Response (c).

²¹ Mr. Everton G. Hunter's November 25, 2016 response to the OCG's requisition dated November 25, 2016. Response (a).



Source of Funding for the Programme

The OCG in its November 23, 2016 requisition to Mr. Hunter sought to ascertain the source of funding for the Programme in question, to which Mr. Hunter disclosed, *inter alia*, the following:

"To the best of my knowledge the prospective source of funding for the Programme is MEGJC Capital 'A' Budget, by way of the supplementary budget

Without prejudice to the above, the NWA does not discount additional sources being identified at a later date, at the discretion of the Ministry of Finance and the Public Service, subject to additional consultations with MEGJC."²²

Contractors Selected for the Island-wide Mitigation (De-bushing and Drain Cleaning) <u>Programme</u>

Based on a December 28, 2016 communique, under the caption "*National Clean-up and Environmental Programme (De-bushing & Drain Cleaning) Islandwide*", from the NWA, which was directed to the Chairman of the National Contracts Commission (NCC), the OCG has established that contracts were awarded to five (5) contractors as specified below:

²² Letter dated November 25, 2016, from Mr. E.G. Hunter, CEO, NWA, in response to the OCG's requisition. Response e.



Table 4

CONTRACTOR	LOCATION	CONTRACT AMOUNT
Build-Rite Construction Co. Ltd.	Manchester, Clarendon & St. Elizabeth	\$ 133,059,000.00
General Paving Co. Ltd.	Trelawny, Kingston & St. Andrew	\$ 98,940,000.00
Asphaltic Concrete Enterprise Ltd.	St. Thomas & Portland	\$ 53,040,000.00
Y.P. Seaton & Associates Co. Ltd.	Hanover, Westmoreland & St. James	\$ 90,780,000.00
Construction Solutions Ltd.	St. Catherine, St. Mary & St. Ann	\$ 183,600,000.00
TOTAL		\$ 559,419,000.00

The letter further indicated that:

"This serves to inform the NCC that <u>the following</u> contracts were entered into by the NWA on November <u>18, 2016 after receiving approval from the Cabinet of</u> Jamaica...

<u>The subject programme involves De-bushing and</u> <u>Drain Cleaning and was procured using the</u> <u>method of Emergency (Cl.1.1.5 (a) – Contracting</u> <u>Under Emergency Circumstances</u>).

The Island-wide Mitigation Programme arose out of the recognition of the clear and present danger to the health and safety of the Jamaican public posed by the continuous heavy rainfall impacting the island in recent months.



The Ministry of Economic Growth and Jobs Creation (MEGJC) with support from the NWA expressed the need to take urgent action to preserve earlier investments and gains made in flood prevention, and reinforcing vector control measures to reduce the transmissions of the Zika virus via a drain cleaning and de-bushing programme.²³ (OCG Emphasis)

Subsequent to the letter of November 16, 2016, informing the NWA of the Cabinet's approval of the Island-wide Mitigation (De-Bushing and Drain Cleaning) Programme, the contracts for the island-wide drain cleaning and de-bushing programme were entered into on November 18, 2016, between the NWA and the selected contractors. Letters of Commencement to the respective contractors were also dated November 18, 2016.

Mr. Hunter, by way of his response of November 25, 2016, advised the OCG of the NCC Categories and Grades for the selected contractors, as well as the justification and/or basis for the selection of the contractors. The following responses were provided:

"The named Contractors were qualified under the NCC Categories of General Road Works/Road Maintenance Works at Grade 1. ...

...I am not aware of the specific justification or basis for the selection of the named contractors.

Office of the Contractor General Page **41** of **485**

²³ Letter dated December 28, 2016, from Mr. Everton G. Hunter and directed to the Chairman of the NCC.



Without prejudice to the above, it is the prudent practice in such circumstance to limit consideration to larger Contractors, typically Grade 1, who are reasonably deemed to be financially stable, and possess the capacity and capability to satisfactorily perform the required works, within the specified time frame and required quality standard. The time for performance of contracts is two (2) months."²⁴

The NCC Registration Status of the Contractors Selected for the Island-wide (De-Bushing and Drain Cleaning) Programme

Having noted the response given by the CEO of the NWA in relation to the NCC Categories and Grades for the selected contractors and the justification/basis for selection of the contractors, the OCG sought to verify whether the named contractors were, in fact, registered with the NCC as Grade 1 Contractors in the categories stated as at the time that the contracts were awarded.

The OCG having reviewed the NCC's Contract Management database found that the aforementioned contractors were all registered with the NCC at the time that the contracts were awarded as Grade 1 contractors and in the categories of General Road Works and Road Maintenance Works, with the exception of General Paving Company Limited which was registered as a Grade 2 contractor in the category of Road Maintenance Works. The category of Road Maintenance Works includes, *inter alia*, the cleaning and maintenance of carriageway verges, which is the category under which de-bushing and drain clean works are executed.

It should be noted however that based upon the value of the contract which was awarded to General Paving Company Limited, the company was required to be registered as a Grade 1

²⁴ Letter dated November 25, 2016, from Mr. E.G. Hunter, CEO, NWA, in response to the OCG's requisition. Responses d and f.



contractor in the referenced category. **The monetary limit for Grade 2 contractors registered in the category of Road Maintenance Works is Fifty Million Dollars (\$50,000,000.00).** In point of fact, the value of the contract awarded to General Paving Company Limited was in the amount of \$89,502,386.00, thereby exceeding the monetary limit for Grade 2 contractors in the category of Road Maintenance.

Having regard to the foregoing, the OCG now highlights the following stipulation which is noted on the "NATIONAL CONTRACTS COMMISSION REGISTER OF PUBLIC SECTOR WORKS CONTRACTORS GRADES 1-4 APPLICATION FORM" under the section headlined 'General Information':

<i>"MONETARY</i>	LIMITS:	THE	FOLLO	OWING
RESTRICTIONS WILL APPLY:				
A. <u>WITH</u>	THE EXC	EPTIO N	GRA	DE 1,
CONTRACTORS WILL NOT BE AWARDED				
<u>CONTRACT</u>	THAT	EX	CEED	THE
MONETARY LIMIT OF THEIR GRADE"				

(OCG Emphasis)

It should also be noted with importance, that the National Contracts Commission registration of contractors in the services category of janitorial and sanitation services explicitly includes the sub-categories of bushing and drain cleaning/gully cleaning which are the services for which the contracts were awarded. <u>None of the five (5) selected contractors are/were registered with the NCC in the category of Janitorial and Sanitation services</u>.

The OCG, however, wishes to highlight Mr. Hunter's explanation relating the selection of the contractors. In his November 25, 2016, response to the OCG's requisition Mr. Hunter indicated, *inter alia*, as follows:

Office of the Contractor General Page **43** of **485**



"Without prejudice to the above, it is the prudent practice in such circumstance to limit consideration to larger Contractors, typically Grade 1, who are reasonably deemed to be financially stable, and possess the capacity and capability to satisfactorily perform the required works, within the specified time frame and required quality standard. The time for performance of contracts is two (2) months."²⁵

The NWA's Notification to the NCC of the Award of Contracts

The NCC was notified of the contracts for the island-wide drain cleaning and de-bushing programme by the NWA by way of a letter dated December 28, 2016 and which was previously noted in this Report. It is important to highlight that though the referenced letter was dated December 28, 2016, it was stamped as being received by the NCC on January 18, 2017. The contracts which were entered into between the NWA and the selected contractors were dated November 18, 2016 and therefore pre-date the aforementioned letter to the NCC.

<u>Justification for the Utilization of the Contracting Under Emergency Circumstances Procurement</u> <u>Methodology</u>

The NCC responded to the NWA's letter dated December 28, 2016, by way of a letter dated February, 23, 2017, which was sent to Mrs. Audrey Sewell, Permanent Secretary, MEGJC, and copied to Mr. Everton G. Hunter, Chief Executive Officer, NWA, and requested that the NWA:

²⁵ Response dated November 25, 2016 which was addressed to the OCG from Mr. E.G. Hunter, CEO, NWA. Response f.



"... provide further and better particulars inclusive of the following:

- 1. Justification for the selection of the Contractors; and
- 2. Demonstration that the value for money objective has been met."²⁶

The NWA was also reminded of the following:

"The NWA is reminded that Section 1.1.5 "Contracting Under Emergency Circumstances", Volume II of the Government of Jamaica Handbook of Public Sector Procurement Procedures (March 2014) states "The Head of the Procuring Entity shall give approval for the issuing of emergency contracts up to a maximum value of J\$100 million. This approval shall be in writing and shall form part of the procurement record to be kept by the Entity. <u>Any additional expenditure must be subject</u> to the approval of the National Contracts' <u>Commission and Cabinet". The NWA is therefore</u> <u>reminded that for future procurements of a similar</u> <u>nature, prior support of the NCC is required."²⁷</u> (OCG Emphasis)

²⁶ NCC letter dated February, 23, 2017, to Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation, which copied to Mr. Everton G. Hunter, Chief Executive Officer.

²⁷ NCC letter dated February, 23, 2017, to Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation, which copied to Mr. Everton G. Hunter, Chief Executive Officer.



Having regard to the foregoing, and by way of a letter which was dated March 10, 2017, Mr. Everton G. Hunter responded to the NCC, stating, *inter alia*, the following:

"Re: Islandwide Mitigation De-Bushing and Drain Cleaning Programme

Reference is made to letter dated 23rd February 2017 from Mr. Raymond McIntyre, Chairman National Contracts Commission (NCC), regarding the captioned matter. We are again grateful for the opportunity to engage with the Commission on the issue of contract procurement under emergency conditions. While the National Works Agency (NWA) is aware that Volume II of the Public Sector Procurement Handbook (March 2014), Section 1.1.5 -"Contracting Under **Emergency** Circumstances", permits the Head of the Procuring Entity (HoPE) to give approval for the issuance of emergency contracts up to a maximum value of J\$100 million, the guidelines are silent on the application where the Emergency has been declared by the Cabinet, as was in the immediate case.

We maintain that as the highest Executive decision making body and the principal instrument of policy under the Constitution, Cabinet has unfettered power to contract under emergency circumstances, in particular where



action is necessary to preserve public safety or property; or to avoid great social harm or significant public inconvenience". Furthermore, the maximum value of J\$100 million only applies where emergency contracts are approved by the HoPE.

The issuance of the referenced contracts are in order as approval was granted by the Cabinet, under the rubric of the Emergency Procurement Framework, and justified on several bases, including:

- (a) <u>The consistent high levels of precipitation</u> <u>since the start of the 2016/17 financial year</u> <u>that has resulted in widespread flooding and</u> <u>landslides, which has resulted in the loss of</u> <u>life, property and significant public</u> <u>inconvenience;</u>
- (b) Forward expectation for above normal rainfall across most areas promoting and/or exacerbating conditions that pose significant danger to public safety; and
- (c) <u>The need to safeguard the treasury by</u> <u>preserving earlier investments and gains made</u> <u>in flood control, and reinforce vector control</u> <u>measures to reduce the transmission of</u> <u>mosquito borne virus, such as the Zika virus.</u>



Furthermore, selection of the Contractors is in accordance with the Agency's historical practice. Accordingly, all Contractors are duly registered with the Commission at Grade 1 in the categories of General Road Works/Road Maintenance Works. The restriction to Grade 1 Contractors was largely influence by the need to execute the works in the shortest possible timeframe due to dangers posed to public health and safety. It is instructive to note that in order to be registered at Grade 1 with the NCC, Contractors are required to demonstrate their capacity, capability, and track record to satisfactorily mobilize and perform top tier works, within the required time frame and quality specification.

<u>To secure value for money and effective</u> <u>implementation, the Programme was informed by</u> <u>a field survey conducted by NWA Parish Teams to</u> <u>determine urgent needs. In addition, the</u> <u>Contractors were paid the standard NWA rates for</u> <u>the works for de-bushing and drain cleaning</u> <u>works...</u>

While the instant case highlights the clear need for guidance on the demarcation, if any, of the role and powers of Cabinet in the Public Contracting Process, it also highlights another important subject previously raised by the Agency;



that of the intent of the amendment of the Emergency Procurement Provisions. As outlined in the NWA's letter dated February 3, 2016 to the Ministry of Finance and Planning and copied to the Commission (attached for ease of reference) as currently constructed the guidelines lack strong guidance for the need for Heads of Procuring Entities to act in the interest of public purse.

Also, the current language used does not fully reflect the intent of the recommendation from which the revision was birthed, which is to protect the central Treasury from an adverse shock borne from significant and unbudgeted claims in the aftermath of an emergency event. We again submit that in the case of self-financing public entities; where MDAs have been granted a preapproved budget to act; or where spending authorization has been granted by the Ministry of Finance, the provision limiting the issuance of emergency contracts up to a maximum value of J\$100 million is superfluous.

<u>I thank the NCC for its kind consideration in this</u> <u>matter and the opportunity to work collaboratively</u> <u>for the national good.</u>"²⁸

Office of the Contractor General Page **49** of **485**

²⁸ Letter dated March 10, 2017, from Mr. Everton G. Hunter, Executive Director, NWA, to the NCC, under the subject: *'Island-wide Mitigation De-bushing and Drain Cleaning Programme*''.



In another letter dated March 10, 2017, which was addressed to the NCC, Mr. Hunter informed Mr. McIntyre as follows:

Further to our discussion (McIntyre/Hunter) on March 2, 2017 we are grateful for the Commission's willingness to continue to engage with us on the issue of contract procurement under emergency conditions. The Procurement Handbook we note permits the Head of the Procuring Entity to give approval for the issuance of emergency contracts up to a maximum value of J\$100 million. Thereafter, additional expenditure must be subject to the approval of the National Contracts Commission and Cabinet.

The GOJ Procurement Guidelines defines a contract for emergency works as... "one awarded by a Ministry, Department or Agency of government for the repairs or remedial action necessary to preserve public safety or property or avoid great social harm or significant public inconvenience". The conditions established for the need for such Works being: sudden, unexpected and a pressing necessity or exigency. However, while this definition functions to a certain extent, it lacks strong guidance for the need for Heads of Procuring Entities to act in the interest of the public purse. For example, the NYC State Finance Law ...163 (1) (b), defines an emergency not only in the terms of the preservation of health and public



safety, but also the conservation of at risk public resources.

From our best recall, the current guideline on emergency contracting represents a revision of an earlier stipulation, which did not impose a monetary limit on the authority of Heads of Procuring Entities to issue emergency contracts. While we support the passage of the revised guideline, we submit that the current language used does not fully reflect the intent of the recommendation from which the revision was birthed. The real aim of the revision, we contend, is to protect the central Treasury from an adverse shock borne from significant and unbudgeted claims in the aftermath of an emergency event, such as a hurricane or severe flooding.

While not explicitly expressed, the inclusion of the fiscal restriction in the guidelines creates an expectation of fiscal responsibility, whereby Heads of Procuring Entities are expected to deliberately plan their response efforts to mitigate wanton expenditure. Although this responsibility is important, we submit that the imperative to safeguard the Treasury is not significantly material on balance, in circumstances less likely to give rise to an adverse shock. For example, in the case of self – financing public entities; where MDAs have been



granted a pre-approved budget to act; or where spending authorisation has been granted by the Ministry of Finance and the Public Service.

Moreover, the motivation to conserve at risk public resources is greater in the case of self-financing public institutions, such as the National Housing Trust, the National Water Commission, or the Port Authority of Jamaica, given that these institutions hold assets of substantial monetary value. Consequently, the risk to the country's wealth is greater where fiscal restriction have the unintended consequence of jeopardizing an emergency response by constraining available options or slows the rate at which these entities can tap their own reserves independent of the central Treasury.

Accordingly, we write to request that the attendant procedures on Emergency Procurement be revisited towards making unambiguous the purpose of the initial revision, being at act in the interest of the Treasury. We therefore propose a re definition of emergency contracting as follows:

<u>"one awarded by a Ministry, Department or</u> <u>Agency of government for the repairs or remedial</u> <u>action necessary to preserve public safety or</u> <u>property, protect the treasury, or avoid great social</u> <u>harm or significant public inconvenience</u>"



Further, we submit for consideration the language below to create a special dispensation for selffinancing entities and MDAs, with pre-approved budgets or spending authorization, to act to conserve at risk public resources. The new guideline to read as follows:

"The Head of the Procuring Entity shall give approval for the issuing of emergency contracts, up to the pre-approved budgetary limit, or spending authorisation limit approved by the Board, whichever is greater. This approval shall be in writing and shall form part of the procurement record to be kept by the Entity. Any additional expenditure must be subject to the approval of the National Contracts Commission and Cabinet. Procuring entities shall ensure that the value for money objective is met before awarding emergency contracts. All emergency contracts over a maximum value of J\$100 million shall be reported to the Ministry of Finance and Public Service within 24 hours of being issued."²⁹

Mr. Everton G. Hunter, in his November 25, 2016 response, provided the following table to the OCG, which sought to justify the basis on which the Contracting under Emergency Circumstances procurement methodology was utilised:

Office of the Contractor General Page **53** of **485**

²⁹ Letter dated March 10, 2017, from Mr. E.G. Hunter, CEO, NWA, to Mr. Raymond McIntyre, Chairman, NCC.



Table 5³⁰

REQUIREMENT	JUSTIFICATION
(a) for the repairs or remedial action necessary to preserve public safety or	Since the start of the financial year, consistent precipitation has resulted in widespread
property; or to avoid great social harm or significant public inconvenience;	flooding and landslides, which has resulted in the loss of life, property and significant public inconvenience. Going forward the expectation is for above normal rainfall across most areas promoting /exacerbating conditions that pose significant danger to public safety.
(b) for the procurement of goods, services or works in any extenuating circumstances in which the Procuring Entity is likely to incur or suffer financial loss if the procurement is not executed immediately;	The GOJ has invested heavily in flood control measures and a vector control programme to reduce the transmission of the Zika virus. One aim of the Island-wide Mitigation Programme is to preserve earlier investments and gains made in flood prevention, by clearing critical drains, culverts, and channels; and reinforcing vector control measures.
(c) for the procurement of goods, services or works in any circumstance in which the national interest and/or national security considerations demand that the procurement be undertaken immediately; or	In addition to physical damage, extensive rainfall has resulted in the proliferation of vegetation alongside our roadways reducing their effective width and poses a hazard to the motoring public. This road safety challenge has emerged in the context of the recent uptick in road accidents which is in the

³⁰ Letter dated November 25, 2016, from Mr. E.G. Hunter, CEO, NWA, in response to the OCG's requisition. Response h.



· · · · · · · · · · · · · · · · · · ·	national interest to reduce the number of	
	persons serious [sic] injured or killed on our	
	roads.	
(d) for the business- sensitive	The works are deemed time-sensitive as	
procurement of goods, services or	consistent heavy rainfall places increased	
works in any extenuating	stress on the country's drainage system from	
circumstances in which the operating	silt and debris from storm water run-off and	
functions or business objectives of a	the rapid growth of vegetation. Protracted	
Procuring Entity are likely to be	delays reduces the capacity of these systems	
significantly impeded, or placed in	increased the quantum of works required and	
jeopardy if the procurement is not	the probability of a catastrophic flood event	
executed in a limited timeframe.	jeopardizing public health and safety.	

Having reviewed the justifications which were provided by the NWA for the utilisation of the Emergency Contracting Procurement Methodology, the OCG sought to examine the provisions of the GPPH (March 2014) in relation to the Emergency Contracting Procurement Methodology. The referenced procurement guidelines stipulates as follows:

"<u>1.1.5 CONTRACTING UNDER THE</u> <u>EMERGENCY CIRCUMSTANCES</u>

Emergency Contracting is permitted in any of the following circumstances:

- (a) for the repairs or remedial action necessary to preserve public safely or property; or to avoid great social harm or significant public inconvenience;
- (b) for the procurement of goods, services or works in any extenuating circumstances in which the



Procuring Entity is likely to incur or suffer financial loss if the procurement is not executed immediately;

- (c) for the procurement of goods, services or works in any circumstance in which the national interest and/or national security considerations demand that the procurement be undertaken immediately; or
- (d) for business-sensitive procurement of goods, services or works in any extenuating circumstances in which the operating functions or business objectives of a Procuring Entity are likely to be significantly impeded, or placed in jeopardy if the procurement is not executed in a limited timeframe.

The need for such procurement must be sudden, unexpected and a pressing necessity or exigency. Where an emergency situation exists as defined above, the Procuring Entity may engage a contractor by means of Direct Contracting. Contractors must be registered with the National Contracts' Commission and possess a valid Tax Compliance Certificate prior to award. Where the contractor is based overseas or is not registered, the procuring entity shall refer the matter to the National Contracts' Commission for approval.

<u>The Head of the Procuring Entity shall give</u> <u>approval for issuing of emergency contracts up to</u> <u>a maximum value of J\$100 million. This approval</u> <u>shall be in writing and shall form part of the</u>



procurement record to be kept by the Entity. Any additional expenditure must be subject to the approval of the National Contracts' Commission and Cabinet. Procuring entities shall ensure that the value for money objective is met before awarding emergency contracts.

Contracts awarded under the emergency circumstance shall commence immediately. Failure to execute such contracts within one month of approval will result in automatic reversion to the general procurement provisions. No other contract shall be let under that dispensation after the expiration of one month.

Emergency contracts above **J\$5M** shall be reported to the National Contracts' Commission within the month in which the award was made, along with full justification for the procurement.

The report shall be done within the month the contract is awarded and shall include:

- (a) a justification;
- (b) a statement as to why the contractor was selected; and
- (c) the value of the contract awarded."³¹

³¹ Section 1.1.5 CONTRACTING UNDER THE EMERGENCY CIRCUMSTANCES, GPPH March 2014.



Based on the OCG's review of the foregoing provisions, the following observations are being made in relation to the award of the referenced contracts by way of Contracting under Emergency Circumstances:

- 1. The NWA, in justifying the award of the contracts indicated that "the Cabinet has <u>unfettered power to contract under emergency circumstances</u>, in particular where action is necessary to preserve public safety or property; or to avoid social harm or significant public inconvenience".
- 2. Mr. Hunter indicated that "...*the maximum value of J\$100 million only applies where emergency contracts are approved by the HoPE.*"³² He added that the guidelines are silent on application where the emergency has been declared by Cabinet. In this regard, the OCG highlights that the handbook is applicable to public bodies and procuring entities that are eligible to enter into contracts on behalf of the Government of Jamaica.

Breaches of the Procurement Guidelines

Based upon the procedures which were undertaken in the award of the contracts and the provisions outlined in the applicable GPPH, the OCG wishes to highlight the following deviations from the GoJ Procurement Guidelines:

1. Though the overall programme was pre-approved by the Cabinet, the GPPH stipulates that "The head of the procuring Entity shall give approval for issuing of emergency contract up to a maximum value of J\$100 million...Any additional expenditure must be subject to the approval of National Contract's Commission and Cabinet." Two (2) of the

³² Letter dated March 10, 2017, from Mr. E.G. Hunter, Executive Director, NWA, to the NCC, under the subject: *"Islandwide Mitigation De-bushing and Drain Cleaning Programme*".



contracts entered into were above \$100M and should have been approved by the NCC prior to the award of contract.

In point of fact, the contract which was awarded to Build-Rite Construction Co. Ltd. was in the amount of \$133,059,000.00 and the contract awarded to Construction Solution Ltd. was in the amount of \$183,600,000.00. The OCG observed that the NCC did not approve the mentioned contracts prior to them being awarded. Given the peculiar circumstances, where the approval of cabinet precipitated the initiation of the programme, the OCG also observed that there was no approval of the Head of Entity for the contracts which were awarded and valued below \$100 million.

- 2. The NCC received the Notification of the contract awards on January 18, 2017, despite the fact that the contracts were entered in on November 18, 2016. The GPPH stipulates that Emergency contracts above J\$5M shall be reported to the National Contracts Commission within the month in which the award was made, along with full justification for the procurement. It should, however, be noted that the letter to the NCC was dated December 28, 2016, but was received on January 18, 2017.
- 3. The NWA's letter which was dated December 28, 2016, failed to provide a comprehensive justification statement as to why the particular contractors were selected; there was also no demonstration that the value from money objective had been met. In the foregoing regard and, in point of fact, the NWA only submitted this information upon the request of the NCC.



<u>Particulars of the Contracts Awarded for the Island-wide Mitigation (De-Bushing and</u> <u>Drain Cleaning) Programme</u>

On November 18, 2016, the Government of Jamaica acting through the National Works Agency (NWA), entered into contractual agreements with the following five (5) contractors who were selected to execute bushing and drain cleaning works under the captioned programme:

- 1. Asphaltic Concrete Enterprise Limited;
- 2. Build-Rite Construction Company Limited;
- 3. Construction Solutions Limited;
- 4. General Paving Company Limited; and
- 5. Y.P. Seaton & Associates Company Limited.

The OCG notes with emphasis that Asphaltic Concrete Enterprise Limited and General Paving Company Limited have the same registered Owners and Directors.

The Locations in Which Works Were Executed for the Island-wide Mitigation (De-Bushing and Drain Cleaning) Programme

The following table illustrates the parishes in which the above contractors were contracted to execute the 'Island-wide Mitigation Programme', the funds allocated by the National Works Agency (NWA) for each parish and the allocation stipulated in each contract:

Table 6

Company	Parish	NWA BQ Allocation(s)	Stipulated
		(\$)	Contract
			Price (\$)
Asphaltic Concrete	• St. Thomas	• 13,208,844.00	53,744,855.00
Enterprise Limited	• Portland	• 40,536,011.00	
Build-Rite	• Manchester	• 37,589,330.00	131,564,734.00



Construction	Clarendon	• 56,399,904.00	
Company Limited	• St. Elizabeth	• 37,575,500.00	
Construction	• St. Catherine	• 100,610,000.00	179,363,424.00
Solutions Limited	• St. Ann	• 39,103,125.00	
	• St. Mary	• 39,650,299.00	
General Paving	• Kingston and St.	• 42,817,654.00	89,502,386.00
Company Limited	Andrew		
	• Trelawny	• 33,684,732.00	
	• Contingency	• 13,000,000.00	
Y.P. Seaton &	• Hanover	• 26,782,590.00	86,565,335.00
Associates	• St. James	• 31,478,140.00	
Company Limited	• Westmoreland	• 28,304,605.00	
Total		540,740,734.00	540,740,734.00

Conditions of Contracts³³:

The OCG having reviewed the contracts for the five (5) named contractors has determined what it considers the key terms and conditions for the contracts which were issued by the NWA and outlines them in the below paragraphs.

The commencement date in all contracts is stipulated in clause 1.1.7 as being "...7 days after the date the Agreement comes into effect or any other date agreed between the Parties". In this regard, it is to be noted that all contracts were made on November 18, 2016 and that no "effective date" is otherwise stated.

³³ There is a discrepancy in some instances between the clause numbers referenced in the Contract Data Sheet (BDS) and the corresponding clause in the Conditions of Contracts which it seeks to amend. In those instances, the OCG has placed reliance on the reference in the Contract Data sheet to the Data and Data Insert sections and not the clause number references.



The time for completion of the works in all the contracts is stipulated in clause 1.1.9 as meaning "...the time for completing the Works as stated in the Contract Data...calculated from the Commencement Date". The Contract Data sheet stipulates that the time for completion of the works is two (2) months. In addition, clause 8.1 outlines the Execution of the Works and states that "The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion". The Contractors are also entitled to an extension of time for the completion of the works where delays are experienced by reason of, inter alia, exceptionally inclement weather and official industrial action by employees of the Contractor or his subcontractors.³⁴

The works which were required by all contractors is defined in the contract document at clause 1.1.19 as meaning "...all the work and design (if any) to be performed by the Contractor including temporary work and any Variation". In this regard, the Contract Data sheet also indicates that the Scope of Work to be carried out was "Routine Maintenance works including Debushing & Drain Cleaning along the road sections as specified".

Clause 4 of the Conditions of Contracts refers to the obligations of the Contractors. The OCG notes with great importance that Clause 4.4 relates to subcontracting and stipulates that:

"The Contractor shall not subcontract the whole of the Works. Except as otherwise provided in the Contract <u>the Contractor shall not subcontract any</u> part of the Works without the consent of the <u>Employer</u>. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor..."

Office of the Contractor General Page **62** of **485**

³⁴ Clause 8.3 of the Conditions of Contracts



Instructively, the OCG highlights the following definition ascribed to the term 'sub-contractor':

"sub-contractor" means a person who is a party to a contract (not being a contract of service) with a principal contractor relating to construction operations or tillage operations or haulage operations and under that contract (a) he is under a duty to the principal contractor to carry out operations or to furnish his own labour or the labour of others in the carrying out of the operations or to arrange for the labour of others to be furnished in the carrying out of the operations; or (b) he is answerable to the principal contractor for the carrying out of the operations by other persons whether under a contract or under other arrangements made or to be made by him;"³⁵

Generally, variations will occur in a contract which would result in works being implemented in different locations and/or for different quantities. In this regard, Clause 11.1 outlines as follows:

"Variations may be initiated by the Engineer [NWA] at any time prior to issuing the Taking-Over Certificates for Works, either by an instruction or by a request for the Contractor to submit a proposal."

Clause 11.7 outlines the procedure for variations and claims as:

³⁵ Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPH) March 2014 Appendix II (Legal Text.) A1.2 The Contractors Levy Act (23rd December 1985) Interpretation. Page 30.



"The contractor shall submit to the Employer an itemized build-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value."

The contracts were to be executed over a period of two (2) months with the result that contractors were obligated to present at least two (2) Monthly Statements to facilitate interim payments. In this regard, Clause 12.2 outlines the requirement for the provision of Monthly Statements, and stipulates as follows:

"The Contractor shall submit each month of the Employer an interim statement showing the amount to which he considers himself entitled. The interim payments shall include:

12.2.1 the value of the Works executed,12.2.2 Any other payments to which the Contractor may be entitled under the contract".

Clause 12.3 refers to interim payments and states as follows:

"Within the period stated in the Contract Data following the delivery of each statement the Employer shall issue a Payment Certificate stating the amount that the Employer certifies as due to the



contractor... The Employer shall, if requested by the Contractor, give reasons for any difference between the amount certified and the amount included on the Contractor's statement. Within the period stated in the Contract Data following the issue of the Certificate the Employer shall pay to the Contractor the amount shown in the Payment Certificate."

In all instances, the contracts stipulate in the Contract Data sheet the timeline for the final payment to the Contractor as follows:

"The employer shall within 90 days pay the contractor the amount shown in the Final Payment Certificate".

Appended to all Contracts was a detailed Bill of Quantities outlining the description of work required for specific locations, the quantity and distance for each location and the rates payable.

The Bill of Quantities Concerning the Island-wide Mitigation (Drain Cleaning and De-Bushing) <u>Programme</u>

The Bill of Quantities (BQ), which was embedded in the individual contracts, indicated for each parish, the particular road ways, drains, u-drains, side drains, culverts, earth drains, outlets and catch basins that were to be de-bushed and cleaned. The BQ, a copy of which is appended to this Report as Appendix 1A- 1E, also stated the unit quantity, rate and the total funds to be allocated on each roadway. It further outlined the manner in which the de-bushing and drain cleaning works were to be executed. By way of an example, the BQ stipulated the following instructions as it regards the manner in which contractors should execute the contracted de-bushing works:

Office of the Contractor General Page **65** of **485**



"Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site."

In relation to drain cleaning works, the BQ stipulated that contractors were required to "*Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site*".

The table below highlights the unit and rates that were assigned to the different aspects of the programme:



Table 7

Description of Works	Unit of Measurement	Rate (\$)
De-bushing	m	102.00
Drain cleaning	m ³	1,638.00
Clean Culvert	No	10,000.00
Clean Earth Drain	m ³	1,638.00
Clean Outlets	No	2,804.00
Removal of Silt and	m ³	1,425.00
Debris		
Clean Side Drain	m	110.00
Clean Catch Basin	No	5,455.00
Clean U-Drains	m ³	1,638.00
Tree Cutting & Stump	Item	5,000,000.00
Removal		
Cut Overhanging Trees	Item	1,500,000.00 ³⁶

³⁶ The Bill of Quantities indicates varying rates attributed to this item.



The Manner in which the Works were Implemented/Executed

As stated above, Clause 4.4 of the contract refers to sub-contracting and states that the contractor shall not sub-contract the whole of the works and that any part of the work shall not be sub-contracted without the consent of the NWA.

As it relates to the implementation and execution of the works, the Bill of Quantities (BQ) outlines the descriptions of works to be performed by the contractor. For example, the following is stated as it relates to drain cleaning: *"Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site"*. Each description of works listed in the BQ bears instructions of a similar nature.

Execution of the Contract by Construction Solutions Limited

In response to an OCG requisition to Construction Solutions Limited dated November 28, 2016, Mr. Vincent Taylor, Managing Director, outlined the works for which his company was contracted to execute in the parishes of St. Catherine, St. Mary & St. Ann. Mr. Taylor stated that the works were scheduled to commence on November 18, 2016, however, the works actually commenced on November 21, 2016.

Mr. Vincent Taylor also stated in the response of November 28, 2016 that "*no sub-contracting will be undertaken. Work i done by direct labour in the various communities*"³⁷. This statement was again emphasized by Mr. Taylor during a hearing which was held on December 20, 2016.

"Q. ... Let's start first with subcontract. How many people you gave contracts to. We are not talking about how many labourers you

Office of the Contractor General Page **68** of **485**

³⁷ Response to OCG requisition from Construction Solutions LTD dates November 28, 2016



hired, want to know how many persons you subcontracted to work?

A. <u>We didn't subcontract the work, I am not</u> subcontracting the work.

- *Q. ... how have the work been carried out?*
- A. In terms of the drain cleaning, we used our own equipment and we hired equipment in certain areas. As far as bushing in concerned it is done through the MP and the Community. "³⁸ (OCG Emphasis)

Mr Vincent Taylor provided the OCG with a document which bore the caption "CONSTRUCTION SOLUTIONS LIMITED DRAIN CLEANING AND BUSHING CONTRACT-NATIONAL WORKS AGENCY PARTICULARS OF PAYMENTS TO DATE" and which was labelled "Exhibit VT1" by the OCG and appended to this Report at Appendix 2. The document was provided to the OCG during the course of a hearing held on December 20, 2016. The document portrays the names of persons listed as facilitators, their contact information, the amounts which were made payable to them, the method of payment, cheque numbers, the parishes in which they performed the works, relationship to the project and the type of work they performed. Mr. Taylor insisted that the entities and individuals listed on the aforementioned document were facilitators that "facilitated" the payments to the labourers and not sub-contractors. During a hearing session held on January 5, 2017, Mr. Taylor made the following representations:

"Q. on the last occasion you had shared with me, with us,...after making contact with the three Members of Parliament ... you left it up to

Office of the Contractor General Page **69** of **485**

³⁸ Transcript of OCG's Hearing held on December 20, 2016, involving Mr. Vincent Taylor. Pgs. 29-30.



them to make contact with the contractors who actually did the work, the subcontractors who actually did the work, correct?

- A. No, in my view it wasn't, the bushing was done on a community basis, it wasn't through any designated contractor, I left it to those persons to mobilize the effort.
- Q. You left it to three Members of Parliament to mobilize the efforts of the community based persons to do the work?
- A. Through the other Members of Parliament, as well as in cases where the - - for their constituencies I would expect that they would probably do it in a more direct way.
- Q. Would you agree with me that you subcontracted in this--throughout this project?
- A. Meaning for the bushing?
- Q. And the drain cleaning?
- A. No, I don't agree with you, sir.
- Q. Okay. The persons that did the work, were they working for you or they working for the Member of Parliament, who were they working for, the community based persons, who were they working for?
- Q. Who paid them, who paid the community based persons that worked, who paid them?



- A. <u>They were paid through persons that I</u> <u>classify as facilitators who were, who were</u> <u>on the advise of the Member of Parliament.</u>
- *Q.* Do you have the names of the facilitators in all the parishes?
- A. The ones that we have paid, yes, sir.
- Q. Okay, What's the names of the facilitators for all the parishes?
- A. I had submitted that information to you the last time I came here."³⁹

The OCG, upon examination of the document to which Mr. Taylor made reference, i.e., 'Exhibit VT1', observed that for the parish of St. Mary, only one person/entity was utilised by Construction Solutions Limited as a 'facilitator' whereas in the parishes of St. Ann and St. Catherine numerous 'facilitators' were used.

Wadmar Construction Limited was the name that appeared on the document with contact details for 'Mark Knight', for the parish of St. Mary. Mr Taylor made the following representations in respect of questions concerning Wadmar Construction Limited during a hearing which was held on January 5, 2017:

- "Q. ...did he provide you with particulars of the persons to be paid?
- A. There was only one person in the case of St. Mary.
- *Q.* who provided you with the name of that person who was to be paid?
- A. It is Minister Montague.

³⁹ Transcript on OCG's hearing held on January 5, 2017, involving Mr. Vincent Taylor. Pgs. 8-10.



- Q. How did he provide this information to you?
 A. That was by wire transfer to a company called Wadmar.
 Q. ...You have paid Wadmar in respect of work where?
 A. In St. Mary.
 Q. and payment was made to them by wire
- A. Yes. sir.

transfer?

- Q. And that wire transfer that was made to them, based on the documents you gave us, you have a Mark Knight, he is the contact person from Wadmar Construction Limited?
- A. That is correct, sir.
- Q. ...do you know if Wadmar actually did work? You have him listed as a facilitator, is it your understanding that Wadmar did work, or Wadmar is just a facilitator to collect money to pay to persons who actually did work?
- Q. ...Is it your understanding that Wadmar actually did work?
- A. <u>It is not my understanding.</u>
- Q. <u>Your understanding is that Wadmar was</u> <u>also - - is a facilitator to collect money to</u> <u>pay the persons who actually did work?</u>



The above evidence given by Mr. Vincent Taylor clearly indicates that his company recognised and paid Wadmar Constructions Limited as a mere "facilitator" whose sole purpose and responsibility was to pay the labourers who were mobilized to do the works and not as a sub-contractor with responsibilities in accordance with the NWA's Bill of Quantities.

Having regard to the foregoing, on February 2, 2017, Mr. Mark Knight, Managing Director, Wadmar Constructions Limited, appeared before the Contractor General and gave evidence concerning the de-bushing and drain cleaning works which were executed in the parish of St. Mary. The following statements were provided by Mr. Knight:

- "
- Q. And the present day, today being the 2nd of February, 2017, had you, Wadmar Construction Limited, undertaken any work under the \$600 million bushing and drain cleaning project?
- A. Yes, I did.
- Q. Where exactly in St. Mary did you do this?
- A. It's right across the parish.
- Q. Okay. Do you have a list or any documentation as to the areas across the parish you did it?
- A. Yes, I do.
- *Q.* You have that here with you now?
- A. Yes, it is a list I got from the contractor.

⁴⁰ Transcript on OCG's hearing held on January 5, 2017, involving Mr. Vincent Taylor. Pgs. 18, 37-38.



...

- Q. And the contractor is who?
- A. Construction Solutions.
 - ...
- Q. You got this from him, when?
- A. It was left at my office.
- Q. When was this?
- A. sometime in November ...
 - ...
- Q. You have been paid \$10 million by Construction Solutions Limited in respect of work you did by way of an interbranch transfer?
- A. Yes.
 - ...
- Q. Did you receive three payments from Construction Solutions Limited for work done for St. Mary parish under the \$600 million drain cleaning and de-bushing programme?
- A. Yes, I did.
- Q. Did you receive more than three payments?
- A. I know the total that I received.
- Q. Could you tell me that, please?
- A. Nineteen point something million.
- Q. Did you sign a contract with Construction Solution Limited?
- A. No.



- *Q.* Word of mouth?
- A. Basically, yes.
- Q. The document which I am going to mark as an Exhibit, which I am going to mark as an exhibit 'MK', for your initials 'MK1', ... that document which was left at your office?
- A. Yes.
- Q. Do you know who left it there or someone told you?
- A. My security said somebody left that document.
- Q. Okay. When you received the document, did you call anybody or did anybody call you about the document ...?
- A. I got a call before the document was left there.
- Q. You know who called you?
- A. No, the call came in from, they said they identified themselves from Construction Solutions.
- A. No, I didn't get a name, they said they calling from the company and, amm, that they have some work in St. Mary to be done and they have a document here and if I am interested. They gave me a briefing and I said okay, fine, and I told them where my office was, apparently I wasn't there when



. . .

they came, so it was handed to me the following day that somebody left this here.

- Q. ...<u>Mr. Taylor has described you as a</u> <u>facilitator under the column relationship</u> <u>and in evidence he gave here, he has</u> <u>described persons as facilitators as persons</u> <u>to whom he paid sums of money for them</u> <u>to pay people who worked. Can you</u> <u>comment on that in terms of what he has</u> <u>described as facilitator, that is Mr.Vincent</u> <u>Taylor</u>?
- A. <u>Well, the term, 'facilitator', that he used, I</u> have done the job and he paid me.
- Q. So in respect of that sum, 19 plus, 19 million plus, did you provide a claim to Construction Solutions to be paid sums of money?
- A. <u>I - When the work was basically done, I</u> asked my secretary one evening to call <u>Construction Solutions and tell them that</u> the work is done. When I got the document, it says N.W.A.
- Q. ... So when the call was placed by your Secretary did you speak to anyone or your Secretary did all the talking?



- A. The Secretary did all the talking, I have never met Mr. Taylor.
- Q. So, in terms of the actual amount, pause. How many calls were made by her, to your personal knowledge, to Construction Solutions?
- A. I think she made either one or two.
- *Q.* And either one or two calls on each occasion it was for a payment to be made?
- A. That the works is now done and on a daily basis I kept on checking my account ... I will go further, I am still being owed on this job...
- *Q. How much is that?*
- A. I got a job to do for 26 million.
- *Q. Can you tell me how you arrive at the 26?* ...
- MR. M. KNIGHT: I was told the figure.
- Q. By who?
- A. By the phone call that I got.
- Q. ... the person identify themselves?
- A. Just from the company.
 - ...
- *Q.* So the person told you the rate of 102?
- A. They told me there is a document from N.W.A. which I said before.
- Q. Okay.
- A. N.W.A. fees and I don't know what and what coming out of this figure, *but all I know the*



sub-contractor is to do 26 million to the

<u>same quantity.</u>

- Q. Okay.
- •••
- Q. <u>You would agree that you are a sub-</u> <u>contractor?</u>
- *A*. <u>*Yes.*</u>

. . .

- [Q]: ... <u>Mr. Knight, can you just detail for us</u> what it is that you were performing, the job functions that you were performing for the \$26 million that was agreed on, what specifically were you to do?
- [A]: ...<u>To do what was said on the document. To</u> <u>do bushing, clean outlets, clean drains,</u> <u>remove debris, that was the basis of</u> <u>this...what I was suppose to be doing</u>.
- [Q]: <u>Was it your understanding that you were</u> also to source the labourers to execute the work?
- [A]: <u>Yes.</u>
- [Q]: <u>Mr. Vincent Taylor has indicated that</u> you were a facilitator to collect money to pay the persons who actually did work, because he is suggesting, it is his understanding that you did no work, but you are a facilitator to collect money to pay persons, can you comment on that?



<u>I</u> am not a facilitator on this project. ^{,,41} (OCG Emphasis)

The Utilisation of Facilitators by Construction Solutions Ltd. in the Execution of the Islandwide Mitigation De-bushing and Drain Cleaning Programme

As mentioned previously in this report, Mr. Vincent Taylor provided the OCG with a document entitled "CONSTRUCTION SOLUTIONS LIMITED DRAIN CLEANING AND BUSHING CONTRACT-NATIONAL WORKS AGENCY"⁴² which portrays amongst other things the names of persons listed as facilitators, their contact information, the amounts which were made payable to them, the method of payment, cheque numbers, the parishes in which they performed the works, relationship to the project and the type of work they performed. Mr. Taylor also advised the OCG that the "facilitators" were individuals who did no work but who were selected by the Members of Parliament as a third party whose role was to collect the money and make payment to the labourers who executed the actual works. The OCG has outlined hereunder the following as it regards the functions of the facilitators.

Facilitators Utilised in St. Ann

Based on a perusal of 'Exhibit VT1', the facilitators utilised in St. Ann were Tyrone Robinson, Clancie Senior, Alfred Lawrence, and Sanjay Welch. In relation to the utilisation of these individuals in St. Ann, the OCG deemed it prudent to construct the following table in the foregoing regard:

⁴¹ Transcript on OCG's hearing held on February 2, 2017 involving Mr. Mark Knight. Pgs. 78-87, 90,94, 99-100,111-113.

 $^{^{\}rm 42}$ Labelled by the OCG as 'Exhibit VT1' and attached at Appendix 2.



Table 8

#	Name of Facilitator	Amount (\$)	Method of	f Type of
			Payment	Works
				Executed
1.	Tyrone Robinson	800,536.00	Cheque	Bushing and
				cleaning
				roads
		857,000.00	Cheque	Bushing and
				cleaning
				roads
		TOTAL = 1,657,536	.00	
2.	Clancie Senior	908,000.00	Cheque	Bushing and
				cleaning
				roads
		580,300.00	Cheque	Bushing and
				cleaning
				roads
	1	TOTAL = 1,488,300).00	
3.	Alfred Lawrence*	200,000.00	Inter-branch	Drain
			transfer	cleaning
4.	Sanjay Welch*	100,000.00	Inter-branch	Drain
			transfer	cleaning
	GRAND TOTA	L = \$3,445,836.00	1	1

*Individuals identified as equipment owners and not necessarily facilitators



Facilitators Utilised in St. Mary

A further perusal of 'Exhibit VT1' revealed that the facilitator utilised in St. Mary was Wadmar Construction Ltd. As it regards the execution of the de-bushing and drain cleaning programme, the OCG constructed the following table to highlight the particulars between Construction Solutions Ltd. and Wadmar Construction Ltd.:

Table 9

#	Name of Facilitator	Amount (\$)	Method of	Type of
			Payment	Works
				Executed
1.	Wadmar Construction Ltd.	3,607,800.00	Inter-branch	Bushing and
			transfer	cleaning
				roads
		10,000,000.00	Inter-branch	Bushing and
			transfer	cleaning
				roads
		3,674,285.00	Inter-branch	Bushing and
			transfer	cleaning
				roads
TOTAL = 17,282,085.00				

The Hon. Robert Montague, MP, responded to the allegations made by Mr. Vincent Taylor concerning the utilisation of facilitators in St. Mary. Mr. Montague advised the OCG, *inter alia*, as follows:

"Q: Do you know Mr Mark Knight of Wadmar Construction Limited.

A: Yes, sir.

Office of the Contractor General Page **81** of **485**



- Q: Mr Knight and Wadmar Construction Limited also did work in your Constituency under the Six Hundred Million Dollars Drain Cleaning and De-bushing Programme?
- A: Yes, sir.
- Q: <u>Do you know how Mr Mark Knight was</u> <u>selected as a contractor in your</u> <u>Constituency to do the Six Hundred</u> <u>Million De-bushing and Drain Cleaning?</u>
- A: <u>I don't know how he was selected but I can</u> <u>tell you I met with Mr Taylor...</u>
- A: <u>I recommended two contractors; Dwight's</u> <u>Construction and Wadmar Construction</u> <u>and I told that I know they have</u> <u>equipment; I know they are competent and</u> <u>I also knew that they registered with the</u> <u>NCC and that he could select any of the</u> <u>two.</u>

...when persons came, as I told you, and said that they could not get payment, I contacted Wadmar and asked what was the arrangement with Mr Taylor. I asked what was the arrangement with Construction Solutions for payment of the people. He said Mr Taylor was to transfer money because he had given Mr Taylor the information but



they were saying they were having some difficulty so I went out by Wadmar's office in Rio Nuevo. Mark Knight was not there. I took a picture of a blank cheque and submitted it to Mr Taylor, saying to him if there is any difficulty, here is the cheque, see everything is there, you have no excuse why you can't pay the people.

- Q: How did you pass on to Mr Taylor?
- A: What's App.
- *Q*: ...*it is only once that you contacted him?*
- A: <u>I gave him the banking information once,</u> and I don't think it would be unusual that if you give it to him once he would retain <u>it.</u>"⁴³ (OCG Emphasis)

Facilitators Utilised in St. Catherine

A perusal of 'Exhibit VT1' indicates that the facilitators utilised in St. Catherine were Valda Graham, Carmen Gunn, Richard Rogers, Tyrone Robinson, Clancie Senior, Anita Rambally, Fabian Morris, Oswald Williams, Dawan Beckford, Richard Ferguson, Sydney Roman, Tabrakay Palmer, Serron Wilson, Maurice Terrelonge and Antoinette Richards.

In relation to the utilisation of these individuals in St. Catherine, the OCG constructed the following table in the foregoing regard:

⁴³ Transcript of hearing held on February 14, 2017 involving the Hon. Robert Montague, MP. Pages 4 to 22.



<u>Table 10</u>

#	Name of Facilitator	Amount (\$)	Method of	Type of
			Payment	Works
				Executed
1.	Valda Graham	750,000.00	Cheque	Bushing and
				cleaning
				roads
2.	Carmen Gunn	450,000.00	Cheque	Bushing and
				cleaning
				roads
3.	Richard Rogers	850,000.00	Cheque	Bushing and
				cleaning
				roads
		900,000.00	Cheque	Bushing and
				cleaning
				roads
		980,000.00	Cheque	Bushing and
				cleaning
				roads
		820,000.00	Cheque	Bushing and
				cleaning
				roads
		650,000.00	Cheque	Bushing and
				cleaning
				roads
		800,000.00	Cheque	Bushing and
				cleaning
				roads



		801,000.00	Cheque	Bushing and
				cleaning
				roads
	ТОТА	L = 5,801,000.00		
4.	Tyrone Robinson	816,174.72	Cheque	Bushing and
				cleaning
				roads
	-	816,174.72	Cheque	Bushing and
				cleaning
				roads
	-	816,174.72	Cheque	Bushing and
				cleaning
				roads
	ТОТА	L = 2,448,524.16		
5.	Clancie Senior	816,174.72	Cheque	Bushing and
				cleaning
				roads
	-	816,174.72	Cheque	Bushing and
				cleaning
				roads
	ТОТА	L = 1,632,349.44		
6.	Anita Rambally	1,000,000.00	Cheque	Bushing and
				cleaning
				roads
7.	Fabian Morris	900,000.00	Cheque	Bushing and
				cleaning
				roads
8.	Oswald Williams	2,000,000.00	Cheque	Bushing and



				cleaning	
				roads	
9.	Dawan Beckford	300,000.00	Cheque	Bushing and	
				cleaning	
				roads	
10.	Richard Ferguson	1,500,000.00	Cheque	Bushing and	
				cleaning	
				roads	
11.	Sydney Roman	1,000,000.00	Cheque	Bushing and	
				cleaning	
				roads	
12.	Tabrakay Palmer	600,000.00	Cheque	Bushing and	
				cleaning	
				roads	
13.	Serron Wilson	500,000.00	Cheque	Bushing and	
				cleaning	
				roads	
14.	Maurice Terrelonge	700,000.00	Cheque	Bushing and	
				cleaning	
				roads	
15.	Antoinette Richards	600,000.00	Cheque	Bushing and	
				cleaning	
				roads	
	GRAND TOTAL = \$20,181,873.60				

At this juncture, the OCG highlights that Dr. the Hon. Andrew Wheatley, MP, denied selecting or making recommendations of facilitators for the execution of the Island-wide Mitigation (De-



bushing and Drain Cleaning) programme. In point of fact, with the exception of Mr. Oswald Williams, it is the assertion of Minister Wheatley that he did not recognise any of the named contractors on "Exhibit VT1".

Upon a review of the foregoing tables, the OCG makes the following observations:

- (i) Construction Solutions Ltd. engaged sixteen (16) facilitators who were provided with a total of \$40,609,794.60 to make payment to labourers in respect of the execution of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme in the parishes of St. Ann, St. Catherine and St, Mary. An amount of \$300,000.00 had been allocated to persons identified as equipment owners.
- (ii) The facilitators in the parish of St. Ann were provided with a total of \$3,445,836.00 to make payment to labourers in respect of the execution of the Island-wide Mitigation (Debushing and Drain Cleaning) Programme.
- (iii) The facilitator in the parish of St. Mary was provided with a total of \$17,282,085.00 to make payment to labourers in respect of the execution of the Island-wide Mitigation (Debushing and Drain Cleaning) Programme.
- (iv) The facilitators in the parish of St. Catherine were provided with a total of \$20,181,873.60 to make payment to labourers in respect of the execution of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.
- (v) 'Tyrone Robinson' and 'Clancie Senior' were listed as facilitators for both St. Catherine and St. Ann.



- (vi) 'Tyrone Robinson', having received a total of five (5) payments, was paid a cumulative value of \$4,106,060.16 for works executed in relation to the bushing of roads in the named parishes.
- (vii) 'Clancie Senior,' having received a total of four (4) payments, was paid a cumulative value of \$3,120,649.44 for works executed in relation to the bushing of roads in the named parishes.
- (viii) The monies which were made payable to 'Tyrone Robinson' reflect approximately 48% of the total payments which were made to facilitators and equipment owners in the parish of St. Ann and approximately 12% of the total payments which were made to facilitators in both St. Ann and St. Catherine.
- (ix) The monies which were made payable to 'Clancie Senior' reflect approximately 43% of the total payments which were made to facilitators in the parish of St. Ann and approximately 8% of the total payments which were made to facilitators in both St. Ann and St. Catherine.



Concerns with Regard to Statements Made by Mr. Vincent Taylor and Supervisors of Construction Solutions Ltd.

There is a concern as it regards the accounts provided by Mr. Vincent Taylor and the Project Managers at Construction Solutions Ltd., namely, Mr. Marlon Haynes, Mr. Jason Cunningham and Mr. Kennard Clemetson. As mentioned herein, Mr. Taylor advised the OCG that in the execution of the referenced de-bushing and drain cleaning programme, his company, Construction Solutions Ltd., engaged other entities and individuals who acted as 'facilitators' in this regard. A concern arises for the OCG as the Supervisors informed the OCG that they were not aware of several facilitators who were listed on 'Exhibit VT1'.

i. Mr. Marlon Haynes, Supervisor, Construction Solutions Ltd. (St. Catherine)

The OCG notes that in the execution of the subject programme in St. Catherine, Mr. Marlon Haynes, Supervisor, Construction Solutions Ltd., was tasked with the responsibility of verifying the completion of the works. During the course of a hearing which was held on January 31, 2017, Mr. Haynes indicated that he was not aware of the utilisation of facilitators to pay workers and stated, *inter alia*, as follows:

- "Q. The person who did the actual de-bushing and drain cleaning, to include the person in charge of all the sections, of all the roads you visited in that part of St. Catherine, do you know how those persons were selected?
- A. No, sir, Mr. Taylor.
- Q. Pardon me?

. . .

A. Mr. Taylor would have made all the arrangements.



- Q. <u>You heard the term facilitator, were you a</u> <u>facilitator or supervisor?</u>
- A. <u>Supervisor.</u>
- Q. <u>You know the facilitators under this</u> project?
- A. <u>No, sir.</u>
- Q. <u>Mr. Taylor has identified some persons as</u> <u>facilitators, meaning that those were the</u> <u>persons who moneys were given to, to pay</u> <u>the people?</u>
- A. Oh, I don't know about that.
- Q. You don't know about that?
- A. <u>No, sir.</u>
 - ...
- Q. ...the question I am asking of you based on what Taylor had said, did you get a list of roads and the names and so on, from Mr. Taylor?
- A. I got the names of the roads, a list with the names of road.
- Q. But not the persons who would be working?
- A. No.
- Q. You got a scope of work from him?
- A. No.

...

- Q. The BQ, the Bill of quantities?
- A. No, I didn't get the bill.



	and a second
MR. D. HARRISON:	Can you recall any role
	<u>you had in terms of the</u>
	project in St. Catherine for
	<u>Construction Solutions, in</u>
	<u>relation to bushing and</u>
	<u>drain cleaning, if you had</u>
	any role to play in certifying
	work?
А.	<u>Yes.</u>
<i>Q</i> .	And what role is that?
А.	Well, we drove with the
	N.W.A. representative and
	<u>check on the various roads.</u>
Q.	<u>That is what I am asking. Is</u>
	<u>there any role that you</u>
	played specifically, with
	actually taking
	measurements, with actually
	<u>verifying to Mr. Taylor</u>
	figures and measurements
	<u>for him to pay people, that is</u>
	<u>what I am asking, what</u>
	<u>exactly do you do in that</u>
	<u>regard for payment or did</u>
	<u>you do anything in that</u>
	regard?

•••

Office of the Contractor General Page **91** of **485**



We travel and we confirmmeasurements as we goalong, that's the only thingas it relates tomeasurement."*44(OCG Emphasis)

The OCG notes with importance that Mr. Haynes denied having any knowledge of the named facilitators on "Exhibit VT1', which was submitted to the OCG by Mr. Vincent Taylor. Detailed, hereunder, is a verbatim extract of the statements made by Mr. Haynes in this regard:

- "Q. Do you know Valda Graham?
- A. <u>No, sir.</u>
- Q. Do you know Richard Rogers?
- A. <u>No, sir.</u>
- Q. Tyrone Robinson?
- A. <u>No, sir.</u>
- Q. Clancie Senior?
- A. <u>No, sir.</u>
- Q. Before I go further, I am just going to call ten more names. <u>These persons were given to us</u> by your boss, Mr. Taylor, as facilitators in St. <u>Catherine area I am just giving you the</u> <u>names. Anita Rambally?</u>
- A. <u>No, sir.</u>
- Q. Fabian Morris?
- A. <u>No, sir.</u>

Α.

⁴⁴ Transcript of hearing held on January 31, 2017 involving Mr. Marlon Haynes. Pages 23-26, 31, 38-40.



- Q. Oswald Williams?
- A. <u>No, sir.</u>
- Q. Dawan Beckford?
- A. <u>No, sir.</u>
- Q. <u>Richard Ferguson?</u>
- A. <u>No, sir.</u>
- Q. Sydney Roman?
- A. <u>No, sir.</u>
- Q. Tabrakay Palmer?
- A. <u>No, sir.</u>
- Q. Serron Wilson?
- A. <u>No, sir.</u>
- Q. Maurice Terrelonge?
- A. <u>No, sir.</u>
- Q. Antoinette Richards?
- A. <u>No, sir.</u>
- Q. Other than the persons who were in charge of the various locations, did you identify yourself in all the areas that you supervise, that you were the supervisor?
- A. Yes, sir.
- Q. <u>Did you, at anytime, prepare any document</u> and give to Mr. Taylor in terms of work that you were certificating as being done properly?
- A. No, no document.
- Q. Did you prepare any document at all, in respect of people who did work, names of people?
- A. <u>No, sir.</u>



- Q. And just for completion, you played no part, absolutely no part in the selections of any workers who did work in this project?
- A. Absolutely no part.
- Q. For the avoidance also of any doubt on my part, you also did not, you, Mr. Haynes, did not facilitate payment to any of the workers?
- A. <u>Did not.</u>
- Q. You also did not give instructions in respect of anybody to be paid, who did work on the project?
 A. <u>Did not.</u>"⁴⁵ (OCG Emphasis)

The OCG reiterates that, as stated by Mr. Haynes, he has no knowledge of the named facilitators for the parish of St. Catherine, that he played no role in the selection of workers on the project and that he did not give any instructions as it relates to payments being made to workers.

ii. Mr. Kennard Clemetson, Supervisor, Construction Solutions Ltd., (St. Mary)

The OCG notes that in the execution of the subject programme in St. Mary, Mr. Kennard Clemetson, Supervisor, Construction Solutions Ltd., was tasked with the responsibility of overseeing the works and ensuring same was properly executed. During the course of a hearing held on January 31, 2017, he stated that he was not aware of the utilisation of facilitators to pay workers. Mr. Clemetson stated, *inter alia*, as follows:

"Q. So you played no part in actually - - the workers being selected?

⁴⁵ Transcript of hearing held on January 31, 2017 involving Mr. Marlon Haynes. Pages 41-43.



- A. No.
- Q. You played no part in telling them when to start work?
- A. No.
- Q. What was your role as supervisor, sir?
- A. <u>To oversee the work and mek sure it is</u> <u>done properly.</u>
- Q. <u>You played no part whatsoever in any</u> payment of any worker, sir?
- *A.* <u>*No*, *sir*.</u>

. . .

- Q. Mr. Taylor pays you?
- A. Yes, he does.
- Q. <u>Did you know any of the persons who were</u> doing the work?
- A. <u>No.</u>
- Q. <u>Do you know how the persons were paid,</u> who did the work?
- A. <u>No.</u>"⁴⁶

During the course of the hearing convened on January 31, 2017 involving Mr. Kennard Clemetson, the following, *inter alia*, was also discussed:

- "Q. Do you know Mr. Mark Knight of Wadmar Construction?
- A. Mark Knight, no.
- Q. Do you know Wadmar Construction?

⁴⁶ Transcript of hearing held on January 31, 2017 involving Mr. Kennard Clemetson. Page 52,55.



- A. <u>Repeat?</u>
- Q. <u>Wad, W-A-D-M-A-R, Wadmar</u> <u>Construction that did work in St. Mary for</u> <u>heavy duty in terms of the drain cleaning,</u> <u>did you see any heavy equipment doing</u> <u>work in St. Mary?</u>
- A. <u>Yes, there was a drain down by, I don't</u> <u>quite remember that side - - I am not so</u> <u>familiar with the place so I can't quite</u> <u>remember, but there was a drain, I think,</u> <u>down by Oracabessa side that was cleaned</u> <u>by a backhoe and some labourers.</u>
- Q. For the areas that you visited in St. Mary, each area had a person in charge, sir?
- A. Yes.
- Q. Did you interact with any of those persons at all?
- A. Only mainly pertaining to the work.
- Q. <u>Have you ever heard the term, 'facilitator',</u> you know any of the persons who were to pay the workers, do you know any of those persons?
- A. <u>No, sir.</u>"⁴⁷

⁴⁷ Transcript of hearing held on January 31, 2017 involving Mr. Kennard Clemetson. Pages 56-58.



iii. Mr. Jason Cunningham, Supervisor, Construction Solutions Ltd., (St. Ann)

As it regards the execution of the referenced programme in St. Ann, Mr. Jason Cunningham, Supervisor, Construction Solutions Ltd., stated that he does not know the named facilitators for the parish of St. Ann. Mr. Cunningham, indicated, *inter alia*, the following to the OCG:

- A. <u>Sanjay Welch, Sanjay Welch, yes, not</u> <u>personally</u>, but...
- Q. That person, Sanjay Welch, his equipment did some work in the St. Ann area during the project?
- A. Yes, I am familiar with...
- Q. <u>Alfred Lawrence, you know that name?</u>
- A. ...<u>No, I don't know that name.</u>
- Q. You know the name Tyrone Robinson?
- A. <u>No, sir.</u>
- Q. <u>Clancie Senior?</u>
- A. <u>No, sir.</u>"⁴⁸

However, the OCG notes with importance that these statements made by Mr. Cunningham differed from those expressed by Mr. Vincent Taylor. The disclosures made by Mr. Vincent Taylor were subsequently put to Mr. Cunningham in the hearing convened on January 31, 2017. The following, *inter alia*, was further revealed:

⁴⁸ Transcript of hearing held on January 31, 2017 involving Mr. Jason Cunningham. Pages 63-67.



...

"MR. D. HARRISON:

Mr. Cameron, going to January 5, 2017, transcript. Going to start on page 37, Mr. Cameron, start in the middle of 37:

Question: I need all copies of all payments. For St. Ann, Alfred Lawrence and Sanjay Welch. I am just going to let you have a copy as I go through. Just going to make this document Exhibit 1. Exhibit 1, that I am referring to, that I had put in on the last occasion, which is headed, ''Construction Solutions Limited, drain cleaning and bushing



contract _ *N.W.A.*, particulars of payment to date", and I want to thank you once again, Mr. Taylor, for preparing this document for us. I go on to the last three entries that speak Alfred to Lawrence and Sanjay Welch, well two, an inter-branch transfer for St. Ann, persons equipment owner for drain cleaning. This inter-branch transfer, who gave you the details to make this inter-branch transfer to these persons, Lawrence and Welch? Answer: I spoke to



Mr. Welch personally and he provided that to me. Alfred Lawrence came via my supervisor, information came via Jason Cunningham.

Question: How did you know that Mr. Welch should be paid, why did you make contact with him?

Answer: Well, he is anequipment owner, he isnear to where we arecleaning the drains, soour supervisor madecontact with him.Question: What aboutAlfred Lawrence?Answer: The same.Question: So, your



supervisor made contact
with Lawrence for them
to actually do work?
Answer: Yes."
I just repeat. You are,
Mr. Jason
Cunningham, that's
correct?
That's correct, yes,
sir.
<u>Mr. Vincent Taylor,</u>
your boss has
<u>your boss has</u> indicated and I start
indicated and I start
<u>indicated and I start</u> <u>first on page 40 and</u>
<u>indicated and I start</u> <u>first on page 40 and</u> <u>it is the first answer</u>
indicated and I start first on page 40 and it is the first answer where the A. appears
<u>indicated and I start</u> <u>first on page 40 and</u> <u>it is the first answer</u> <u>where the A. appears</u> <u>on page 40 I start</u>
<u>indicated and I start</u> <u>first on page 40 and</u> <u>it is the first answer</u> <u>where the A. appears</u> <u>on page 40 I start</u> <u>there:</u>
indicated and I start first on page 40 and it is the first answer where the A. appears on page 40 I start there: ''Answer: I spoke to

Α.

Q.

Office of the Contractor General Page **101** of **485**



Lawrence came via
<u>my supervisor,</u>
<u>information came via</u>
Jason
Cunningham.''
Can you comment on
that?
<u>I don't wish to</u>
answer.
<u>Did you personally</u>
<u>contact Mr. Alfred</u>
Lawrence, Mr.
<u>Cunningham?</u>
<u>Well, I am not saying</u>
<u> maybe, because as</u>
<u>I said before there</u>
<u>was St. Ann is a</u>
<u>big parish, you nuh,</u>
and there is a lot of

Α.

Q.

Α.

Office of the Contractor General Page **102** of **485**



conversation and thing.well, maybe, 'cause I had so much doing and, you nuh, in the sun and all so...in the sun and all daily, so I had a lot doing. ••• Did you make contact with the Sanjay Welch to do work in

	weich to do work in
	the area?
А.	<u>No, I never contacted</u>
	<u>him.</u>
Q.	<u>Mr. Taylor, your</u>
	<u>boss, has said you</u>
	<u>made contact with</u>
	<u>him?</u>
А.	I got the number.

Q.

Q.

Office of the Contractor General Page **103** of **485**

Pardon me?



А.	I got the cell number.
Q.	Whose cell number?
А.	<u>Sanjay.</u>
Q.	<u>Right</u> .
А.	Yeah, I got the cell
	number and passed it
	on to my boss.
Q.	That's Mr. Taylor?
А.	<u>Yes.</u>
Q.	<u>But you did not make</u>
	contact with Mr.
	<u>Welch?</u>
<i>A</i> .	<u>Mr. Welch? No, as I</u>
	<u>said I don't know</u>
	him personally.
Q.	But even though you don't
	know somebody personally
	you still can make contact. I
	am putting to you what Mr.
	Taylor has said and asking
	you a question in relation to
	that.

Office of the Contractor General Page **104** of **485**



Okay.⁴⁹ (OCG Emphasis)

Further, Mr. Cunningham also advised the OCG that he did not play a role in the selection of workers or the payment process as it regards the execution of the referenced de-bushing and drain cleaning programme in St. Ann. Detailed, hereunder, is a verbatim extract of the transcript of Mr. Cunningham in which he provided these statements during the hearing convened by the OCG on January 31, 2017:

- "Q. <u>Did you play any role, Mr. Cunningham, in</u> respect to the selection of the workers, persons who did work on the bushing or de bushing or drain cleaning, sir?
- A. <u>No, sir.</u>

Α.

- Q. <u>Did you play any part in the payment of</u> any of these workers, sir?
- A. <u>No, sir.</u>
- Q. <u>Did you play any part in terms of the</u> payment of the persons who provide the equipment?
- A. <u>No, sir.</u> ^{,,50}(OCG Emphasis)

Execution of the Contract by YP Seaton & Associates Company Limited

YP Seaton & Associates Company Limited was contracted to execute works in Hanover, St. James and Westmoreland and utilised sub-contractors to carry out the works in each parish. The OCG convened a hearing on January 5, 2017 with Mr. YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr who under oath made certain statements.

⁴⁹ Transcript of hearing held on January 31, 2017 involving Mr. Jason Cunningham .Pages 68-79.

⁵⁰ Transcript of hearing held on January 31, 2017 involving Mr. Jason Cunningham .Pages 79-80.



In relation to the selection of the aforementioned sub-contractors, Mr. Y.P. Seaton indicated that he received no recommendation from any Member of Parliament as it relates to the selections or sub-contracting of works:

"MR. D. HARRISON:	Because as you can understand, we
	just trying to reconcile everything.
	The other allegation which has been
	advanced, at least one person has
	confirmed it so far, is this, let me ask
	it another way, have you been
	instructed by Mr. Warmington, who
	it is that you should hire? At least
	one other contractor has said
	Mr. Warmington has instructed him
	who the Jamaica Labour Party
	Members of Parliament are, that he
	must contact them to determine who
	he is to hire.
MR. Y. P. SEATON:	The answer to that, sir, is no, and
	again, I am going to say I am not
	that fortunate. The only person I
	have spoken with is, two people, E.G.
	Hunter and Valdin, nobody else." ⁵¹

⁵¹ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr. YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr -Page 64-65.

. . .

Office of the Contractor General Page **106** of **485**



"MR DIRK HARRISON:

...one person has said he instructed him which Members of Parliament he should go to

MR. W. KERR: We don't work like that."⁵²

The OCG was provided with a spreadsheet which detailed the name of each sub-contractor, the parishes within which the works were executed, as well as the purpose, location and the amount paid. The works which were executed by the sub-contractors ranged from de-bushing and drain cleaning to the supply of gasoline, transportation of spoils to dump, equipment supply and the engagement of a flagman. In the foregoing regard, as at January 21, 2017, YP Seaton & Associates Company Ltd. paid out a total of \$42,227,706.40 to sub-contractors and other engaged persons. The OCG has attached at Appendix 3, the persons and entities engaged by Y.P. Seaton & Associates Company Ltd. in the execution of the contract.

Mr. Wilford Kerr and Mr. Kenneth Townsend, employed to YP Seaton & Associates Company Ltd. as supervisors, were assigned to the three (3) parishes where the contractor was contracted to execute works. The following was disclosed during the course of a hearing which was convened by the Contractor General:

"MR. D. HARRISON: Mr. Townsend, what area are you for?
MR. K. TOWNSEND: Westmoreland, Hanover.
MR. W. KERR: I was in St. James".⁵³

⁵² Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr. Page 70.

⁵³ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr. Page 76.



Specific issues were identified by the OCG as it relates to the manner in which some aspects of the works were executed and were brought to the attention of the representatives of YP Seaton & Associates Ltd. when they appeared before the Contractor General. In particular, it was highlighted that during the OCG's verification exercise, it was observed that debris was burnt and/or left on the road and not carted away, which contravened the requirements outlined in the BQ. In this regard, the following was stated:

"MR. D. HARRISON:	Okay. Did you have
	anything in place, either
	Mr. Kerr or Mr.
	Townsend, in terms of
	when debris will be
	picked up, because when
	we visited the scene, as,
	I think, you know our
	officers have been out
	there.
MR. W. KERR:	Yes, yes.
MR. D. HARRISON:	We recognized that for
	days sometimes nothing
	is being picked up. Was
	there any arrangement
	with the subcontractors,
	and, I think, we can
	agree that there were
	subcontractors or the
	labourers that the thing
	would be picked up the
	next day, the day after.
	Was there anything in

Office of the Contractor General Page **108** of **485**



place, Mr. Kerr? MR. W. KERR: No, we clean today, put the stuff one side of the road, because it is a busy carriageway and the next day we remove all, never leave nothing behind. Only what left to be done now. MR. D. HARRISON: Okay. Just to share another example in terms of what we had seen also, this is for Westmoreland now, before I shared with you -well, also Westmoreland, we also have in that area Scott Cove Smithfield to Bridge, burning debris, Bartlett River to Negril, burning. MR. K. TOWNSEND: I honestly can't speak to that, Negril, Negril. MR. D. HARRISON: Because the name of the road is Bartlett River to Negril, was supposed to be 18000 metres in the BQ, up to

the -- in November some

Ministry of Economic Growth and Job Creation National Works Agency



observations of burning. MR. K. TOWNSEND: In November, we don't know about that, sir."⁵⁴

. . .

"MR. D. HARRISON: For the Hanover, Lucea -- sorry, the Hanover, Westmoreland, St. James, the approved dump sites, are they being utilized? MR. K. TOWNSEND: Yes."⁵⁵

In relation to the implementation of the works outlined in the BQ, there have been cases reported by various contractors of variations being effected "*on the ground*". The Supervisors employed to YP Seaton and Associates Ltd. have indicated that only the works as outlined in the BQ were executed by them with the result that there were no variations. The following representations were made:

"MR. D. HARRISON:	So, is only the Bill of
	Quantity Mr. Kerr, is only
	what is in the Bill of Quantity
	that you have been doing?
MR. W. KERR:	Yes, sir, that's what I do, sir.
MR. D. HARRISON:	Okay. So, Mr.
	Townsend, the same thing for
	those, your two areas, there
	have been no variations to the

⁵⁴ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr. YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr -Page 57-58.

Office of the Contractor General Page **110** of **485**

⁵⁵ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr. YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr .Page 72.



	extent that what is in the Bill
	of Quantities has not been
	done, but yourself and the
	N.W.A. Rep. have agreed that
	I am doing another area,
	because part of the complaint
	has been, that we have
	received, especially St. James,
	coming back at least from the
	N.W.A. Rep. is that and they
	put it squarely to the Y.P.
	Seaton contract area, is that
	the subcontractors are not
	doing what is on the Bill of
	Quantities, they chose were
	[sic] they want to cut.
MR. W. KERR:	That can't work with me
	personally.
MR. K. TOWNSEND:	That is not what happened in
	Westmoreland and Hanover.
	We went out with the N.W.A.
	and they showed us and we
	mark off, spray paint the area
	to be bushed, the drains to be
	cleaned.
MR. W. KERR:	And culvert also.
MR. K. TOWNSEND:	We don't have that problem
	there.
MR. Y. P. SEATON:	As a matter of fact, my

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **111** of **485**

June 2017



in particularly for Hanover is that when you look at the BQ, we went done [sic] there with the intention of doing the work according to the BQ, but the N.W.A. representative down there say no they have instructions to change it to do patching and that and we might probably look at our submission here, is only \$6 or \$8 million out of that \$23 million done was or whatever, you will see it on, I don't know. Okay. Any variations to the "MR. D. HARRISON: 59 million? MR. Y. P. SEATON: Not that I know of at the moment, sir... "56

By way of a requisition dated January 16, 2017, the OCG requested that YP Seaton & Associates Ltd. *"list all areas where works are currently ongoing or outstanding and provide the projected timeline for the completion of these works..."*⁵⁷ In the foregoing regard Mr. Seaton stated that:

Office of the Contractor General Page **112** of **485**

June 2017

⁵⁶ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr. YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr –Pages 75-77, 89.

⁵⁷ OCG requisition dated January 16, 2017 directed to Mr. YP Seaton. Question 5.



"The Client has changed the scope and areas of the work, and we are awaiting final written instructions from NWA"⁵⁸

Given the use of sub-contractors in majority of the instances, Y.P. Seaton and Associates Ltd., being the main contractor, was essentially unaware of the labourers engaged and who actually, executed the works and the amounts paid to them. The following extract of the Transcript of a hearing convened by the Contractor General is instructive:

"MR. D HARRISON:	I think we readily agree, and a problem that we have seen, is that you really don't know who
	everybody is who has done work.
MR. W. KERR:	True.
MR. K. TOWNSEND:	Well, in my areas, I give
	you an example for a road
	that I did in Hanover, Old
	Pen to Haughton Grove.
	We asked some we hired
	some equipment and the
	people there is a
	community person, he got
	the few labourers that we

⁵⁸ YP Seaton and Associates Co Ltd.'s response dated February 8, 2017, to the OCG's requisition dated January 16, 2017.

Office of the Contractor General Page **113** of **485**



It was also disclosed to the OCG that in some instances labourers were also randomly hired to carry out the bushing work:

"MR. D. HARRISON:	You are the person who
	deals with the selection of
	the persons?
MR. K. TOWNSEND:	No, no, no.
MR. D. HARRISON:	So, who deal with the
	actual selection in
	Hanover and in
	Westmoreland?
MR. K. TOWNSEND:	Some people came and
	asked for work and we just
	hire them on the spot." ⁶⁰

Additionally, it was disclosed that in other instances, persons were hired who then hired the labourers to execute the works:

"MR. K. TOWNSEND: We have the names, the persons that I personally employed, I have those names, the persons that, for instance, you will see a name, Mr. Cleveland Kerr, on one of the list there, he hired most of the people.

⁵⁹ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr -Page 78-79.

⁶⁰ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr -Page 80.



MR. D. HARRISON: I don't have anything beside his name, just have cheque number, cheque date and purpose, there is nothing beside his name.
MR. Y. P. SEATON: That we will get for you.
MR. K. TOWNSEND: He hired the rest of people to do the work and I monitor and follow that they doing the work accordingly".⁶¹

Execution of the Contract by Asphaltic Concrete Enterprise Limited and General Paving Company Limited

As was stated previously, Asphaltic Concrete Enterprise Limited and General Paving Company Limited share the same Directors and Shareholders. A review of the documentation obtained from the Companies Office of Jamaica indicates, *inter alia*, the following:

General Paving Company Limited has listed as its Directors the following individuals:

- Stanley Gordon
- Raymond Gordon
- Patrick Gordon
- Nicholas Gordon
- Andre Gordon

⁶¹ Transcript of Hearing convened by the Contractor General on January 5, 2017 with Mr YP Seaton, Mr. Kenneth Townsend and Mr. Wilford Kerr -Page 81.

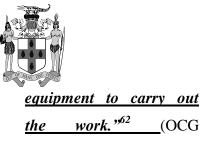


As it relates to Asphaltic Concrete Enterprise Limited, no Directors were listed, however, the search showed that the entity's 'Business Name' in full is "Asphaltic Concrete/ General Paving OFID Joint Venture". Additionally, both companies have the same Registered Address of 701-703, Spanish Town Road, Hagley Park, Kingston 11, Saint Andrew.

Having regard to the foregoing, a unilateral approach was taken to examine Mr. Patrick Gordon and Mr. Nicholas Gordon, who are owners and Directors of both companies, during the course of hearings convened by the OCG.

In particular, in relation to the manner in which the works were executed, the OCG was advised that both companies utilised sub-contractors. During an OCG hearing convened on December 20, 2016, Mr. Patrick Gordon and Mr. Nicholas Gordon were examined under oath. In relation to the sub-contracting of works, the following was stated:

"MR. D. HARRISON:	The work that has been
	carried out so far in
	respect of the location and
	in respect of both
	contracts, the workers that
	did the work, how were
	those workers identified,
	the labourers, how were
	they identified?
MR. P. GORDON:	<u>We</u> subcontracted the
	works to subcontractors
	<u>known in the area, and</u>
	they procured the
	<u>necessary unskilled or</u>
	<u>skilled labourers and</u>



(OCG

Emphasis)

In relation to the process utilized to select the sub-contractors, the OCG was advised that the subcontractors in Portland were recommended by the Member of Parliament the Hon. Daryl Vaz. The sub-contractors recommended and selected were Chin's Construction and Miller's Construction. In the forgoing regard, the following was indicated by Mr. Patrick Gordon:

> "MR. D. HARRISON: ... what process was utilized to let the persons be subcontractors? MR. P. GORDON: Some we knew before, had worked with before, and some was recommended to us through a protocol that we used when we go into certain constituencies or divisions. MR. D. HARRISON: Now, let's use the protocol in Portland. The protocol, as I understand it, you make contact with the Member of Parliament? MR. P. GORDON: We make contact with the representative, the official representative of the people

⁶² Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr. Patrick Gordon and Mr. Nicholas Gordon. Page 80.

Office of the Contractor General Page 117 of 485



...

"MR. D. HARRISON:	Portland, with whom was
	<u>contact made?</u>
MR. P. GORDON:	<u>The Member of Parliament.</u>
MR. D. HARRISON:	<u>The name of the Member of</u>
	Parliament?
MR. P. GORDON:	<u>Daryl Vaz.</u>
MR. D. HARRISON:	So you made contact with
	him with a view to in
	furtherance of this protocol,
	you made contact with him
	for him to select the
	labourers?
MR. P. GORDON:	<u>No, for him to recommend</u>
	the subcontractors who
	would then carry out the
	work.
MR. D. HARRISON:	Did he so do?
MR. P. GORDON:	<u>Yes.</u>
MR. D. HARRISON:	Was it done in writing?
MR. P. GORDON:	<u>No</u> .
MR. D. HARRISON:	<u>Verbally?</u>
MR. P. GORDON:	<u>Yes.</u>
 MR. D. HARRISON:	What are the names of the
	persons, who are the persons
	persons, who are me persons

he gave you?



MR. P. GORDON:

<u>Chin's Construction and</u> <u>Miller's Construction.</u>"⁶³ (OCG Emphasis)

Additionally, Mr. Patrick Gordon also indicated that as far as he was aware the sub-contractors were already advised of the scope of works when he called them and that he provided no specific instructions or details to them in relation to the works which were to be executed.

"MR. D. HARRISON:	You contacted both Miller's
	and you contacted Chin's?
MR. P. GORDON:	Yes.
MR. D. HARRISON:	Did you tell them how many
	persons you needed to work,
	or you left it up to them?
MR. P. GORDON:	No, no, never told him
	anything. Never gave him
	instructions as to how many.
MR. D. HARRISON:	Did you tell them when you
	needed the people and
	where?
MR. P. GORDON:	The BQ– [My supervisor]
	did that.
MR. P. GORDON:	All these guys know what
	bushing and drain cleaning
	is, so in terms of issuing
MR. D. HARRISON:	When you saying guys, you

⁶³ Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr. Patrick Gordon and Mr. Nicholas Gordon .Page 80- 83.

Office of the Contractor General Page **119** of **485**



MR. P. GORDON:

mean Miller's and Chin's? Yes, this is stuff that we have done before. So the issue of me issuing specific instructions at that time, no, I never had to do that, once I explained what it was and we were in touch with them, they knew exactly what it is, they just needed to have the Bill of Quantity."⁶⁴

Mr. Patrick Gordon also stated that supervisors employed to Asphaltic Concrete Enterprise Ltd. were assigned to supervise the ongoing works which were being executed by the sub-contractors in Portland. The following was stated:

"MR. P. GORDON: Well, I told my supervisor to supervise the work, when the workers are finished, together with the National Works Agency's Inspector, Regional Officer, whoever assess the work, measure the work and get the numbers to us so that we can make up the bills, not only bills for us to pay, but to pay the

⁶⁴ Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr. Patrick Gordon and Mr. Nicholas Gordon- Page 85-87.

Office of the Contractor General Page **120** of **485**



The OCG was advised by Mr. Patrick Gordon that orders for variation were also received on the ground from the NWA representatives and that no formal communication regarding same was received. In this regard, the OCG was advised that the measurement, inclusive of the variations, were done by the NWA representative and provided to them and later formed part of the Bill submitted to the NWA for payment. Mr. Gordon stated, *inter alia*, as follows:

"MR. D. HARRISON:	How a variation or
	something could
	happen where there
	could be a change in
	terms of scope or
	variation in respect
	to Kingston,
	particularly Kingston,
	some items which are
	not in the Bill of
	Quantities work has
	been done in some of
	these areas which are
	not stated specifically
	in the Bill of
	Quantities?
MR. P. GORDON:	Yes, sir, that is true.
MR. D. HARRISON:	And these areas where
	work has been done,

⁶⁵ Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr. Patrick Gordon and Mr. Nicholas Gordon. Page 84.

Office of the Contractor General Page **121** of **485**



which are not in the Bill of Quantities, what is the basis upon which work has been undertaken in these areas? Instructions of the N.W.A. "66

The OCG has attached at Appendix 4 a document outlining the Sub-contractors engaged by General Paving Company Limited and Asphaltic Concrete Enterprise:

Execution of the Contract by Build-Rite Construction Company Limited

MR. P. GORDON:

Build-Rite Construction Company Limited was contracted to execute bushing and drain cleaning works in the parishes of Clarendon, Manchester and St. Elizabeth.

Subsequent to the award of the contract to Build-Rite Construction Limited on November 18, 2016, the OCG by way of a requisition dated November 22, 2016, requested that Mr. Owen Campbell, Manager Director of the referenced company provide "*Particulars of schedule of works for the implementation of the said contract*"⁶⁷ and to confirm whether "…*sub-contracting will be undertaken*…"⁶⁸ In response to the foregoing, Mr. Campbell by way of a letter dated November 29, 2016, to the OCG indicated, *inter alia*, as follows:

⁶⁶ Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr. Patrick Gordon and Mr. Nicholas Gordon Page 96-97.

⁶⁷ OCG requisition dated November 22, 2016 to Mr. Owen Campbell, Managing Director, Build Rite Construction Limited. Question 9.

⁶⁸ OCG requisition dated November 22, 2016 to Mr. Owen Campbell, Managing Director, Build Rite Construction Limited. Question 10.



"No schedule or programme required under the contract. <u>Works is carried out by direct labour. No</u> <u>sub-contracting will be undertaken</u>."⁶⁹ (OCG Emphasis)

Mr. Owen Campbell also indicated in his November 29, 2016, response that the persons employed to manage and supervise the project were:

"Owen Campbell-	- Managing Dire	ector
Paul Rodney	Project Mana	iger/supervisor
	(Manchester	and St
	Elizabeth)	
Everald Co	arnegie-Project	Supervisor
(Clarendon)" ⁷⁰		

Having reviewed the foregoing responses from Mr. Campbell and taking into consideration the fact that Mr. Campbell indicated that no sub-contractors would be engaged in the execution of the contract, the Contractor General made contact with Mr. Campbell to clarify the responses which were provided.

In the foregoing regard and by way of a letter dated December 19, 2016, addressed to the Contractor General, Mr. Campbell indicated, *inter alia*, as follows:

<u>"Re: Award of Contract for Drain Cleaning and</u> <u>Bushing-National Works Agency</u> Reference is made to our conversation (Campbell/Harrison) on December 15, 2016 and

⁶⁹ Mr. Owen Campbell's November 29, 2016 response to the OCG's requisition. Responses 9-10.

⁷⁰ Mr. Owen Campbell's November 29, 2016 response to the OCG's requisition. Response 11.



your request for information regarding the captioned.

For clarity we hereby set out the procedure regarding engagement of labour and the reasons. It must also be noted that the project was ongoing at the time of receipt of your letter dated November 15, 2016 and works were less than 25% complete.

The employment procedure entails the usual contacting of MPs and/or Caretakers for direct labour and identifying the road sections and works concerned. They also provide on our request group leaders/facilitators for facilitating payments, mostly if not all cash to workers. Build Rite's project managers manage the quality of works by inspection and verbal instructions as to necessary corrections. The works are jointly verified with the NWA.

We have set out below the requested information which shows details of payments already made, payments to be made next period and works carried out in house and by sub-contractors (drains).

Payments already made

MAE Construction Co ltd – Manchester –(Advance) \$7Million –Ch.# 1943688-NCB 26/11/16 C&C Construction Co. Ltd-Clarendon SE/NCen. (Advance) \$3Million Ch#1944003 26/11/16 Payments to be made

...

Office of the Contractor General Page **124** of **485**



- Glenroy Williams-N/Clarendon)-Works in our invoice for this region...
- C&C Construction-Cld-NCen, and SE- As above (Mr. C. Brodrick)...
- KQ Construction-Cld-Cen and SE- as above Mr. Keith Osbourne...
- Mae construction Manchester As above Mr. Michael Evans...
- Conroy Brown-Cld NW As above
- Krishan James St. Eliz SW As above
- Andrew Morris St. Eliz NW/NE As above
- Clinton Samuels ditto
- Kemar Powell St. Eliz SE As above. "71 (OCG Emphasis)

In addition to the above mentioned sub-contractors, Mr. Campbell by way of a letter dated January 5, 2017, which was presented to the Contractor General during a hearing held on the said date, provided the names of additional persons who worked on the project. The persons are listed as follows:

"Garnet Green-NW Clarendon –Bushing Kenneth Davis –Central Clarendon- Bushing Peter Williams- SE Clarendon (Sub Contractor-Drains) Fay Chin-Central Clarendon (Bushing & Drains) Nadine Mambeen-SW Clarendon –Bushing Norado Roberts-North Clarendon-Bushing

⁷¹ Letter dated December 19, 2016, to Mr. Dirk Harrison, Contractor General from Mr. Owen Campbell, Managing Director, Build-Rite Construction Company Limited.



Anthony Oconner - North Clarendon-Bushing All other works are being Completed in House^{"72}

Further, Mr. Campbell during his appearance before the Contractor General on January 5, 2017, provided clarification regarding the lists which were provided by him on January 5, 2017 and December 19, 2016, the following questions and responses were provided:

"[OCG Officer]:	Mr. Campbell, just to
	confirm the names
	indicated on this letter,
	they are facilitators or are
	they subcontractors?
MR. O. CAMPBELL:	Both.
[OCG Officer]:	Both. Are you able to
	indicate who holds what
	position?
MR. O. CAMPBELL:	Notice there, wherever it
	differs from a facilitator, I
	use the word
	'subcontractor', that is why
	as you say I separated
	Peter Williams
	There are persons who on
	your previous list engaged
	in both activities. Some
	people are established
	contractors, but they

⁷² Letter dated January 5, 2017 which was addressed to the OCG from Mr. Owen Campbell, Managing Director, Build-Rite Construction Company Limited.

Office of the Contractor General Page **126** of **485**



	still like 'C and C', is an
	established contractor in
	Clarendon, but he
	facilitates payment to
	many constituency.
[OCG Officer]:	So, then, Mr. Campbell,
	where you have indicated
	beside the person's name
	just bushing, that person
MR. O. CAMPBELL:	Facilitates payment for
	bushing.
[OCG Officer]:	Facilitates payment?
MR. O. CAMPBELL:	Yes.
[OCG Officer]:	Okay, thank you." ⁷³

The following was also outlined by Mr. Campbell during the OCG hearing held on January 5, 2017 in relation to the manner in which the works were executed in the different constituencies:

⁷³ Transcript of OCG Hearing dated January 5, 2017, with Mr. Owen Campbell.(pg9)

Office of the Contractor General Page **127** of **485**



<u>took place.</u>

- Q. Who were the Members of Parliament that you made contact with?
- A. <u>Dalley.</u>
- Q. <u>Horace Dalley</u>.
- Α.

Mike Henry, J.C. Hutchinson and these are in reference to where works were and areas where works were not varied. There are areas that there were work there and those works were varied to other drain areas based on people not being available to work. So, I contacted like Dalley, Mike Henry, **Spencer**

J.C. Hutchinson, Witter, all the M.P.s in my area where there were works in the contract to be done. I think the other works where the M.P.'s that weren't consulted, I think, those works were varied,

...



...

in variation...

- Q. ...Are there any more persons for these three parishes?
- A. I have had discussions with other Members of Parliament, but no works were in their area to be done, the works were varied. Like Arscott I had discussions with him, but the works in those areas were varied.

Q.

And you would agree, as the N.W.A. has reported, we ourselves, meaning the O.C.G., has observed out in the field, there are some areas where variations have been done, meaning to the -- in respect of the BQ it says 'X', but variations have occurred, because you have done work in other areas, but it had been agreed with the N.W.A. before you had done the work, agreed?

Office of the Contractor General Page **129** of **485**



Α.

Agreed.

Q.

Okay. Now. the discussions that you have had with the Members of Parliament, it is in keeping with this long time tradition that when work is being done of this nature, and when I say of this nature, a mean, bushing, things like bushing, there i<u>s a</u> tradition, long standing tradition, that the contractor is expected to make contact with the Me<u>mber of Parliament</u> and have a discussion to allow the Member of Parliament to select the persons, that is what you referring to? Yeah, yeah, however, in

this case, though, the time

was pretty short and some

people probably weren't available and in some

from

my

not

Α.

Ministry of Economic Growth and Job Creation National Works Agency

Office of the Contractor General Page 130 of 485

cases,

understanding,



necessarily relating to me, there were contractors who were told to channel their efforts through another Member of Parliament or another Minister who would consult the other, in some areas, not in relation to mine.

• • • Q. Is there any such persons in your Manchester, St. Elizabeth, that any...? Α. **One such instruction was** given, but based on my relationship with like Arscott, Dalley and the other people, that didn't relate to me. Q. What instruction you referring to, what <u>instruction?</u> Α. No, I am saying that I was told that like Mr. Henry would be able to make contact with the M.P.s in Clarendon, but I am from Clarendon, so

Office of the Contractor General Page **131** of **485**



Q.

Α.

Q.

Α.

when that was told to me
<u>I said no, I will contact</u>
them, because I am from
<u>Clarendon.</u>
So, how was that passed
<u>on to you, though, that</u>
<u>Mr. Henry could make</u>
<u>contact?</u>
Based on the time limit,
in terms of the project, in
discussion with, like the
<u>Minister.</u>
<u>No, what I am getting at,</u>
particularly, and I thank
<u>you for your</u>
<u>forthrightness,</u>
<u>Mr. Campbell, I really</u>
<u>thank you for</u>
<u>it. But I just I think</u>
<u>we just want to call a</u>
<u>spade, a spade. I just</u>
want to know for this
particular case, is there a
<u>Minister who said</u>
<u>Mr. Mike Henry is the</u>
person who should be
contacted?
<u>No, no, no, not in that</u>
way, not in that way.

Office of the Contractor General Page **132** of **485**



Q.	<u>Okay.</u>
А.	<u>Not in that way, it is</u>
	<u>more from a not like</u>
	<u>you have said it.</u>
Q.	<u>Okay. Tell me what way</u>
	<u>it is?</u>
А.	<u>I had explained it earlier.</u>
Q.	<u>I didn't really</u>
	<u>understand it.</u>
А.	No, I am saying the
	<u>Minister in charge</u>
Q.	And I am trying
А.	made a suggestion
	that in case you have a
	problem finding the
	<u>M.P.s in Clarendon, you</u>
	could make contact with
	<u>Minister Henry.</u>
Q.	And who is the Minister?
А.	<u>Nuh Minister</u>
	Warmington
	You know that. You
	<u>already know that is</u>
	<u>Mr. Warmington is the</u>
	Minister. Remember the
	<u>thing is like you are</u>
	mobilizing to get this vast
	<u>amount of work done in</u>
	<u>three days, sometimes,</u>



nuh, people can vou meet people elsewhere in terms of where the Member of Parliament meet and make contact outside. Q. <u>You mean like rum</u> <u>shop?</u> Α. And other shops, yeah. But as I said, in Clarendon and the other areas I am used to with working these people, **Henry SO** wouldn't have a problem or anybody for me to make contact with them, so I did. . . . [OCG Officer]: Is that the same for <u>Manchester?</u> MR. O. CAMPBELL: Say that again? [OCG Officer]: Is that the same for Manchester, in terms of <u>you were advised to</u> contact Mr. Henry for Clarendon? MR. O. CAMPBELL: No, no, no, for Clarendon; I have no

Office of the Contractor General Page **134** of **485**



	ALL OF THE
-	such instructions for
	<u>Manchester, no such</u>
	suggestion.
[OCG Officer]:	Okay. And, what about
	<u>St. Elizabeth?</u>
MR. O. CAMPBELL:	Same.
[OCG Officer]:	<u>You had no such</u>
	instructions?
MR. O. CAMPBELL:	No such
	instructions"
[OCG Officer]:	<u>Also the selection of the</u>
	persons who actually
	<u>did the work in the</u>
	<u>parishes in respect of</u>
	the long-standing
	<u>tradition that exist in</u>
	<u>respect of liaising with</u>
	the Members of
	<u>Parliament for</u>
	<u>Manchester, did you</u>
	contact anybody
	personally in
	<u>Manchester, a Member</u>
	<u>of Parliament in respect</u>
	of work there?
А.	Yes.
Q.	<u>Which Member of</u>

Office of the Contractor General Page **135** of **485**



Con Contraction	e e e e e e e e e e e e e e e e e e e
	Parliament was that?
<i>A</i> .	<u>I spoke to Shaw.</u>
Q.	Mr. Audley Shaw.
	<u>And you spoke to him</u>
	personally?
А.	Yes. 'Cause most of
	<u>the work done in</u>
	<u>Manchester were</u>
	<u>done in that area; the</u>
	<u>other people didn't</u>
	<u>come out to work, so</u>
	most of the work was
	<u>varied.</u>
Q.	<u>So you left it up to</u>
	<u>him to select the</u>
	persons?
А.	<u>No, man, he runs an</u>
	<u>area, he is a Member</u>
	<u>of Parliament for a</u>
	section of
	<u>Manchester.</u>
Q.	<u>So, what was</u>
Α.	<u>So, I am referring to</u>
	works in that section.
Q.	And for works for the
	particular section
	where Mr. Audley
	<u>Shaw is Member of</u>
	<u>Parliament, you had</u>



Α.

Q.

Α.

a discussion with him and you left it up to him to select the persons who would work? Yeah. In terms of the persons who were paid, how did you know who to pay and how much? <u>I used the liaison</u> officer, the liaison officer or facilitator that he recommended. It is a contractor that I know and I have <u>worked with before</u> on many occasions, Construction. He did all the payments in **Manchester** regarding bushing. He facilitated all such payments.

Q.

So he facilitated the

Office of the Contractor General Page **137** of **485**



Α.

Q. A.

> Q. A.

> *Q*.

payments. Now, how
did you tie into the
facilitation, because
<i>M&E</i> [sic] <i>facilitated</i>
the payments, all the
payments in
Manchester?
How did I tie into it?
Yes?
The N.W.A. verifies
the work and when
N.W.A. tells me that a
million dollars worth
of work is done.
Then man you?
They pay you?
Yeah, I make the
Yeah, I make the
Yeah, I make the payment. When they
Yeah, I make the payment. When they verify; the key is the
Yeah, I make the payment. When they verify; the key is the verification, not so
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment,
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by the N.W.A., then the
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by the N.W.A., then the facilitator moves to
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by the N.W.A., then the facilitator moves to payment.
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by the N.W.A., then the facilitator moves to payment. I am just trying to
Yeah, I make the payment. When they verify; the key is the verification, not so much the payment, but once it is verified to be completed by the N.W.A., then the facilitator moves to payment. I am just trying to create a little family

Office of the Contractor General Page **138** of **485**



	OF OF MANY ON POPUL
Α.	I don't know one of
	the persons who bush
	any road.
<i>Q</i> .	<u>Okay, good.</u>
Α.	<u>As usual I don't ever</u>
	<u>know anybody who</u>
	<u>bush a road on any</u>
	contract that has been
	<u>done before.</u>
Q.	The N.W.A. verify the
	work, they contact you
	officially to say the
	work is verified?
Α.	<u>We are in dialogue</u>
	<u>with my managers,</u>
	<u>'cause I have a parish</u>
	person that goes along
	with the N.W.A. to
	<u>verify</u> and, I think,
	<u>someone from your</u>
	<u>side most times is</u>
	<u>always there, when</u>
	<u>that verification is</u>
	<u>done, then I am in a</u>
	position to conclude
	<u>payment.</u>
Q.	<u>They send you a</u>
	document to say they
	<u>verify that one dollar</u>

Office of the Contractor General Page **139** of **485**



Α.

Q. A.

Q. A.

Q.

Α.

Q.

~ ~	
	<u>worth of work is</u>
	<u>done?</u>
	<u>Yes, yes, I would be</u>
	<u>emailed a document</u>
	<u>sometimes with a</u>
	percentage and the
	<u>name of the job and</u>
	what is the percentage
	<u>completion and I</u>
	would verify that with
	my guy in the parish
	<u>that it is so, and then I</u>
	<u>disburse to the</u>
	<u>facilitators.</u>
	<u>Okay.</u>
	<u>Who will pay or rob or</u>
	<u>anything.</u>
	<u>Thank you.</u>
	<u>It happens.</u>
	And it has
	happened?
	In some cases and not
	particularly in this
	<u>case, maybe in this</u>
	<u>case too.</u>
	Having known that it is
	a dollar worth of work,
	you then transmit the

Office of the Contractor General Page **140** of **485**



Q.

Α.

Q.

Α.

money to M&E[sic] either by way of a wire transfer or by way of cash?

A. Cash or whatever.

So, in this case you have done either cash to M&E[sic] , wire transfer or cheque?

- In this case it is just cheque, no cash.
 - Some other persons in this case have done wire transfers. Cheque. So the cheque now, the name as to who the cheque should be made out to, the facilitator's name has been passed on to you by the Member of Parliament?
- Yeah.
- Q. And he has done this by way of email or over the phone? A. Phone, man, nothing
 - in writing.
- *Q. Nothing in writing?*



Α.

Q.

Α.

Q.

No.
I am not surprised.
No, you nuh, we work
with these people many
times a year, so I could
even go to M&E[sic]
without calling the
Member of Parliament
and it would be okay.
The problem that I
have and I am sure it
is not a problem, but
the concern is that
when we talking 'bout
\$129 million minus
9.5, the retention
money, I would expect
that there would be
some record of
everything and not
necessarily over the
phone.

A. No, man, it just look plenty, but it is a lot of bushing scattered all over the place.
Q. You mean the money nuh plenty?
A. Yeah, it is plenty, but it

Office of the Contractor General Page **142** of **485**



is a lot of work scattered all over the place.

Q.

What I am asking now is that the cheque, the cheque is paid to M&E[sic] ?

Yes.

...

Q.

Α.

Now, let's go back to, you started to give me information in terms of the verification. You get an amount to be paid, what process have you instituted or you have utilized to ensure that the amounts to be paid is actually the amounts to be paid?

Α.

You see, because at the early stage you tek up this thing, I deal with it myself. All cheques, all accounts relating to this program are handled by me. I would send my person

Office of the Contractor General Page **143** of **485**



OUT MINT ON	
	to verify that what the
	N.W.A. has verified is
	so and also ensure that
	the Parish Manager
	send this quantity to
	his accounts
	department and when
	that is done, then I
	disburse based on the
	value of work I intend
	to pay out to the payee.
Q.	You would agree that
	the is about
	J\$102.00 per metre
	that is on the BQ?
А.	Yeah.
Q.	In terms of the work
	that you have given to,
	that you pay out?
А.	Yeah." ⁷⁴
	(OCG Emphasis)

Having regard to the observations noted during the OCG verification exercise which had been conducted, the following questions were put to Mr. Owen Campbell during the referenced hearing:

"[OCG Officer]:

Mr. Campbell, just

Office of the Contractor General Page **144** of **485**

⁷⁴ Transcript of hearing held on January 5, 2017 involving Mr. Owen Campbell. Pages 9-35.



	quickly, could you tell
	me the name of your
	Parish Manager for
	each of these parishes?
MR. O. CAMPBELL:	My manager or the
	N.W.A.'s manager?
[OCG Officer]:	Well
MR. O. CAMPBELL:	Mr. Paul Rodney for
	me, is the person that
	looked after
	Manchester and
	St. Elizabeth. Paul
	Rodney.
[OCG Officer]:	And Clarendon?
MR. O. CAMPBELL:	Everald Carnegie.
Q.	<u>The allegations that</u>
	<u>we got, that was one</u>
	of the allegations that
	<u>we received in respect</u>
	of what was
	<u>of what was</u> happening as it relates
	happening as it relates
	happening as it relates to the implementation
	happening as it relates to the implementation of the project. As you
	happening as it relates to the implementation of the project. As you indicated, quite
	happening as it relates to the implementation of the project. As you indicated, quite frankly, you have had

Office of the Contractor General Page 145 of 485



done properly, and, secondly, based on the levy that has been <u>imposed</u> by the N.W.A. you have also had to address some areas of concern. addressing We are them. We have seen, in terms of our own observations that in some areas the debris has been left. In some areas debris have been thrown over precipice and in some areas debris has been burnt, can you comment on any of those matters? <u>I have no problem</u> with throwing debris over precipice. But is that what you are -- has that been... Once the precipice is not hazardous to anybody, but in terms of, there are debris

Q.

Α.

Q.

Α.

Α.

Office of the Contractor General Page **146** of **485**



that have been left on the road and as I said we are addressing it. We have done the levy and we are some way through addressing those. As to the burning, we instruct nobody to burn, people will burn, it happens. You give a lazy man some bushing and him feel like him just light it, we cannot stop him. Have you signed any contract with any subcontractor? No. By the arrangement with *M&E*[sic], is there any payment arrangement or any verbal agreement between you and them terms of the in payment and what is being done as facilitator?

Office of the Contractor General Page **147** of **485**

Q.

Α.

Q.



Α.

Q.

Α.

That is his concern, him and the MP. The MP have him to facilitate, so we carry out that instruction based on the norm, as I said before. Okay. So, there is no arrangement, and even some of subcontractors, like for example, Peter Williams, he is a drain subcontractor, he has excavators, so he was doing subcontracts to do a of number drain cleaning exercise, verbally, no contract, quite normal for us to employ subcontractors verbal by just agreement. You have advised

Q.

You have advised N.W.A. in writing that these persons have been assigned as

Office of the Contractor General Page **148** of **485**



subcontractors?

А.	If I have told the
	N.W.A.?
Q.	That you assign them,
	because I think you
	know, you are well
	aware that any
	assignment
А.	<u>We just use the word</u>
	'subcontracting', let's
	say it is loosely used
	then in terms of how
	<u>we use it.</u>
Q.	<u>I was just asking if</u>
	<u>you are aware of the</u>
	<u>rule that in terms of</u>
	assigning a
	subcontractor, the
	<u>main contractor is</u>
	<u>obliged to advise the</u>
	<u>N.W.A. of that?</u>
А.	<u>That is why I say the</u>
	<u>term is used loosely as</u>
	<u>a subcontractor.</u>
Q.	But even what you
	want to call it,
	anything you want to
	call it, you call the
	apple a pear or you



Α.

Q.

Α.

call the apple a cherry, you know it is still an apple, because subcontracting is subcontracting. No, man, in actual fact it depends on the type of work and all of that. To give a man a drain to clean there is no contract that I have ever done that certain level of -- like mean, isn't a a carpenter a subcontractor? Yes, that is why... So when I get a <u>building to build I</u> don't call the N.W.A. <u>and</u> tell them that -- get approval to use a carpenter, me employ just a carpenter or a mason they and are subcontractors. That is why I say the term <u>sometimes is</u> used

Office of the Contractor General Page **150** of **485**



Q.

Α.

Q. A.

loosely in terms of
<u>that.</u>
Like Faith[sic] Chin,
<u>Central Clarendon?</u>
<u>Faith[sic] Chin is a</u>
<u>facilitator.</u>
Not heavy equipment?
<u>No, nothing to do with</u>
<u>heavy equipment, just</u>
some bushing to help
<u>to pay some people</u>
and somebody who
<u>can change over a</u>
million dollar cheque,
cause the problems
you have with
bushing, why
facilitators are
necessary, as I said,
one man I gave him a
cheque for nearly
\$3 million and I have
to be finding him
meeting him at the
road, to pick up the
cheque that Mr.
<u>O'Connor can get</u>
some, because the
bank chase him out
Sann Chuse him out

Office of the Contractor General Page **151** of **485**



<u>and no, no, you can't</u> change cheque. You have to get it below a million dollars, you understand, the facilitator thing helps in terms of the people out there without ID, gunman, all kind of people out there, we have to get cash. This is for the, you know, your customer... They said that they have to have account in the bank and all that.",75 (OCG Emphasis)

Based upon the foregoing representations made by Mr. Campbell, the OCG wishes to highlight the following in relation to the execution of the works by Build-Rite Construction Company Ltd.:

 The works were executed with the assistance of Members of Parliament and/or Caretakers who were contacted in relation to the identification of direct labourers and the areas in which the works were to be executed. The Members of Parliament and Caretakers also provided the names of group leaders/facilitators to enable payments. Mr.

Q.

Α.

⁷⁵ Transcript of hearing held on January 5, 2017 involving Mr. Owen Campbell. Pages 36-45.



Campbell explained that some persons were not in possession of identification cards and would therefore be unable to encash cheques at the bank. In this regard, facilitators were utilized to cash cheques and disburse funds to the labourers. In relation to the works executed in Manchester, it was pointed out that the Hon. Audley Shaw, Member of Parliament, North Eastern Manchester, indicated the persons who were to be hired to execute the works.

It was also outlined that MAE Construction was recommended by Mr. Audley Shaw as a Facilitator/Liaison Officer for the works which were executed in his constituency.

- Mr. Campbell outlined that the discussions with Members of Parliament in relation to the works that were to be executed in their constituencies were in keeping with the long standing tradition of consulting with Members of Parliament to recommend/select persons to execute the works.
- 3. Mr. Campbell agreed that there were variations to the works in some areas which had been outlined in the Bill of Quantities.
- 4. Sub-contractors were also utilized to execute the works.
- Mr. Campbell advised the OCG that some sub-contractors engaged also acted as facilitators. The OCG has noted the names of three (3) construction entities submitted by Mr. Campbell. The companies are: C&C Construction, KQ Construction and MAE Construction.
- 6. The OCG was advised that the works were jointly verified by both Build-Rite Construction Company Ltd. and the NWA. Mr. Campbell explained that once the works were verified by the NWA, then he would make payments to the facilitators.



The OCG notes the following which was recorded during the OCG hearing held on January 5, 2017:

- "Q... The letter says: Dated the 5th of addressed January, to the Contractor General, Dirk Harrison. "Re: Award of contract for drain cleaning and bushing - N.W.A. In addition to the persons named in our letter to you, dated December 19, 2016, the following persons were also paid as indicated. Garnet Green, North West Clarendon, Kenneth Davis, Central bushing. Clarendon, bushing. Peter Williams, South East Clarendon, subcontracted for drains. Fay Chin, Central Clarendon, bushing and drains." Is that Chin's Construction?
- A. She is Fay Chin, of Chin's Construction.
- Q. "Nadine Mambeen."
- A. Mambeen.
- Q. "Mambeen, M-A-M-B-E-E-N, South West Clarendon, bushing. Norado Roberts, North Clarendon, bushing, Anthony O'Connor, North Clarendon, bushing. All other works are being completed in-house." And it is signed by you.



Α.	Yes.
Q.	Anthony O'Connor is which
	<u>company?</u>
Α.	<u>Not a company, a person.</u>
<i>Q</i> .	<u>That's a Councillor?</u>
Α.	<u>Yeah, yeah.</u>
Q.	Councillor for North Central?
Α.	<u>No, Councillor in upper</u>
	<u>Clarendon. People's National</u>
	Party Councillor for a division in
	<u>that area.</u>
Q.	This Councillor was recently?
Α.	<u>He was a Councillor before and I</u>
	think he was recently elected. But
	<u>don't take that to mean anything,</u>
	<u>enuh, he was just facilitating</u>
	payment to the people, as we both
	discussed on the telephone.
Α.	In our telephone conversation I had
	explained to you some of the
	methods that were used to pay
	people, so as not to get involved in a
	lot of cheques. In the previous
	letter that you got from us, there
	was a Glenroy Williams from that
	same constituency who is the person
	that pays the people on behalf of

Office of the Contractor General Page **155** of **485**



area. Now, when he was paid I think he had problems in terms of the bank encashing that amount to pay individuals, so, I think he called Mr. O'Connor and I think this guy, Norado, and I just pay these payments so that they could encash to assist him to pay them. So, that is how Mr. O'Connor...

- Q. Who is Norado?
- A. <u>One of - a person in that</u> <u>constituency. I was just explaining</u> <u>how Mr. O'Connor come to be</u> <u>involved, is not that he was</u> <u>subcontracted with any work.</u>
- Q. So it is not true when the P.N.P say that is only J.L.P get work?
- A. <u>In my case I don't know of that to</u> <u>be true.</u>
- Q. <u>No, what I mean is, you know for a</u> <u>fact that certain P.N.P. persons</u> <u>have gotten work from this</u> <u>program?</u>
- A. <u>But if you were to call Glenroy</u> <u>Williams and people like,</u> <u>O'Connor, they had worked in the</u> <u>area that I have done work.</u>
- Q. <u>Anyone else? Because don't think I</u> <u>am being facetious, but I just</u>



mention it because that is one of the <u>Terms of Reference, because the</u> <u>P.N.P.'s complaint is that</u> <u>only -- there is victimization and</u> <u>there is favouritism.</u>

- A. <u>Well, maybe, there was none in my</u> case.
- Q.
 Anybody else in terms of from the People's National Party that you know for a fact who were on here as facilitator, or who have done subcontracting?

 A.
 Well, some people I didn't really ask
 - A. <u>Well, some people I didn't really ask</u> <u>them their political persuasion in</u> <u>terms of -- in some cases.</u>"⁷⁶

The Role of the National Works Agency in the Implementation of the Contracts

The National Works Agency is the employer of all five (5) contractors in relation to the implementation of works under the Island-wide Mitigation (De-Bushing and Drain Cleaning) Programme. In this regard, the OCG enquired of the role of the NWA in relation to the selection of the contractors and the general implementation and execution of the contracts.

The NWA implemented the contract in accordance with the approval of the Cabinet of Jamaica. The NWA contracted five (5) contractors also named by the Cabinet to execute works in specific locations and for specific amounts. In this regard, the following extract of a transcript of a hearing held on December 20, 2016, is instructive:

⁷⁶ Transcript of hearing held on January 5, 2017 involving Mr. Owen Campbell. Pages 5-9.



"MR. D. HARRISON: ... has the N.W.A. played any role in terms of the selection of the contractors, whether by way of recommendations or straight out selection of any contractors for this \$600 million bushing and drain cleaning contract that has been signed with the four[sic] contractors?

MR. E. G. HUNTER: ... The N.W.A. is an Executive Agency under the Ministry of Economic Growth and Job Creation and our job, in respect of this particular exercise, is prescriptive in respect of the contract and our prerogatives are as laid down in the contracts... On receipt of the Cabinet's decision and examining the Cabinet's on decision...And the Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount, in specified location." 77

. . .

(OCG Emphasis)

Office of the Contractor General Page **158** of **485**

⁷⁷ Transcript of hearing convened by the Contractor General on December 20, 2016 with Mr. Everton G. Hunter. Pages 126-129.



It was noted by the OCG during its verification exercise that there were several variations to the scope of the contracts, specifically as it regards the locations where works were to be executed. This was also represented by the contractors who appeared before the Contractor General. In relation to the authority to vary the requirements in the Bill of Quantities (BQ), the NWA's CEO indicated as follows:

"Mr. E.G. Hunter: "...for the purpose of this contract I am the Owner and Mr. Downer is the Engineer, and it does allow for the Owner and the Engineer to be in the same employ. And as stated in the contract, the Engineer has unfettered authority to issue variations to the contract providing there is no dissent from the Owner."⁷⁸

In the foregoing regard, the OCG was advised by the contractors that variations were issued "*on the ground*" by the NWA representatives. Further, it was also stated that the instructions for the variations were verbally communicated:

"MR. E. G. HUNTER: ... The Cabinet decision that we got which spoke to the availability of funds and the contractors and the

Office of the Contractor General Page **159** of **485**

⁷⁸ Transcript of hearing convened by the Contractor General on December 20, 2016 with Mr. Everton G. Hunter. Page 131.



location to which I referred to earlier, came back at \$600 million, so there was a difference, we asked for 540 we got 600, okay.

Now, when we deduct our fees, 'cause we do this for a fee, my reason for doing all of this is that I get paid to do this, I am a hired-hand. So, we did up a fee and the net sum available for expenditure on the ground to cut grass was \$560 million. As I said before, what we had originally proposed was 540, so one of the first things that we had to do was up it. So here we have a difference between what we get and what we had asked for and we could have done one of two things, when we got the instructions to move forward, we could have taken the time to then go through and amend all the contracts before we issue, we chose not to. So we issued the contract in the original BQs and then we decided we

Office of the Contractor General Page **160** of **485**



(OCG Emphasis)

Additionally, the OCG notes that in some instances, the contractors also indicated that they verified the measurements and locations of the works with the NWA representatives. It was stated that these NWA measurements formed the basis for the Bills which were submitted. In this regard, the OCG highlights the following:

"MR. D. HARRISON:	All of the contractors who
	came today, seem to have
	been saying also
	that the well, two of
	them, that based on a joint
	measuring of works, the
	N.W.A. representative then
	send back to the Head
	Office and, I presume, and
	payments was the
	verification and the
	process to have payment
	made was done, whereas it
	is just the fourth payment
	now, that they have been
	invited to submit a claim.
MR. E. G. HUNTER:	<u>Well, again, as I</u>
	<u>explained, you can do it</u>
	one of two ways. You can
	wait on the contractor to

⁷⁹ Transcript of hearing convened by the Contractor General on December 20, 2016 with Mr Everton G. Hunter. Pages 134-135.

Office of the Contractor General Page **161** of **485**



invoice you and then you check his invoice, or we can measure as we go along, which we chose to do, but remember now that all payments made to a contractor are interim <u>interim</u> payments, certificate and as long as you consider them to be interim certificate you can make whatever adjustment you deem necessary before you do final account to these two-months contracts, and so based on the time left, last week, sometime in the middle of last week we considered that -we thought that -- the bushing is basically finished, we are doing the drain cleaning and there was variation where some of the money would be used for patching instead of continuing with the bushing and the drain

Office of the Contractor General Page **162** of **485**



cleaning. So at that stage we said, listen, let us start looking at the final certificate for the bushing and the drain cleaning. So what we asked them to do was to invoice us, for what it is that they claimed they have done, which we will then compare and contrast."80 (OCG Emphasis)

Having regard to the issue of sub-contracting, which was stated by all five (5) contractors to have been utilised in the execution of their respective contracts, it must be reiterated that Clause 4.4 of each contract specifically stipulate that the contractor should not sub-contract a part of or the whole of the contract without the NWA's permission. In this regard, the OCG sought to ascertain whether permission to sub-contract was granted by the NWA in accordance with the terms of the contract. Mr. Everton G. Hunter provided the following responses to questions posed by the Contractor General:

"Q. Mr. Taylor, as I mentioned, came here this morning from Construction Solutions, he outlined to us as I started off, that Minister Warmington called him and told him, he was very careful, he started by saying he was instructed and then he caught

Office of the Contractor General Page **163** of **485**

⁸⁰ Transcript of Hearing convened by the Contractor General on December 20, 2016 with Mr EG Hunter. Pages 217-219.



himself later on when I started questioning him to say it was a suggestion made by Minister Warmington, but that he was instructed to call the three Jamaica Labour Party Members of Parliament I mentioned. He indicates further that he left it up to the Members of Parliament to select the contractors, so he doesn't know --

- A. To select the...?
- Q. The subcontractors, I am sorry, to select them. He, based on the recommendations, even though he had supervisors, he just waited to be told who is to be paid and he pays out money...that as main contractor he doesn't business if the subcontractor hires a thousand people or 20 people, he just wants the work done based on the contract that he signed. He, based on discussions, doesn't know anything. He just calls the Member of Parliament rely on them to select the persons and then when he is told to pay, he pays.
- Q. -- I am trying to understand this whole ... the subcontracting, the notation of subcontracting...
- A. Let me answer you, sir, first of all, again, the contract, subject of our deliberation here, I am sure you have read it, saying,



"The contractor shall not subcontract the whole of the works, except as otherwise provided in the contract, the contractor shall not subcontract any" --

- Q. They have the word, "whole", the word "whole", is there?
- Yes. "Except as otherwise provided in the Α. contract, the contractor shall not subcontract any part of the work without the consent of the employer", that's me. "Any such consent shall not relieve the contractor from liability or obligation under their contract and shall be responsible for the act, default, and neglect of any subcontractor, his agents or servants as fully as if they were the act, default and neglect of the contractor, his agent or servants." So, there is no prohibition on subcontracting and it merely says that in such circumstance the contractor shall do so with the consent of the owner, that's me. In the circumstance, the owner would not withhold permission for subcontracting for the reasons I alluded to before.
- Q. You mean if the person ask for it, because you say you can't withhold, but you can consider withholding if the person hasn't asked you to subcontract?
- A. Yes, but –



- Q. Mr. Hunter, I have to pause here... You wouldn't object, but the fact is, <u>you would</u> agree, in every single case people must ask you for permission?
- A. <u>Yes, they should, yeah</u>.
- Q. We will agree, Mr. Hunter, <u>can we agree</u> <u>that subcontracting is taking place in every</u> <u>single contract?</u> Can we agree that subcontracting is occurring in every single case in this contract?
- A. <u>I don't have the evidence, sir, to be honest.</u> <u>My presumption, follow me now, carefully,</u> <u>the contract obliges the subcontractor to</u> <u>seek the employer's permission to do</u> <u>subcontracting. I have no evidence of any</u> <u>such request being made, so I cannot</u> <u>truthfully say that subcontracting occurred.</u> <u>If the contractor admits that he</u> <u>subcontracted then I will be persuaded by</u> <u>that answer.</u>
- Q. Let me pause. Mr. Patrick Gordon says that he has contracted Miller's Construction as also Chin's Construction, so just start there.
- A. <u>Okay. So the point I am making is this, if</u> <u>the contractor so declares, then I am</u> <u>obliged to take their word for it. The</u> <u>question then would be, how egregious is</u>



that act without getting the consent of the owner? And I am positing that I do not consider it egregious because the nature of the work is bushing, is cutting grass and there is no peril to the owner.⁹⁸¹ (OCG Emphasis)

Further, the OCG, by way of a requisition dated June 7, 2017, sought to ascertain from the NWA, whether any of the subject contractors sought the permission of the NWA to engage subcontractors. In this regard, the OCG posed the following question to the NWA:

> "Please indicate whether any of the Contractors who were awarded contracts to undertake the island-wide de-bushing and drain cleaning programme sought the permission of the NWA to employ Sub-Contractors and/or formally advise the NWA of the employment of Sub- Contractors to execute the works.

> On the basis that any such... request and/or notification was given by Contractor(s), please provide:

- a. The name(s) of the Contractor(s) who made any such request and/or notification; and
- b. A comprehensive list of the entities/persons (i) who were approved by the NWA as Sub-Contractors to execute the works and (ii) that actually undertook

⁸¹ Transcript of hearing convened by the Contractor General on December 20, 2016 with Mr. Everton G. Hunter. Pages 161-167.



the works. The referenced list should include the full name of the entity/person and contact particulars.

Please provide documentary evidence, where possible, in support of your responses/assertions."⁸²

In response to the OCG's requisition, Mr. Earl Patterson, Senior Director, Project Implementation, NWA, stated, *inter alia*, the following:

"<u>I am not aware of the NWA receiving a request</u> and/or notification for engagement of subcontractors, pursuant to the applicable terms and conditions of the Contract."⁸³(OCG Emphasis)

Profits Accrued to the Contractors

...

During a hearing which was convened by the OCG on January 5, 2017, in which Mr. Vincent Taylor, Managing Director, Construction Solutions Limited, was in attendance, *inter alia*, the following was stated with respect to his profit margins:

- "Q. Mr. Taylor, one of the questions I had been asking of you is to indicate to me a determination as it relates to your profits...
- A. And that is why I am saying to you that usually for us to survive in the business, we try

⁸² OCG Requisition dated June 7, 2017, Mr. Earl Patterson, Senior Director, Project Implementation, NWA. Question 5.
 ⁸³ Response of Mr. Earl Patterson, Senior Director, Project Implementation, NWA, dated June 9, 2017. Response 5.



not to go below 15%, because if we assume that 5% is for our head office charges, then we are left with 10 for gross profit and a construction company can barely survive on 10%. So that's why I am saying that 15% is really at the floor.

- Q. So my understanding, can you tell me if this is correct, your minimum at the floor percentage profit of 15%, this also includes your three to seven percent overhead for head office?
- A. Yes. "⁸⁴

The following table which was constructed by the OCG indicates, *inter alia*, the total amounts disbursed by the NWA to the Contractor, the amounts expended by the contractor based on their own admission and accounting, the resulting profits which accrued and the amounts outstanding to be paid by the NWA:

<u>Table 11</u>

PROFITS ACCRU	UED TO CONSTRUCT	ION SOLUTIONS LIM	ITED ⁸⁵	
Payment by the NWA \$	Expenditure as	Profits \$	Percentage	Amounts
	represented by		Profits %	Outstanding be
	the Contractor \$			paid by the
				NWA to the
				Contractor
173,669,315.96	40,909,794.60	132,759,521.36	76.44	6,648,698.00

⁸⁴ Transcript of Proceedings involving Mr. Vincent Taylor, dated January 5, 2017, Pages 63; 65-66

⁸⁵ The amounts indicated is not inclusive of the Contractor's Levy.



Having regard to the projected profits the Contractors intended to realize from undertaking the Island-wide de-bushing and drain cleaning Programme, Mr. Owen Campbell, Build-Rite Construction Company, stated inter alia, as follows:

"Q.

Down to some specifics now. When you signed this contract here, with Mr. Hunter and the N.W.A., ... on the date of the contract, the 18th of November, 2016, when you signed it, can you tell me exactly what, to your mind, not just your mind, but with calculation, how much profit you were supposed to make out of this contract?

A. I think I could have made 20, 25 percent.

- Q. Okay. And at the end of this project I need to understand what you actually made and why?
- A. You serious?
- Q. Very serious. But I am not going to ask you that right now, because you can't tell me, with the other remedies, I am very serious, because I am trying to understand...
- A. I didn't know that the O.C.G. has the authority to ask a contractor what profit you make on the contract.

Q. <u>Because you see, why my authority is going</u> there, enuh, part of my remit is to ensure



that the Government has gotten value for money. So, I am trying to understand how everything is broken down. Now, I don't want to know your personal business and I will readily accept that, but it is Government's money being spent. So, I need to understand if a contract is given, I am trying to understand ^{,,86}.

The following table which was constructed by the OCG indicates, *inter alia*, the total amounts disbursed by the NWA to the Contractor, the amounts expended by the contractor based on their own admission and accounting, the resulting profits which accrued and the amounts outstanding to be paid by the NWA:

Table 12

PROFITS ACCRUED TO BUILD RITE CONSTRUCTION LIMITED ⁸⁷				
Payment by the NWA	Expenditure as	Profits \$	Percentage Profits	Amounts Outstanding
\$	represented by the		%	to be paid by the
	Contractor \$			NWA to the
				Contractor
128,917,473.44	105,437,400.00	23,480,073.44	18.21	1,700,642.00

In relation to expected profit margins, Mr. Y. P. Seaton, Managing Director, Y. P Seaton and Associates, indicated, *inter alia*, the following:

MR. D. HARRISON: Mr. Seaton, a question that I

have been trying to ascertain is, when you signed

⁸⁶ Transcript of Proceedings involving Mr. Owen Campbell, dated January 5, 2017, Pages 14; 16-17

⁸⁷ The amounts indicated is not inclusive of the Contractor's Levy.



this contract, were you aware of what the profit margin you were supposed to get at the end? Let's say you know that when you sign this, I am suppose to get 25 percent, 30 percent.

MR. Y. P. SEATON: Fifteen percent.

MR. D. HARRISON: A number of things have changed since the 18th in terms of variations, in terms of changes and we recognize that as a result of that the profit margin is even going to go lower, agreed?

MR. Y. P. SEATON: I don't know, because they still owing me money, we have done more work out there, sir, than what they have paid me for today. I can give you copy for all of them, all right."⁸⁸ (OCG Emphasis)

The following table which was constructed by the OCG indicates, *inter alia*, the total amounts disbursed by the NWA to the Contractor, the amounts expended by the contractor based on their own admission and accounting, the resulting profits which accrued and the amounts outstanding to be paid by the NWA:

Office of the Contractor General Page **172** of **485**

⁸⁸ Transcript of Proceedings involving Mr. Y.P. Seaton, dated January 5, 2017, Pages 52-53



Table 13

PROFITS ACCRUED TO Y.P. SEATON AND ASSOCIATES LIMITED 89					
Payment by the NWA \$90	Expenditure	as	Profits \$	Percentage	Amounts
	represented by	the		Profits %	Outstanding
	Contractor \$				to be paid by
					the NWA to
					the Contractor
62,818,197.04	42,227,706.40		20,590,490.64	32.77	8,153,691.34

Mr. Nicholas Gordon, Asphaltic Concrete Enterprise Limited and General Paving Limited, also confirmed to the OCG on January 17, 2017, that the standard minimum profit to be accrued is 15%. During the referenced hearing, *inter alia*, the following was stated:

"CHAIRMAN:...one of the things we are really trying to understand in summary is specifically the fact that one contractor had said minimum, he intends to make 15% profit ...

MR GORDON: Minimum 15% would be standard.

CHAIRMAN: I have been told by the other contractors that based on the type of contract, not just fifteen percent being standard, there is the possibility that you could make more depending on how much you charge; how much subcontractors are paid. Agreed?

A. Yes."91

Office of the Contractor General Page **173** of **485**

⁸⁹ The amounts indicated is not inclusive of the Contractor's Levy.

⁹⁰ The amounts received from the NWA is not inclusive of Interim Payments 7 and 8, as the OCG was not provided these documents.

⁹¹ Transcript of Proceedings involving Mr. Nicholas Gordon, dated January 5, 2017, Pages 4-5



The following table which was constructed by the OCG indicates, inter alia, the total amounts disbursed by the NWA to the Contractor, the amounts expended by the contractor based on their own admission and accounting, the resulting profits which accrued and the amounts outstanding to be paid by the NWA:

Table 14

PROFITS ACCRUED TO ASPHALTIC CONCRETE COMPANY LIMITED ⁹²				
Payment by the NWA \$	Expenditure as	Profits \$	Percentage	Amounts Outstanding
	represented by		Profits %	to be paid by the
	the Contractor \$			NWA to the
				Contractor
38, 016,947.92	31,501,000.00	6,515,947.92	17.13	14,247,196.00

PROFITS ACCRUED TO GENERAL PAVING LIMITED ⁹³				
Payment by the NWA	Expenditure as	Profits \$	Percentage Profits	Amounts Outstanding
\$	represented by the		%	to be paid by the
	Contractor \$			NWA to the
				Contractor
76,678,381.49	49,490,745.40	27,187,636.09	35.45	20,797,712.30

Office of the Contractor General Page **174** of **485**

⁹² The amounts indicated is not inclusive of the Contractor's Levy.

⁹³ The amounts indicated is not inclusive of the Contractor's Levy.



The Monitoring and Verification of Contracts by the NWA

As it regards the monitoring and verification of the contracts which were executed in relation to the captioned programme, Mr. Everton G. Hunter provided the OCG with the following information with regard to the questions directed to him during a hearing convened by the Office on December 20, 2016:

- "Q. What I am going to do, Mr. Hunter, as I indicated earlier, I think on a previous occasion, I had asked you one, for your portfolio of photographs for every single contract, I had asked you for that, because you told me it was part of your terms of reference as it relates to your staff, that you had told them, but if it is my mistake please feel free to correct me, that was part of the terms of reference that should be done.
- Α. Let me again state, for the record, and again one have to make a distinction between what is absolutely desirable and what is necessary. We take - - what I *instructed*, *and follow* тe now. context. Ordinarily, when we are doing a bushing, a grass-cutting exercise, we would on average spend \$120, a \$100 million, by admission we are spending my own near \$600 million this time, which is unprecedented, so it is a lot of grass-cutting we were doing and the contract really



touches much. So, yes, we had to fan out, we had to cover a lot of territory and as I said before, there was a certain degree of enthusiasm and exuberance on the ground, but be that as it may. So what I instructed to do is that, listen, **I** did not consider it necessary to our process to establish the prior condition of the road, because we had done that when we decided what to do, and the evidence, though anecdotal, was there for everyone to see, there was grass all over, cause we had not done any bushing from December last year until now. So, I did not consider it necessary to our purpose to take before pictures, because the before pictures would be repeating the same thing, every place bush up. What I said to my guys was this, listen, concentrate your picture taking on the work that is done. Because in signing for payment there is nothing that says I have to have a before picture, but by my being required to testify that the work is done, the inference is there that I should bolster that with some kind of picture. So, to the extent that we can take pictures of the work done, the work done, take pictures. And I do know that we have some pictures, we are not pretending that we have pictures



for every location, because, again, it's a judgement call, because when you are out there in the field - - we had how many people 50 something people covering the whole Island. Each of those persons had to make a management decision as to how their time is spent. And so when you weight [sic] the risk, yeah, the biggest risk to us was if we certified a road being completed and it was not properly done, that is the biggest risk, then we would pay out. So, we decided to concentrate on the areas of biggest risk, which was to certify that the work done to the best of our ability and the time available. So, we don't have pictures for everything, but we do have quite a lot of pictures of work done.⁹⁴ (OCG Emphasis)

Based on the responses provided by Mr. Everton G. Hunter in the referenced hearing, the OCG wishes to highlight that Mr. Hunter admitted that due to the magnitude of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme, the NWA was unable to verify the condition of the locations prior to commencement by way of photographs. Mr. Hunter also asserted that, in the circumstances, he did not consider it necessary for pictures to be taken of the locations prior to the execution of the works.

In terms of the interaction between the NWA and the contractors with regard to the works which were executed and issues relating to the verification of works, Mr. Hunter indicated as follows:

Office of the Contractor General Page **177** of **485**

⁹⁴ Transcript of OCG hearing held on December 20, 2016, with Mr. Everton G. Hunter, CEO, National Works Agency. Pages 153-156.



- "Q: ... What I think we need to put in context, I understand, interestingly, I am going through things in terms of the Bill of Quantity on every line item, line item by line item and what we need to understand is for each area there needed to be a determination whether it is by region, whether it is - - when, in fact, the work was done, when it was verified as being done, what we have so far given and I have given at least two examples, there are instances where N.W.A. representatives are saying the work was done prior to the contract period of the 18th of November, 2016.
- *A*: In fact, let me just add to that as well, Contractor General, I have written to every one of the contractors and I have said to them, give me, on your letterhead, an invoice for what you have done. Now, let me explain that. Under just contract administration, again, you can establish the value of work done by a contractor, two ways: As the Engineer, the Engineer can walk behind the contractor and measure up and make a determination. And then you get the contractor to agree or disagree with your determination that is one way.



The other way to do it, would be for the contractor to do his own determination and invoices and then you double check what he does. Let me admit that, because of our - because of our concern that we didn't make a mistake on the payment, we chose to do the former where we went behind them and we measured up and we satisfied ourselves that the work was done and we made payment based on that.

- *Q*: Not with them?
- A: No, we can do it with or without them.
- Q: I know how it can be done also, I want to know how, in fact, it was done?
- A: We doing both.
- *Q:* And you have done both?
- A: We have done both. However, because these are all interim payments and again under contract administration certificate number one can be corrected by certificate number two, two corrected by three that, that, that - - it is only when you get to final account that you really draw the



brakes. So, we have since determined, and I wrote to them last week, I think, it was Wednesday of last week, to say to the contractors, notwithstanding what we have valued, and notwithstanding what we have paid, please invoice us now formally on your letterhead for the works that you have done. And we – and that is now going on. We will then compare and contrast what the contractor says he has formally done in the fields. And if there is a perfect match between what he says he has done and what we have found then that is one scenario."⁹⁵

Office of the Contractor General Page **180** of **485**

⁹⁵ Transcript of OCG hearing held on December 20, 2016, with Mr. E.G. Hunter, CEO, National Works Agency. Pages 157-160.



<u>The Office of the Contractor General's Assessment and Verification of the Quality and</u> <u>Standard of Work executed in accordance with the Contracts</u>

A primary function of the Office of the Contractor General (OCG) as outlined in the Contractor General Act (CGA) is to monitor the award and implementation of government contracts⁹⁶. In the instant regard, the OCG's Inspectors visited various locations where works were being executed under the subject programme. This exercise was conducted during the period November 24, 2016 to January 31, 2017, with a view to inspect the works which were being executed in accordance with the terms of the contract as well as the Bills of Quantities (BQ).

In the foregoing regard, the OCG's Inspectors were accompanied by personnel from the National Works Agency and observed and documented the quantity and quality of the de-bushing and/or drain cleaning works which were being conducted in strategic locations across the island.

YP Seaton & Associates Company Limited

The OCG visited twenty-seven (27) locations in Westmoreland, where de-bushing works were being executed by YP Seaton & Associates Company Limited. Based on the OCG's observation, the de-bushing works were generally satisfactorily done. It was, however, observed that in some instances, the debris had not been removed at the time the OCG had conducted its visit. Additionally, the burning of debris was also observed, though it was indicated by the NWA to have been instigated in some instances by land owners and not the sub-contractor.

For the parish of St. James, the OCG visited twenty-nine (29) locations where de-bushing works were being executed by the mentioned contractor. It was the OCG's observation that the debushing works were to a large extent, satisfactorily completed. However, the burning of debris was observed in some instances, <u>which is a direct breach of the terms of the contract</u>. The

Office of the Contractor General Page **181** of **485**

⁹⁶ Section 4(1) (a), Contractor General Act.



contract stipulates that the debris was to be carted away and disposed of at approved dump sites. Additionally, it was observed that works commenced in the Mocho-Niagra area before the contract was signed and the debris was also not removed and in some instances.

In Hanover, the OCG visited twenty-two (22) locations where de-bushing works were being executed by the contractor. It was the general observation that the debris was either not removed or not cleared properly. The works were largely executed satisfactorily with the exception of the Welcome to Copse area, where the quality of the works was poor and the burning of debris was observed. In Shettlewood to Chester Castle, the OCG observed that the de-bushing works were not properly executed and the debris was not removed and allowed to accumulate.

Build-Rite Construction Co. Ltd.

Build-Rite Construction Co. Ltd. was contracted to execute de-bushing and drain cleaning works in the parishes of Clarendon, Manchester and St. Elizabeth. The OCG visited thirty-one (31) locations in St. Elizabeth, twenty (20) locations in Clarendon, and twenty-nine (29) locations in Manchester where de-bushing works were being executed by the contractor.

In various areas in Clarendon, it was observed that debris was thrown over rails and/or burnt. There were only two (2) instances observed where debris was transported to an approved dump site as is required by the contract. It was the OCG's observation that the drain cleaning works in the Landset Hall to Mitchell Town area was excellent. Of note, the Parish Manager for the NWA, Mr. Anthony Hughes, stated that variations to the BQs were effected with the result that the majority of the roads listed on the original list were to be replaced and additional drains included. Mr. Hughes could not provide the OCG's Inspectors with the name of the person(s) who authorized the variation.

In the parish of Manchester, the de-bushing works were **poorly** executed in majority of the instances, inspected by the OCG. Generally, the debris was not removed and errors and/or



differences were also identified in some instances between the measurements designated on the BQ with the total length of the actual routes/roads.

In the parish of St. Elizabeth, it was also observed that works commenced before the contract was signed. Also, the burning of debris continued to be a major issue and observation in St. Elizabeth. In instances where the debris was not burnt it was left on the side of the road to be removed or placed in plastic bags for disposal. The Junction to Bull Savanna area is primarily residential. The OCG observed that the undergrowth which was located directly in front of residences was not de-bushed, with the result that the work was done in an ad hoc manner. In Malvern to Mountainside, the undergrowth appeared to have been sprayed with chemicals.

Construction Solutions Limited

Construction Solutions Limited was contracted to execute de-bushing and drain cleaning works in the parishes of St. Catherine, St. Ann and St. Mary. The OCG visited forty-three (43) locations in St. Catherine and eighteen (18) locations in St. Ann where de-bushing and drain cleaning works were being executed by the contractor.

At the time of the preparation of this report, the OCG was unable to visit St. Mary to verify the de-bushing or drain cleaning works due to the fact that attempts to make arrangements with the NWA representative to assist the OCG did not come to fruition.

In the parish of St. Catherine, the works were generally satisfactorily executed. It was noted that the drain cleaning works undertaken along the Old Harbour Road was excellent, however, debushing along the same corridor was poor. Further, it was observed that the debris was not cleared in the Old Harbour Roundabout to Gutters area. Drain cleaning works in the Grange Lane area was executed poorly and the de-bushing exercise was not executed to specification.

Office of the Contractor General Page **183** of **485**



There were instances where political tension affected the execution of works. "With regard to the section of roadway Grange Lane, the NWA representative Mr, Mullings indicated that there was some political tension that affected the works as Grange Lane borders the two main Political Parties which has resulted in works mainly being executed along one side of the corridor."⁹⁷

In the parish of St. Ann, works were generally satisfactorily executed. Instances were noted where debris was still to be removed. Similar to other parishes, there was no disposal of debris to an approved dump site at the locations visited. The OCG inspectors also made the suggestion to the NWA representatives that the quantities represented on the BQs should be adjusted to account for private driveways and commercial spaces.

Asphaltic Concrete Enterprise Ltd.

Asphaltic Concrete Enterprise Ltd. was contracted to execute de-bushing and drain cleaning works in the parishes of St. Thomas and Portland. The OCG visited twenty-three (23) locations in St. Thomas where de-bushing and drain cleaning works were being executed by the contractor.

In the parish of St. Thomas the de-bushing works were generally satisfactorily completed, however, in some areas works were ad hoc and poorly executed. The OCG also observed that brambles and cuttings were still to be removed. In areas where drains were cleaned, this was done satisfactorily. It is to be noted, however, that the quantities for de-bushing, as represented in the BQ, were reallocated to other areas. For example, in the Morant Bay to Wilmington area, 4,500km was reallocated to Potosi to Morant River Bridge. Similarly, in the Church Corner to Morant River Bridge area, 3,000km was reallocated to Grants Pen to Pomphret roadway.

Office of the Contractor General Page **184** of **485**

⁹⁷ Extract of OCG Verification report dated December 13, 2016.



In the parish of Portland, the OCG visited twenty (20) locations where de-bushing and drain cleaning works were being executed by the contractor. It is the OCG's observation that the works were executed to a satisfactory standard. It was noted, however, that only a fraction of the quantity of works listed on the BQ had been executed. The NWA representative stated that specific control sections were obtained for carrying out de-bushing works, and the quantities represented on Works Completion Sheet were inaccurate. Additional works were done in certain areas of Hope Bay to Orange Bay and Spring Garden to Chepstowe due to inclement weather and flooding. The OCG also observed minimal burning of debris was observed.

General Paving Company Ltd.

General Paving Company Ltd. was contracted to execute de-bushing and drain cleaning works in the parishes of Kingston and St. Andrew and Trelawny. The OCG visited fifty-one (51) locations in Kingston and St. Andrew and in Trelawny twenty-seven (27) locations where de-bushing and drain cleaning works were being executed by the contractor.

In St. Andrew North Central and West Central, works were generally poorly executed. The majority of the roads where works were executed were not listed on the original or revised BQs. In St. Andrew North Western, the works were also poorly executed in most instances. It was also observed that residents used some drains as dump sites as solid waste was present even though it was reported by the NWA that the drain cleaning in those areas had been completed. This was evident for example in the Grants Pen to Oddman Lane Gully areas. Throughout Kingston and St. Andrew, it was noted that units stated in the Works Completion Sheet were inaccurate for several locations as less works were completed than was stipulated in the BQ. This was the case for example in the Mona Road area and the Munroe Drain (Munroe Avenue/Wellington Drive to Mountain View Avenue). Generally, debris was also burned and/or still to be removed.

It was observed that in the parish of Trelawny, works were generally satisfactorily executed. As was the case in other parishes, cuttings and debris were still to be removed. Works were very

Office of the Contractor General Page **185** of **485**



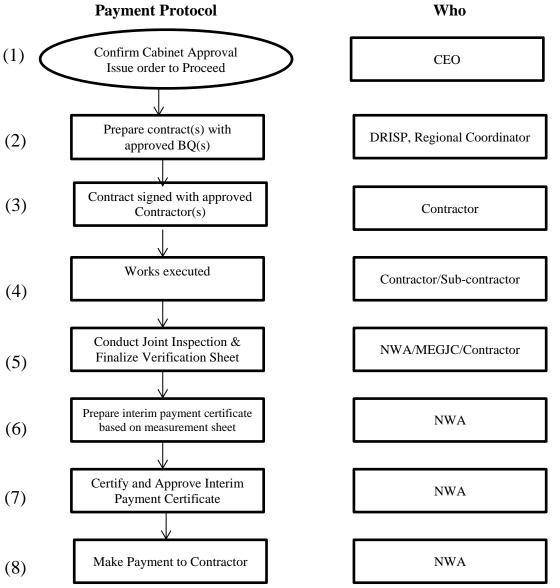
poorly executed in the Wait-a-Bit to Hector's River Bridge and St. Vincent to Burnt Hill areas. In the mentioned areas, extensive clean-up and de-bushing were still required.



Details of Payments Made to Contractors for the Implementation of the Programme

The National Works Agency (NWA) has established certain procedures and protocols that should obtain in the disbursement of monies for contracts which are awarded by the Agency. Mr. Everton G. Hunter affixed the following 'payment protocol' which outlines the payment process and the individual and/or entity responsible for the completion of each step in the process:





⁹⁸ Response dated November 25, 2016 which was addressed to the OCG from Mr. Everton G. Hunter, CEO, NWA. Response i.

Office of the Contractor General Page **187** of **485**



As it regards the first tier of the payment protocol chart, the OCG has seen evidence of a Cabinet Approval Issue Order which enabled the NWA to commence the referenced de-bushing and drain cleaning programme. The OCG is also in possession of copies of signed contracts with the approved Bills of Quantities which satisfied the second and third tiers of the payment protocol. Under the fourth tier of the payment protocol, the NWA first sent a Letter of Commencement to each of the five (5) contractors which were all dated November 18, 2016. These letters stated that the work should commence on Friday, November 18, 2016, but no later than seven (7) days exceeding the commencement date and should be carried out in accordance with the contract.

In relation to the fifth tier of the payment protocol chart, the OCG has seen no documentary evidence that joint inspections were conducted by the employees of the contracting companies and NWA representatives. However, during the course of a hearing convened by the OCG on January 31, 2017, Mr. Marlon Haynes, Project Manager, Construction Solutions Ltd., informed the OCG that as part of his function to verify works executed, he 'confirmed measurements' with a representative from the NWA. He stated, *inter alia*, the following:

"Q. ... is there any role that you played specifically, with actually taking measurements, with actually verifying to Mr. Taylor figures and measurements for him to pay people ... what exactly do you do in that regard for payment or did you do anything in that regard?

A. Yes, sir, we just travel.

...

Me and the N.W.A. representative.

Office of the Contractor General Page **188** of **485**



We travel and we confirm measurements as we go along, that's the only thing as it relates to measurement.

Q. And when you say, 'confirm measurements' you have a discussion about what?

. . .

A. ... for example, it should be a hundred and it's less, then you would say we need to bush further."⁹⁹

At this juncture, the OCG highlights with emphasis that <u>the referenced payment vouchers</u> were not signed by the respective programme manager or accountable officer in the NWA to certify that the services had been satisfactorily provided, that the rates were fair, and that the relevant financial instructions were followed.

In respect of the preparation, certification and approval of interim payment certificates, which should constitute the seventh and eighth tiers of the payment protocol chart, the OCG has in its possession certified interim payment certificates. The Office is, however, uncertain as to whether such certificates were based on measurement sheets as these were not provided by the NWA. Of note, attached to each interim payment certificate is an 'evaluation summary sheet' which is similar to the Bill of Quantities for the particular areas in which works were executed, and which may include all variations made as at the date of the interim payment certificate.

In furtherance of its Investigation and in accordance with the ninth tier of the payment protocol chart, the OCG is in possession of only seven (7) authorization letters for the transfer of funds from the NWA to the National Commercial Bank Jamaica Ltd. as it relates to monies paid to contractors. The OCG notes that the mentioned authorisation letters were submitted to National

⁹⁹ Transcript of hearing held on January 31, 2017 involving Mr. Marlon Haynes. Page 39-41.



Commercial Bank Jamaica Ltd. for the transfer of funds to be made to only two (2) contractors, namely, Build-Rite Construction Company Ltd. and Construction Solutions Ltd.¹⁰⁰

Based on its perusal of the NWA's Payments Vouchers and Interim Payment Certificates, the OCG constructed the following tables outlining the interim payments which were made payable to the contractors:

(i) <u>Construction Solutions Limited</u>

<u>Table 15</u>

Payment Voucher Date	Interim Payment Certificate Date	Interim Payment Certificate #	Amount on Interim Payment Certificate (\$)
23/11/2016	23/11/2016	1	15,517,026.00
28/11/2016	24/11/2016	2	26,936,740.60
12/12/2016	08/12/2016	3	35,791,560.00
20/12/2016	19/12/2016	4	16,225,489.56
21/12/2016	21/12/2016	5	60,999,532.30
22/03/2017	20/03/2017	6	18,198,967.50
Sub Total			173,669,315.96
Levy			3,281,986.04
Total			176,951,302.00

 $^{^{\}rm 100}$ As at the date of the OCG's Investigation, records of the other authorisation letters were not provided to the OCG.



(ii) <u>General Paving Co. Ltd</u>

<u>Table 16</u>

Payment Voucher Date	Interim Payment Certificate Date	Interim Payment Certificate #	Amount on Interim Payment Certificate (\$)
24/11/2016	23/11/2016	1	13,722,222.64
25/11/2016	25/11/2016	2	16,799,065.92
02/12/2016	29/11/2016	3	12,336,904.44
12/12/2016	08/12/2016	4	2,062,214.00
13/12/2016	12/12/2016	5	3,891,599.60
21/12/2016	21/12/2016	6	23,157,644.89
24/05/2017	18/05/2017	7	4,708,730.46
Sub Total			76,678,381.95
Levy			1,463,905.75
Total			78,142,287.70

(iii) <u>Asphaltic Concrete Enterprise Ltd.</u>

Table 17

Payment Voucher Date	Interim Payment Certificate Date	Interim Payment Certificate #	Amount on Interim Payment Certificate (\$)
23/11/2016	23/11/2016	1	22,270,010.00
12/12/2016	08/12/2016	2	9,396,475.20
13/12/2016	09/12/2016	3	2,192,440.32
21/12/2016	21/12/2016	4	4,158,022.40
Sub Total			38,016,947.92
Levy			775,856.08
Total			38,792,804.00



(iv) <u>Build-Rite Construction Co. Ltd.</u>

<u>Table 18</u>

Payment Voucher Date	Interim Payment Certificate Date	Interim Payment Certificate #	Amount on Interim Payment Certificate (\$)
23/11/2016	23/11/2016	1	2,491,403.04
24/11/2016	24/11/2016	2	9,152,661.00
12/12/2016	08/12/2016	3	18,569,208.56
13/12/2016	09/12/2016	4	2,192,652.00
21/12/2016	21/12/2016	5	93,766,372.84
22/12/2016	22/12/2016	6	2,745,176.00
Sub Total			128,917,473.44
Levy			2,440,884.56
Total			131,358,358.00

(v) <u>Y.P. Seaton & Associates Company Ltd.</u>

<u>Table 19</u>

Payment Voucher Date	Interim Payment Certificate Date	Interim Payment Certificate #	Amount on Payment Voucher (\$)
23/11/2016	23/11/2016	1	9,205,728.00
28/11/2016	24/11/2016	2	22,748,798.80
13/12/2016	09/12/2016	3	14,882,195.33
21/12/2016	21/12/2016	4	1,637,702.50
20/12/2016	22/12/2016	5	4,505,019.23
13/03/2017	06/03/2017	6	8,859,556.78
17/05/2017	15/05/2017	9	979,196.40
Sub Total			62,818,197.04
Levy			1,282,004.02
Total			64,100,201.06

Based upon evidence gleaned by the OCG, total payments made payable to the contractors as at June 9, 2017 is in the amount of **\$489,344,952.76**.

Further, during the course of its Investigation, the NWA provided the OCG with a document entitled "NATIONAL WORKS AGENCY Capital "A" – Islandwide Mitigation Programme (National Clean-Up & Environment Programme)" which outlined the names of entities awarded contracts for the referenced work programme, the values of the contracts (based on the



allocations provided by the Cabinet), and the interim payments which were certified. Attached hereunder is a copy of the referenced document:

51,547,939.64	507,871,060.36										559,419,000.00			
6,648,698.00	176,951,302.00				18,570,375.00	61,982,135.00	16,556,622.00	36,522,000.00	27,486,470.00	15,833,700.00	183,600,000.00	St. Catherine, St. Mary & St. Ann	Construction Solution Ltd	<u> </u>
8,153,691.34	82,626,308.66	999,180.00	7,859,451.60	10,666,656.00	9,040,364.06	4,596,958.40	1,671,125.00	15,185,913.60	23,213,060.00	9,393,600.00	90,780,000.00	Hanover, Westmoreland & St. James	Y.P. Seaton & Associates Co. Ltd	-
14,247,195.00	38,792,804.00						4,242,880.00	2,237,184.00	9,588,240.00	22,724,500.00	53,040,000.00	St. Thomas & Portland	Asphaltic Concrete Enterprise Ltd St. Thomas & Portland	~
20,797,712.30	78,142,287.70			4,804,827.00	23,529,290.70	3,971,020.00	2,104,300.00	12,588,678.00	17,141,904.00	14,002,268.00	98,940,000.00	Trelawny, Kingston & St. Andrew	General Paving Co.Ltd	
1,700,642.00	131,358,358.00				2,801,200.00	95,489,888.00	2,237,400.00	18,948,172.00	9,339,450.00	2,542,248.00	133,059,000.00	Manchester, Clarendon & St. Elizabeth	Build-Rite Construction Co. Ltd	m
Balance	Total	No. 9	No. 8	No. 7	No. 6	No. 5	No. 4	No. 3	No. 2	No. 1	(Cabinet Allocation)	LOCATION	CONTRACTOR	-
					AMOUNTS CERTIFIED (as at June 07, 2017)	INTS CERTIFIED	AMOU				Contract Amount			

NATIONAL WORKS AGENCY Capital "A" - Islandwide Mitigation Programme (National Clean-Up & Environment Programme)



Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **194** of **485**



As it relates to the above table, the total that is stated to have been disbursed by the NWA to the five (5) contractors is \$507,871,060.36 with a total of \$51,547,939.64 still outstanding. However the OCG has only seen evidence of payments totalling **\$489,344,952.76.** Interim payments seven (7) and eight (8) for Y.P. Seaton & Associates Co. Ltd. are reflected in the above table but no supporting documents, in the form of payment voucher/interim payment certificate, were submitted by the NWA.



The Variation in the Value of Contracts

The National Works Agency (NWA) initially issued the five (5) contracts to the respective contractors for a total of J\$540,740,734.00. The stated contracts were awarded on the basis that the NWA would receive approximately J\$540,000,000.00 which was requested. However, the Cabinet approved a total of J\$606,000,000.00 to implement the project.

Since the contracts were already prepared, the NWA took the decision to issue the contracts with the Bills of Quantities as prepared and thereafter varied the Bills of Quantities. Mr. Everton G. Hunter, Chief Executive Officer, NWA, made the following statements concerning the variation in the value of the contracts prepared for the programme, *inter alia*:

"... The Cabinet decision that we got which spoke to the availability of funds and the contractors and the location to which I referred to earlier, came back at \$600 million, so there was a difference, we asked for 540 we got 600, okay. Now, when we deduct our fees 'cause we do this for a fee, my reason for doing all of this is that I get paid to do this, I am a hiredhand. So, we did up a fee and the net sum available for expenditure on the ground to cut grass was \$560 million. As I said before, what we had originally proposed was 540, so one of the first things that we had to do was up it. So here we have a difference between what we get and what we had asked for and we could have done one of two things, when we got the instructions to move forward, we could have taken the time to then go through and amend all the contracts before issue, we chose not. So we issued



the contracts in the original BQs and then we decided we would do variations to match."¹⁰¹

From the final allocation of the \$606,000,000.00 from Cabinet, the NWA divided the funds as follows:

Table 20

Item	Amount (\$)
Allocation to Contractors	540,740,734.00
Contingency	25,614,406.61
Agency Fee (7%)	39,644,859.84
Total	606,000,000.45

Attached to each Interim Payment Certificate is an Evaluation Summary Sheet which details the changes (variations) which were made to the Bill of Quantities. The OCG examination of these Summary Sheets showed that the variations changed between the Interim Payments.

The approved variations for each contract which is on the Evaluation Summary Sheets are reflected below as per contractor:

¹⁰¹ Transcript of hearing held on December 20, 2016 involving Mr. Everton G. Hunter. Pages 134-136.



Table 21

Contractor	Evaluation Summary Sheet 1 Total of Approved Variations (\$)	Evaluation Summary Sheet 2 Total of Approved Variations (\$)	Evaluation Summary Sheet 3 Total of Approved Variations (\$)	Evaluation Summary Sheet 4 Total of Approved Variations (\$)	Evaluation Summary Sheet 5 Total of Approved Variations (\$)	Evaluation Summary Sheet 6 Total of Approved Variations (\$)	Evaluation Summary Sheet 7 Total of Approved Variations (\$)	Evaluation Summary Sheet 8 Total of Approved Variations (\$)	Evaluation Summary Sheet 9 Total of Approved Variations (\$)
Construction Solutions Ltd.	4,603,776.00	4,236,576.00	12,571,994.00	None seen*	24,441,384.00	1,686,975.00	N/A**	N/A	N/A
Build-Rite Constructing Company Limited	0.00	0.00	1,494,266.00	1,494,266.00	1,494,266.00	1,494,266.00	N/A	N/A	N/A
Y.P. Seaton & Associates Company	0.00	4,214,665.00	4,214,665.00	4,214,665.00	5,947,265.00	5,233,151.06	None seen	None seen	5,218,715.66
Asphaltic Concrete Enterprise Ltd.	(704,855.00)	(1,440,355.00)	(1,440,355.00)	(1,440,355.00)	N/A	N/A	N/A	N/A	N/A
General Paving Company Ltd.	0.00	9,437,614.00	10,164,054.00	3,884,794.00	3,884,794.00	11,961,346.70	24,144,004.70	N/A	N/A

* Evaluation Summary Sheets indicating the variation were not provided.

** These payment certificates were not applicable to the specified contractor.

Using only the final variations which were provided by the NWA, the overall total variation for the project to date is as follows:

Table 22

Company	Final Variation (\$)
Construction Solution Limited	1,686,975.00
Build-Rite Constructing Company Limited	1,494,266.00
Y.P. Seaton & Associates	5,218,715.66
Asphaltic Concrete Enterprise Ltd.	(1,440,355.00)
General Paving Company Ltd	24,114,004.70
Total	31,073,606.36

Based on the documentation provided by the NWA to the OCG, the following tables detail the final variations and original contract sums for each contract:



Build-Rite Construction Company Limited

Original Contract Sum: \$131,564,734.00 Total Variation indicated by NWA: \$1,494,266.00 Total Variation calculated by OCG: \$22,096,682.00 NWA Estimated Final Cost: \$133,059,000.00

List of approved Variations to the Original Bill of Quantities

Table 23

Bill No.	Location	Description of Variation	Allotted amount (\$)
1	Manchester	Omit the amount of \$4,949,330.00 for to allow for the re-scoping bushing and drain cleaning works as directed by the Engineer (VO1). Omit the amount of \$8,000,000.00	(4,949,330.00)
		for to allow for the re-scoping of the works to allow for pot-hole patching (VO2).	(0,000,00100)
Sub Total			(12,949,330.00)
1	Manchester	Pot-Hole & patch repair Sawcut and remove damage portion of the existing road surface to its full depth. Square up excavation, backfill and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick.	
		Central Manchester Preliminary and General Items Williamsfield – Cumberland North West Manchester	184,600.00 1,815,400.00

Office of the Contractor General Page **199** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
		Preliminary and General Items	184,600.00
		Troy – Golden Run	1,815,400.00
		North East Manchester	
		Preliminary and General Items	184,600.00
		Caines Shop – Highgate Hall	1,815,400.00
		South Manchester	
		Preliminary and General Items	184,600.00
		Newport – Pusey Hill	1,815,400.00
Sub Total			8,000,000.00
2	Clarendon	Reduction of Bushing Green Bottom – Four Paths	(473,280.00)
2	Clarendon	Removal of Bushing	(849,660.00)
2	C1	Whitney Turn – Four Paths	(200.040.00)
2	Clarendon	Reduction of Bushing	(308,040.00)
2	Clanardan	Four Paths – Free Town	(202 100 00)
2	Clarendon	Reduction of Bushing	(392,190.00)
2	Clanardan	May Pen – Hayes	(355,980.00)
2	Clarendon	Reduction of Bushing	(355,980.00)
2	Clarendon	May Pen – Sour Sop Turn	(444 210 00)
2	Clarendon	Reduction of Bushing	(444,210.00)
2	Clarendon	Granthan – Trout Hall	(565,090,00)
2	Clarendon	Removal of Bushing	(565,080.00)
2	Clarendon	Hayes – Dawkins Pen Reduction of Bushing	(377,400.00)
2	Clarendon		(377,400.00)
2	Clarendon	Spaldings – Cave Valley Removal of Bushing	(1,100,070.00)
2	Clarendon	Alley – Rest	(1,100,070.00)
2	Clarendon	Removal of Bushing	(999,600.00)
		Grenock Bridge – Mears Bridge	
2	Clarendon	Reduction of Bushing	(9,180.00)
		Chapelton – Bypass	
2	Clarendon	Reduction of Bushing	(1,530.00)
		Danks – Mears Bridge	
2	Clarendon	Reduction of Bushing	(626,280.000
		Sour Sop Turn – Danks	
2	Clarendon	Reduction of Bushing	(398,820.00)
		Free Town – Alley via Lionel	
		Town	
2	Clarendon	Removal of Bushing	(1,273,980.00)
		Toll Gate – Rest	
2	Clarendon	Removal of Bushing	(792,540.000
		Cooks Gate – Preddie	
2	Clarendon	Reduction of Bushing	(54,060.00)
		Lower Chapelton – Rockk River	
2	Clarendon	Removal of Bushing	(423,300.00)
		New Yarmouth – Rowington	



Bill No.	Location	Description of Variation	Allotted amount (\$)
2	Clarendon	Removal of Bushing	(999,600.00)
		Race Course – Parnassus	
2	Clarendon	Removal of Bushing	(206,040.00)
		Jacobs Hut – Fogah	
2	Clarendon	Reduction of Bushing	(673,200.00)
		Peckam – Alston	()
2	Clarendon	Removal of Bushing	(926,670.00)
		Parnassus – Mocho	
2	Clarendon	Removal of Bushing	(612,000.00)
		Macknie – Douglas Castle	
2	Clarendon	Reduction of Bushing	(280,500.00)
		Rock River – Ginger Ridge	
2	Clarendon	Removal of Bushing	(412,080.00)
		Rest – Milk River Bath	
2	Clarendon	Reduction of Bushing	(683,400.00)
		Colonel's Ridge – Kellits	
2	Clarendon	Removal of Bushing	(649,740.00)
		Near Kellits – Mackcie Loop Rd	(0.17,1.10100)
2	Clarendon	Reduction of Bushing	(204,000.00)
		Sandy River – Rhoden Hall	(- ,,
2	Clarendon	Reduction of Bushing	(673,200.00)
_		Nine Turn - Ritchies	(,)
2	Clarendon	Removal of Bushing	(979,200.00)
-	charthaon	Windsor – Corn Hill	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2	Clarendon	Reduction of Bushing	(438,600.00)
_		Sanguinetti – Tweed Side	(,
2	Clarendon	Removal of Bushing	(685,440.00)
2	Clarendon	Brae Head – Pennant Douce	(003,440.00)
2	Clarendon	Removal of Bushing	(148,920.00)
2	Clarendon	Kellits Ld – Segment Road	(148,920.00)
2	Clarendon	Removal of Bushing	(939,420.00)
2	Clarendon	Lookout – Oaks	(939,420.00)
2	Clarendon	Removal of Bushing	(536,520.00)
2	Clarendon	Kellits – Burns Comesee	(550,520.00)
2	Clarendon	Removal of Bushing	(601,800.00)
2	Clarendon	Crooked River – Pennant Douce	(001,800.00)
2	Clarendon	Removal of Bushing	(749,700.00)
2	Clarendon	Guinea Corner – Corner Shop	(749,700.00)
2	Clarendon	Reduction of Bushing	(87,720.00)
2	Clarendon	St. Johns – Pedro River	(07,720.00)
2	Clarendon	Reduction of Bushing	(1,530.00)
2	Clarendon	Kellits – Macknie	(1,550.00)
2	Clarendon	Reduction of Bushing	(39,780.00)
~	Clarendon	Sevens – Rock River	(37,700.00)
2	Clarendon	Removal of Bushing	(448,800.00)
2	Clarendon	Palmyra – Bog Land Settlement	(++0,000.00)
2	Clarendon	Reduction of Bushing	(387,600.00)
2	Clarendon		(307,000.00)
		Chesterfiled – Rocky Point	

Office of the Contractor General Page **201** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
			(;)
2	Clarendon	Removal of Bushing	(576,300.00)
2	Clarendon	May Pen – Sevens Removal of Bushing	(282,540.00)
2	Clarendon	Sevens – Sevens Wood	(282,340.00)
2	Clarendon	Removal of Bushing	(875,160.00)
2	Clarendon	Mocho – Frankfield	(075,100.00)
2	Clarendon	Removal of Bushing	(499,800.00)
_		James Hill – Sandy River	(,)
2	Clarendon	Removal of Bushing	(771,120.00)
		Palmers Cross – Rosewell	
2	Clarendon	Removal of Bushing	(503,880.00)
		Kupius – Beckford Kraal	
2	Clarendon	Reduction of Bushing	(369,240.00)
		Whiteshop – Cumberland	
2	Clarendon	Reduction of Bushing	(419,730.00)
		Crofts Hill – Danks	
2	Clarendon	Addition of Bushing	122,400.00
		New Bowens	
2	Clarendon	Addition of Bushing	163,200.00
		Trenton Road	
2	Clarendon	Addition of Bushing	193,800.00
		Hazard Drive	
2	Clarendon	Addition of Bushing	448,800.00
		Chatteau Road	
2	Clarendon	Addition of Bushing	178,500.00
		Jackson Street	
2	Clarendon	Addition of Bushing	51,000.00
	~ .	Morgans Lane	
2	Clarendon	Addition of Bushing	81,600.00
	<i>a</i> 1 1	White Chapel	01.600.00
2	Clarendon	Addition of Bushing	81,600.00
2	<u>C1</u> 1	Green Park	40,000,00
2	Clarendon	Addition of Bushing	40,800.00
2	Clarendon	Mt. Airy Addition of Bushing	45,900.00
2	Clarendon	Eden – Darlow	43,900.00
2	Clarendon	Addition of Bushing	306,000.00
2	Clarendon	Lennon – Goshen	500,000.00
2	Clarendon	Additional Drain Cleaning	7,518,420.00
2	Clarendon	Jacks Gully	7,510,420.00
2	Clarendon	Additional Drain Cleaning	18,794,412.00
-	Charchaon	Rocky Point Drains	10,791,112.00
2	Clarendon	Additional of Drain Cleaning	5,102,370.00
-		Sevens Wood Drain	-, - ,,,,,,,,,,,,,-
2	Clarendon	Addition of Drain Cleaning	22,843,548.00
-		Mitchell Town Drains	,0.0,0.000
2	Clarendon	Addition of Drain Cleaning	327,600.00
		Omni Mews Drains	,

Office of the Contractor General Page **202** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
DIII INU.	Location	Description of variation	Anoticu amount (\$)
2	Clarendon	Addition of Drain Cleaning	1,287,468.00
		Hunts Pen Drains	, ,
2	Clarendon	Addition of Drain Cleaning	6,224,400.00
		Longville Drains	
2	Clarendon	Addition of Drain Cleaning	10,548,720.00
		May Pen to Hayes drain	
2	Clarendon	Addition of Drain Cleaning	1,228,500.00
		Denbigh Drain	
2	Clarendon	Removal of the amount of	(14,439,096.00)
		<u>\$14,439,096.00</u> for additional	
		bushing and drain cleaning works	
		to be used as directed by the	
	<u> </u>	Engineer (V01)	(12 000 000 00)
2	Clarendon	Omit the amount of \$12,000,000 for to allow for the	(12,000,000.00)
		<u>\$12,000,000.00</u> for to allow for the re-scoping of the works to allow	
Sub Total		for pot-hole patching (V02).	23,041,512.00
			23,041,512.00
2	Clarendon	Pot-Hole & Patch Repair	
		Sawcut and remove damaged	
		portion of the existing road surface	
		to its full depth, square up	
		excavation, backfill and compact selected base material up to the	
		underside of the existing road	
		surface, apply a tack coat of	
		bituminous emulsion to the base	
		and the sides of the excavation,	
		lay, screed and compact asphaltic	
		concrete 38 mm thick.	
		Central Clarendon	
		Preliminary & General Items	184,600.00
		May Pen to Sour Sop Turn	1,815,400.00
		North Clarendon	
		Preliminary & General Items	184,600.00
		Danks to Mears Bridge	1,815,400.00
		North West Clarendon	
		Preliminary & General Items	184,600.00
		Trout Hall to Grantham	1,815,400.00
		North Central Clarendon	104 600 00
		Preliminary & General Items	184,600.00
		Rock River to Ginger Ridge	1,815,400.00
		South West Clarendon	104 000 00
		Preliminary & General Items Jacob Hut to Milk River	184,600.00
			1,815,400.00
		South East Clarendon	

Office of the Contractor General Page **203** of **485**



D:II Ma	Tasation	Description of Variation	
Bill No.	Location	Description of Variation	Allotted amount (\$)
		Preliminary & General Items	184,600.00
		Free Town to Alley via Lionel	1,815,400.00
		Town	,,
Sub Total			12,000,000.00
3	St. Elizabeth	Omit the amount of §7,995,500.00	(7,995,500.00)
		for to allow for the re-scoping	
		bushing and drain cleaning works	
2	0 El 1 1	as directed by the Engineer.	
3	St. Elizabeth	Omit the amount of <u>\$8,000,000.00</u> for to allow for the re-scoping of	(8,000,000.00)
		the works to allow for pot-hole	
		patching (VO2).	
		Parenning (+ 02):	
Sub Total			(15,995,500.00)
3	St. Elizabeth	Pot-Hole & Patch Repair	
		Sawcut and remove damaged	
		portion of the existing road surface to its full depth, square up	
		excavation, backfill and compact	
		selected base material up to the	
		underside of the existing road	
		surface, apply a tack coat of	
		bituminous emulsion to the base	
		and the sides of the excavation,	
		lay, screed and compact asphaltic	
		concrete 38 mm thick.	
		South East	
		Preliminary & General Items	184,600.00
		Southfield – Port Sea	1,815,400.00
		North West	
		Preliminary & General Items	184,600.00
		Lacovia - Vauxhall	1,815,400.00
		North East	
		Preliminary & General Items	184,600.00
		Lacovia – Mountainside	1,815,400.00
		South West	
		Preliminary & General Items	184,600.00
		Lacovia – Mountainside	1,815,400.00
Sub Total	tions for March 1 4		8,000,000.00
1 otal Variat	tions for Manchester		(12,949,330.00)
	e & Patch Repair anchester)		8,000,000.00

Office of the Contractor General Page **204** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
Total Va	riations for Clarendon		23,041,512.00
Pot-H	lole & Patch Repair (Clarendon)		12,000,000.00
Total Var	iations for St. Elizabeth		(15,995,500.00)
Pot-Hol	e & Patch Repair (St. Elizabeth)		8,000,000.00
ТОТ	AL VARIATIONS		22,096,682.00

Details within the body of the Executive Summary Sheet showed that \$8,000,000.00, \$12,000,000.00 and \$8,000,000.00 was expended for pot-hole and patch repair in Manchester, Clarendon and St. Elizabeth respectively. However, in the Summary to the Executive Summary Sheet, it was indicated that \$2,000,000.00, \$2,397,548.00 and \$3,000,000.00 was expended for the same item in Manchester, Clarendon and St. Elizabeth respectively.

As a result of the foregoing, the total variation calculated by the OCG is \$22,096,682.00 whereas the total variation stated on the Executive Summary Sheet is \$1,494,266.00.

Construction Solutions Limited

 Original Contract Sum:
 \$179,363,424.00

 Approved Variation:
 1,686,975.00

 Estimated Final Cost
 \$181,050,399.00

Attached to Interim Payment Certificate #6 is a document entitled "*NATIONAL WORKS AGENCY St Catherine, St Mary and St Ann*", which indicates that the total variation associated with the contract which was awarded to Construction Solutions Limited is \$1,686,975.00. However, the OCG is unable to verify the details of the variation due to the fact that some of the figures are indecipherable and one page was missing from the Evaluation Summary Sheet presented by the NWA to the OCG.

Office of the Contractor General Page **205** of **485**



Y.P. Seaton & Associates Company Limited

 Original Contract Sum:
 \$86,565,335.00

 Approved Variation:
 5,218,715.66

 Estimated Final Cost
 \$91,784,050.66

Attached to Interim Payment Certificate #9 is a document entitled "NATIONAL WORKS AGENCY CAPITAL 'A' – Islandwide Mitigation Programme (National Clean-up & Environment Programme) EVALUATION SUMMARY", which indicates that the total variation associated with the contract which was awarded to YP Seaton & Associates Co. Ltd. is \$5,218,715.66. However, the OCG is unable to verify the details of the variation as the format in which the Evaluation Summary Sheet was presented by the NWA to the OCG is indecipherable.

Asphaltic Concrete Enterprise Limited

 Original Contract Sum:
 \$53,744,855.00

 Approved Variation:
 (1,440,355.00)

 Estimated Final Cost
 \$52,304,500.00

Total Variation calculated by OCG: (1,440,355.00)

List of approved Variations to the Original Bill of Quantities

Table 24

Bill No.	Location	Description of Variation	Allotted amount (\$)
1	St. Thomas Eastern	Reduction of Bushing from Morant Bay – Port Morant	(283,560.00)
1	St. Thomas Eastern	Reduction of Bushing from Morant Bay – Wilmington	(280,500.00)
1	St. Thomas Eastern	Additional Drain Cleaning from Morant Bay – Port Morant	401,310.00
1	St. Thomas Eastern	Removal of Drain Cleaning from Port Morant – Bath	(401,310.00)

Office of the Contractor General Page **206** of **485**



DULN	T (*		
Bill No.	Location	Description of Variation	Allotted amount (\$)
1	St. Thomas Eastern	Addition of Side Drains Cleaning Potosi – Morant River Bridge	280,500.00
1	St. Thomas Eastern	Addition of Side Drains Cleaning Pleasant Hill – Hectors River	283,580.00
Sub Total			20.00
2	St. Thomas Western	Additional Bushing from Grants Pens – Pamphret	422,280.00
2	St. Thomas Western	Reduction of Bushing from Church Corner – Morant River Bridge	(306,000.00)
2	St. Thomas Western	Reduction of Bushing from Trinityville – Cedar Valley	(252,960.00)
2	St. Thomas Western	Reduction of Bushing from Vallahs – Easington	(377,400.00)
2	St. Thomas Western	Addition of Bushing from Llandewey to Windsor Forest	377,400.00
2	St. Thomas Western	Additional Drain Cleaning from Bull Bay – Grants Pen	501,228.00
2	St. Thomas Western	Reduction of Bushing from Church Corner – Morant River Bridge	(18,018.00)
2	St. Thomas Western	Removal of Drain Cleaning from Easington - Llandewey	(401,310.00)
2	St. Thomas Western	Addition of Drain Cleaning from Grants Pen – Pamphret	1,965,600.00
2	St. Thomas Western	Addition of Drain Cleaning from Pamphret – Morant Bay	819,000.00
2	St. Thomas Western	Addition of Cleaning Side Drains from Morant River Bridge – Trinityville	306,020.00
1-2	St. Thomas	Include the amount of §16,371,156.00 for additional bushing and drain cleaning works to be used as directed by the engineer	13,335,296.00
1-2	St. Thomas	Omit the amount of \$4,000,000.00 for to allow for the re-scoping of the works to allow for pot-hole patching (V02).	(4,000,000.00)
Sub Total			12,371,136.00
2A	St.Thomas	Pot-Hole & Patch Repair Sawcut and remove damage portion of the existing road surface to its full depth, square up excavation, backfill and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base	

Office of the Contractor General Page **207** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
		and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick.	
		East Preliminary and General Items Morant Bay to Port Morant	184,600.00 1,815,400.00
~		West Preliminary and General Items Pamphret to Morant Bay	184,600.00 1,815,400.00
Sub Total			4,000,000.00
3	Portland Eastern	Reduction of Contractor's Superintendence & Traffic Control	(856,000.00)
3	Portland Eastern	Reduction of Bushing from Hectors River – Muirton	(633,420.00)
3	Portland Eastern	Reduction of Bushing from Muirton – Fair Prospect	(1,213,800.00)
3	Portland Eastern	Removal of Bushing from Muirton – Haining	(408,000.00)
3	Portland Eastern	Reduction of Bushing from Fair Prospect – Folly	(1,152,600.00)
3	Portland Eastern	Reduction of Bushing from Williamsfeild – Haining	(438,600.00)
3	Portland Eastern	Reduction of Bushing from Muirton – Ecclesdown	(765,000.00)
3	Portland Eastern	Reduction of Bushing from Ecclesdown – Fair Prospect	(949,722.00)
3	Portland Eastern	Removal of Bushing from Milk Bank – Bowden Pen	(581,400.00)
3	Portland Eastern	Reduction of Bushing from Seaman's Valley – Mill Bank	(1,040,400.00)
3	Portland Eastern	Reduction of Bushing from Fairy Hill - Nonsuch	(530,400.00)
3	Portland Eastern	Removal of Bushing from Nonsuch – Port Antonio	(938,400.00)
3	Portland Eastern	Reduction of Bushing from Windsor – Moore Town	(275,400.00)
3	Portland Eastern	Reduction of Bushing from Breastwork – Windsor	(499,800.00)
3	Portland Eastern	Reduction of Bushing from Alligator Church – Bellvue	(459,000.00)
3	Portland Eastern	Removal of Bushing from John Town Road	(683,400.00)
3	Portland Eastern	Reduction of Bushing from Fellowship – Berrydale	(163,200.00)
3	Portland Eastern	Reduction of Bushing from Moore Town – Cornwall Barracks	(306,000.00)
3	Portland Eastern	Removal of Bushing from Spring Bank – Stony Hill	(918,000.00)



Bill No.	Location	Description of Variation	Allotted amount (\$)
3	Portland Eastern	Removal of Bushing from Boundbrook – Janga Gullu	(306,000.00)
3	Portland Eastern	Removal of Drain Cleaning from Folly (Prospect - Folly)	(409,500.00)
3	Portland Eastern	Removal of Drain Cleaning Dragon Bay (Prospect - Folly)	(245,700.00)
3	Portland Eastern	Removal of Drain Cleaning Fair Prospect, Black Rock (Prospect - Folly)	(245,700.00)
3	Portland Eastern	Removal of Drain Cleaning Manchioneal (Muirton - Fair Prospect)	(524,160.00)
3	Portland Eastern	Removal of Drain Cleaning for drain leading to JPS (Folly - Boundbrook)	(327,600.00)
3	Portland Eastern	Removal of U-Drain Cleaning Manchioneal (Muirton - Fair Prospect)	(262,080.00)
3	Portland Eastern	Removal of U-Drain Cleaning Allan Avenue (Folly - Boundbrook)	(376,740.00)
3	Portland Eastern	Removal of U-Drain Cleaning East Palm Avenue (Folly – Boundbrook)	(327,600.00)
3	Portland Eastern	Removal of U-Drain Cleaning Boston Bridge (Folly - Boundbrook)	(491,400.00)
3	Portland Eastern	Removal of Side Drain Cleaning Folly (Prospect- Folly)	(7,700.00)
3	Portland Eastern	Removal of Side Drain Cleaning Manchioneal (Muirton - Fair Prospect)	(16,500.00)
3	Portland Eastern	Removal of Side Drain Cleaning Wain Road/Retreat (Breastwork – Windsor)	(33,000.00)
3	Portland Eastern	Removal of Side Drain Cleaning Nonsuch (Nonsuch – Port Antonio)	(111,100.00)
3	Portland Eastern	Removal of Side Drain Cleaning Spring Bank (Stony Hill – Spring Bank)	(19,800.00)
3	Portland Eastern	Removal of Culvert Cleaning Folly (Prospect – Folly)	(30,000.00)
3	Portland Eastern	Removal of Culvert Cleaning Dragon Bay (Prospect – Folly)	(40,000.00)
3	Portland Eastern	Removal of Culvert Cleaning Fair Prospect, Black Rock (Prospect – Folly)	(10,000.00)

Office of the Contractor General Page **209** of **485**



DIL NI.	T 4		
Bill No.	Location	Description of Variation	Allotted amount (\$)
3	Portland Eastern	Removal of Culvert Cleaning Muirton – Ecclesdown	(40,000.00)
3	Portland Eastern	Removal of Culvert Cleaning Wain Road/Retreat (Breastwork – Windsor)	(20,000.00)
3	Portland Eastern	Removal of Culvert Cleaning Nonsuch (Nonsuch – Port Antonio)	(30,000.00)
3	Portland Eastern	Removal of Culvert Cleaning Spring Bank (Stony Hill – Spring Bank)	(30,000.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Folly (Prospect – Folly)	(16,365.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Dragon Bay (Prospect – Folly)	(21,820.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Fair Prospect, Black Rock (Prospect – Folly)	(5,455.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Muirton – Ecclesdown	(21,820.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Wain Road/Retreat (Breastwork – Windsor)	(10,910.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Nonsuch (Nonsuch – Port Antonio)	(16,365.00)
3	Portland Eastern	Removal of Cleaning of Catch Basin: Spring Bank (Stony Hill – Spring Bank)	(16,365.00)
Sub Total			(16,826,222.00)
4	Portland Western	Reduction of Bushing from Buff Bay – Balcarres	(244,800.00)
4	Portland Western	Reduction of Bushing from Balcarres – Wakesfield	(126,480.00)
4	Portland Western	Reduction of Bushing from Wakesfield – Hardware Gap	(372,912.00)
4	Portland Western	Reduction of Bushing from Rio Grande – Cuffies Head	(683,400.00)
4	Portland Western	Reduction of Bushing from Chipshall – Durham	(244,800.00)
4	Portland Western	Reduction of Bushing from Hope Bay – Chipshall	(183,600.00)
4	Portland Western	Reduction of Bushing from School House Corner – Chepstowe	(754,800.00)
4	Portland Western	Reduction of Bushing from Spring	(387,600.00)

Office of the Contractor General Page **210** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
		Garden – Chepstowe	
4	Portland Western	Reduction of Bushing from Swift River – Mount Hermon	(30,600.00)
4	Portland Western	Reduction of Bushing from Church Hill Corner – Muir Park	(295,800.00)
4	Portland Western	Reduction of Bushing from Buff Bay – White Hall	(897,600.00)
4	Portland Western	Reduction of Bushing from Tranquility – Bangor Ridge	(132,600.00)
4	Portland Western	Additional Drain Cleaning from Hope Bay (Hope – Orange Bay)	982,800.00
4	Portland Western	Additional Drain Cleaning from Skibo (Spring Garden – Chepstowe)	819,000.00
4	Portland Western	Additional Drain Cleaning from Durham (Chipshall – Durham)	655,200.00
4	Portland Western	Additional Drain Cleaning from New Road (Rio Grande – Hope Bay)	727,272.00
4	Portland Western	Additional Drain Cleaning from Shrewsbury SDA Church (Rio Grande – Hope Bay)	180,180.00
4	Portland Western	Additional Drain Cleaning from St Margaret's Bay (Rio Grande – Hope Bay)	163,800.00
4	Portland Western	Additional Cleaning of U-Drains from Hope Bay (Hope – Orange Bay)	167,076.00
4	Portland Western	Additional Cleaning of U-Drains from St. Margaret's Bay (Rio Grande – Hope Bay)	163,800.00
4	Portland Western	Removal of Side Drain Cleaning Hope Bay (Hope – Orange Bay)	(25,850.00)
4	Portland Western	Removal of Side Drain Cleaning Balcarres (Buff Bay – Balcarres)	(33,000.00)
4	Portland Western	Removal of Side Drain Cleaning Skibo (Spring Garden – Chepstowe)	(24,200.00)
4	Portland Western	Removal of Culvert Cleaning Swift River (Swift River – Mount Hermon)	(80,000.00)
4	Portland Western	Removal of Culvert Cleaning Balcarres (Buff Bay – Balcarres)	(60,000.00)
4	Portland Western	Removal of Culvert Cleaning Skibo (Spring Garden – Chepstowe)	(40,000.00)
4	Portland Western	Removal of Culvert Cleaning St. Margaret's Bay (Rio Grande –	(90,000.00)



Bill No.	Location	Description of Variation	Allotted amount (\$)
		Hope Bay)	
4	Portland Western	Removal of Catch Basin Cleaning Swift River (Swift River – Mount Hermon)	(43,640.00)
4	Portland Western	Removal of Catch Basin Cleaning Balcarres (Buff Bay – Balcarres)	(32,730.00)
4	Portland Western	Removal of Catch Basin Cleaning Skibo (Spring Garden – Chepstowe)	(21,820.00)
4	Portland Western	Removal of Catch Basin Cleaning St. Margaret's Bay (Rio Grande – Hope Bay)	(38,185.00)
4	Portland Western	Omit the amount of \$4,000,000.00 for to allow for the re-scoping of the works to allow for pot-hole patching (VO2)	(4,000,000.00)
Sub Total			(4,985,289.00)
4A		Pot-Hole & Patch Repair Sawcut and remove damaged portion of the existing road surface to its full depth, square up excavation, backfill and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. East Preliminary and General Items Fair Prospect – Muirton, Folly – Fair Prospect West Preliminary and General Items School House Corner – Chepstowe, Spring Groung -	184,600.00 1,815,400.00 184,600.00 1,815,400.00
Sub Total		Chepstowe	4,000,000.00
	iations for St. Thomas Eastern		20.00
Total Var	iations for St. Thomas Western		12,371,136.00
Pot-Hole	e & Patch Repair (St. Thomas)		4,000,000.00

Office of the Contractor General Page **212** of **485**



Bill No.	Location	Description of Variation	Allotted amount (\$)
Total V	ariations for Portland Eastern		(16,826,222.00)
Total Variations for Portland Western			(4,985,289.00)
Pot-H	lole & Patch Repair (Portland)		4,000,000.00
ТОТ	AL VARIATIONS		<u>(1,440,355.00)</u>

General Paving Company Limited

 Original Contract Sum:
 \$89,502,386.00

 Approved Variation:
 24,114,004.70

 Estimated Final Cost
 113,616,390.70

Total Variation calculated by OCG: \$24,114,004.70

List of appro	oved Variations to the	he Original Bill of Quantities	
D:II No	Location	Description of Variation	

Bill No.	Location	Description of Variation	Allotted amount (\$)
1	St. Andrew East Rural	Reduction of Bushing from Drummond – Halberstack	(722,160.00)
1	St. Andrew East Rural	Addition of Bushing from Tower Hill – Lime Tree	326,400.00
1	St. Andrew East Rural	Addition of Bushing from Top Road – Penny Hill	326,400.00
1	St. Andrew East Rural	Addition of Bushing from Robertsfield Road	163,200.00
1	St. Andrew East Rural	Addition of Bushing from Halls Delight – West Phalis	791,622.00
1	St. Andrew East Rural	Addition of Bushing from Flamstead Road	326,400.00
1	St. Andrew East Rural	Addition of Bushing from Wallenford	163,200.00
1	St. Andrew East Rural	Addition of Bushing from Vaids Road	163,200.00
1	St. Andrew East Rural	Addition of Bushing from Mount Lebenon	163,200.00

. .



1	St. Andrew East Rural	Addition of bushing from Forty Five Road	163,200.00
1	St. Andrew East Rural	Addition of Bushing from Guava Ridge Road	163,200.00
1	St. Andrew East Rural	Addition of Bushing from Down's Hill – Green Valley Scheme	163,278.00
1	St. Andrew East Rural	Removal of Drain Cleaning from Harbour View to Bull Bay	(1,998,360.00)
Sub Total			192,780.00
2	St. Andrew West Rural	Addition of Bushing from Red Hills Square – Belvedere	255,000.00
2	St. Andrew West Rural	Addition of Bushing from Old Fort George Road	69,360.00
2	St. Andrew West Rural	Additional Drain Cleaning from Stony Hill – Toms River	5,552,820.00
Sub Total			5,877,180.00
3	St. Andrew North Eastern	Additional Bushing at Salem Avenue Gully	103,020.00
3	St. Andrew North Eastern	Addition of Bushing from Jacks Hill Road (Tavistock to Mullberry Ave)	418,200.00
3	St. Andrew North Eastern	Addition of Bushing from Washington Drive	14,280.00
3	St. Andrew North Eastern	Addition of Bushing from Cruza Gully (Between Old Church Road – Grants Pen Road)	20,400.00
3	St. Andrew North Eastern	Addition of Bushing from Barbican Rd	153,000.00
3	St. Andrew North Eastern	Addition of Bushing from East Kings House Rd	96,900.00
3	St. Andrew North Eastern	Additional drain cleaning at Grants Pen Road Gully (at fording)	2,902,536.00
3	St. Andrew North Eastern	Addition of Drain Cleaning at Russell Heights & Great House Circle intersection	245,700.00
3	St. Andrew North Eastern	Addition of Drain Cleaning at Mountain Spring Drain	3,153,150.00
3	St. Andrew North Eastern	Addition of Drain Cleaning at Grants Pen Road to Oddman Lane Gully	488,124.00



3	St. Andrew North Eastern	Addition of Drain Cleaning at Elliott Gully	2,899,260.00
3	St. Andrew North Eastern	Addition of Drain Cleaning at Grants Pen Gully	2,999,178.00
3	St. Andrew North Eastern	Addition of Drain Cleaning at Castle Heights	294,840.00
3	St. Andrew North Eastern	Addition of Site Clearance at Millsborough Ave (Open Lot Near Gully)	101,738.00
3	St. Andrew North Eastern	Addition of Site Clearance at Upper Waterloo Ave (Open Lot)	60,060.00
3	St. Andrew North Eastern	Addition of Site Clearance at Grants Pen Rd (Open Lot near Police Station)	61,516.00
3	St. Andrew North Eastern	Addition of Site Clearance at Michael Manley Park on Washington Drive	186,550.00
3	St. Andrew North Eastern	Addition of Site Clearance at Key Drive	80,171.00
3	St. Andrew North Eastern	Addition of Site Clearance at Russell Heights & Great House Circle intersection	63,700.00
3	St. Andrew North Eastern	Addition of Site Clearance at Rilla Ave (Open Lot)	36,400.00
3	St. Andrew North Eastern	Addition of Site Clearance at Grant Pen Ave (Peace Park Opposite Police Station	81,900.00
3	St. Andrew North Eastern	Addition of Site Clearance at East King House Road (Open Lot opposite Loshusan Supermarket)	17,108.00
3	St. Andrew North Eastern	Addition of Site Clearance at Barbican Ave (Open Lot)	128,401.00
Sub Total			14,606,132.00
4	St. Andrew North Central	Additional Bushing on Shortwood Road	2,040.00
4	St. Andrew North Central	Addition of Bushing at Lakehurst Drive	20,400.00
4	St. Andrew North Central	Addition of Bushing at Manor Park	71,400.00
4	St. Andrew North Central	Addition of Bushing at Constant Spring Road	86,700.00
4	St. Andrew North Central	Addition of Bushing at Cassava Piece	40,800.00



4	St. Andrew North Central	Addition of Bushing at Aries Avenue	163,200.00
4	St. Andrew North Central	Addition of Bushing at Mannings Hill – Mannings Hill Square	265,200.00
4	St. Andrew North Central	Addition of Bushing at Old Stony Hill - Mountain Slope	122,400.00
4	St. Andrew North Central	Addition of Bushing at Stilwell Road	306,000.00
4	St. Andrew North Central	Addition of Bushing at Hill Rd – Norbrook Heights	102,000.00
4	St. Andrew North Central	Addition of Bushing at Sullivan Road Roundabout – Watson Drive	8,670.00
4	St. Andrew North Central	Addition of Bushing at Long Lane (from Red Gal Ring to Old Stony Hill Road)	214,200.00
4	St. Andrew North Central	Addition of Bushing at Across from 85 Red Hills Road	22,440.00
4	St. Andrew North Central	Addition of Site Clearance at Lawrence Avenue Park and adjacent Open Lot	737,100.00
4	St. Andrew North Central	Addition of Drain Cleaning at Drains Along Red Hills Road	21,820.00
4	St. Andrew North Central	Addition of Drain Cleaning at Drains at Park Lane	10,910.00
4	St. Andrew North Central	Addition of Drain Cleaning at 100 Lane	10,910.00
4	St. Andrew North Central	Addition of Drain Cleaning at Lakehurst Drive Drain	393,120.00
4	St. Andrew North Central	Addition of Drain Cleaning at Constant Spring Golf Club	573,300.00
Sub Total			3,172,610.00
5	Kingston Western	Preliminary and General Items Contractor's Superintendence & Traffic Control	85,000.00
5	Kingston Western	Addition of Bushing at Corner of Spanish Town Rd & Little King St – North Street	20,400.00
5	Kingston Western	Addition of Bushing at Spanish Town Rd – North Street – Bread Lane	20,400.00
5	Kingston Western	Addition of Bushing at Upper King St – North Street	7,140.00



5 Kingston Western		Addition of Bushing at Upper Orange Street – North St	7,140.00
5	Corner Johns Lane & No King & North Str		15,300.00
5	Kingston Western	Addition of Bushing at Corner Lawn & North Street – Market St.	1,224.00
5	Kingston Western	Addition of Bushing at Corner North & Wellington St – Upper Wellington & Dumfries	10,200.00
5	Kingston Western	Addition of Bushing at Corner Blunt & Hanna St – Racecourse Lane	5,100.00
5	Kingston Western	Addition of Bushing at Racecourse Lane – Nelson St	15,300.00
5	Kingston Western	Addition of Bushing at Hanna Street	25,500.00
5	Kingston Western	Addition of Drain Cleaning at Oxford St & Spanish Town Rd	147,420.00
5	Kingston Western	Addition of Drain at Cleaning Pechon St	376,740.00
5	Kingston Western	ton Western Addition of Drain Cleaning Drain behind Tivoli Gardens Building	
5	Kingston Western	Addition of Site Clearance at Park at Marcus Garvey Dr	244,762.70
5	Kingston Western	Western Addition of Site Clearance at Open Lot at McKenzie Blvd	
5	5 Kingston Western Addition of Site Clearance at Wellington St Park		10,920.00
5	Kingston Western	Addition of Site Clearance at Last St	45,500.00
Sub Total			5,579,856.70
6	St. Andrew Eastern	Additional Bushing from Mona Road (Aqueduct – Uwi Main Entrance)	112,200.00
6	St. Andrew Eastern	Addition of Bushing Munroe Drain (Munroe Avenue/Wellington Drive – Mountain View Avenue)	387,600.00
6	St. Andrew Eastern	Addition of Bushing at August Town Square – Uwi Backgate	183,600.00
6	St. Andrew Eastern	Addition of Bushing at Hope Rd- Waterfalls – Utech	428,400.00



6 St. Andrew Eastern		Addition of Bushing at Hope Blvd	25,500.00
6	St. Andrew Eastern	Addition of Bushing at Mountain View Avenue (Excelsior High School – Edge Hill Apt.)	265,200.00
6	St. Andrew Eastern	Addition of Site Clearance at Beverly Hills Drive	227,500.00
6	St. Andrew Eastern	Addition of Site Clearance at Fernlea Terrance and Mountclair Road	209,300.00
6	St. Andrew Eastern	Addition of Site Clearance at Princess Alice Way	203,840.00
6	St. Andrew Eastern	Addition of Site Clearance at Bedward Church Yard	218,400.00
6	St. Andrew Eastern	Addition of Site Clearance at Elleston Flats Community Center	302,575.00
6	St. Andrew Eastern	Addition of Site Clearance at Uwi Back Gate – Elleston Flats	163,800.00
6	St. Andrew Eastern	Addition of Site Clearance at Bottom Tavern PreMix Road	101,920.00
6	St. Andrew Eastern	Addition of Site Clearance at Tavern Community Center – Hill Side	36,400.00
6	St. Andrew Eastern	Addition of Site Clearance at Aralia Field – Mona	1,365,000.00
6	St. Andrew Eastern	Addition of Drain Cleaning at Bottom PreMix Rd	163,800.00
Sub Total			4,395,035.00
8	St. Andrew South Eastern	Additional Drain Cleaning from Edna Manley – Arthur Wint Drain	814,086.00
8	St. Andrew South Eastern	Additional Drain Cleaning from Oxford Road & Knutsford Boulevard	355,446.00
8	St. Andrew South Eastern	Additional Drain Cleaning at Deanary Road	810,810.00
8	St. Andrew South Eastern	Addition of Drain Cleaning at Woodford Street	49,940.00
8	St. Andrew South Eastern	Addition of Drain Cleaning at Moore Street	37,840.00
8	St. Andrew South Eastern	Addition of Drain Cleaning at Munairo Lane	12,100.00



8	St. Andrew South Eastern	Addition of Drain Cleaning at Lower Anderson Road	12,100.00
8	St. Andrew South Eastern	Addition of Drain Cleaning at Upper Anderson Road	48,400.00
8	St. Andrew South Eastern	Addition of Drain Cleaning at 20 Anderson Road	147,420.00
8	St. Andrew South Eastern	Addition of Bushing at Upper Anderson Road	22,440.00
8	St. Andrew South Eastern	Addition of Bushing at 20 Anderson Road	39,066.00
8	St. Andrew South Eastern	Addition of Bushing at Trafalgar Park	387,660.00
8	St. Andrew South Eastern	Addition of Bushing at St. Hugh's School	22,440.00
Sub Total			2,759,748.00
10	St. Andrew North Western	Addition of Drain Cleaning at Leas Flat	22,440.00
10	St. Andrew North Western	Addition of Drain Cleaning at East Kirkland Heights	18,360.00
10	St. Andrew North Western	Addition of Drain Cleaning at West Kirkland Heights	20,400.00
10	St. Andrew North Western	Addition of Drain Cleaning at Shanty Town in Leas Flats	4,080.00
10	St. Andrew North Western	Addition of Drain Cleaning at Opal Ave	102,000.00
10	St. Andrew North Western	Addition of Drain Cleaning at Kimberly Ave	12,240.00
10	St. Andrew North Western	Addition of Drain Cleaning at Sherlock Crescent Play Field	110,160.00
10	St. Andrew North Western	Addition of Drain Cleaning at Mosquito Valley Crescent Play Field	8,160.00
10	St. Andrew North Western	Addition of Drain Cleaning at Patrick Gardens Community Park	10,200.00
10	St. Andrew North Addition of Drain Cleaning at Western Greendale – Bushing of Communit Park Park		10,200.00
10	St. Andrew North Western	Addition of Drain Cleaning Bushing of Molynes Road By the Ackee Walk Bridge	51,000.00
Western Oldga		Addition of Drain Cleaning at Oldgate Drive to East Great House Circle – Drain Cleaning	26,826.00
10	St. Andrew North Western	Addition of Drain Cleaning at V Park Conway Drive/ Patrick Drive	184,518.00



10	St. Andrew North Western	Addition of Drain Cleaning at Roxwel Ave/Abbonnette Drive	55,080.00
10	St. Andrew North Western	Addition of Drain Cleaning Bushing of empty lot, walkway Between	16,320.00
	western	Maverly & Pembroke Hall	
10	St. Andrew North	Addition of Drain Cleaning at	57,120.00
10	Western	East Great House Circle	(52 000 00
10	St. Andrew North Western	Addition of Drain Cleaning at Washington Blvd – Dunrobin Blvd (six Miles – Molynes Road)	652,800.00
10	St. Andrew North Western	Addition of Drain Cleaning at Washington Blvd – Dunrobin Blvd (Molynes Rd – Constant Spring Rd)	346,800.00
10	St. Andrew North Western	Addition of Drain Cleaning at Perkins Blvd (Meadowbrook Estate – Red Hills Rd)	209,100.00
10	St. Andrew North Western	Addition of Drain Cleaning at Turnbridge Bridge in Meadowbrook Mews	171,990.00
10	St. Andrew North Western	Addition of Drain Cleaning at Pembroke Hall Gully running behind Colbeck Avenue	327,600.00
10	St. Andrew North Western	Addition of Drain Cleaning at Riverside Drive	245,700.00
10	St. Andrew North Western	Addition of Bushing at Perkins Blvd Open Lot (Meadowbrook Estate – Red Hills Rd)	1,946,945.00
Sub Total			4,610,039.00
12	St. Andrew West Central	Addition of Bushing at Olympic Way	5,100.00
12	St. Andrew West Central	Addition of Bushing at Cricket Way	16,320.00
12	St. Andrew West Central	Addition of Bushing at Binns Road	4,080.00
12	St. Andrew West Central	Addition of Bushing at Scarlett Road	20,400.00
12	St. Andrew West Central	Addition of Bushing at Wray Road	1,326.00
12	St. Andrew West Central	Addition of Bushing at Dudley Road	3,162.00
12	St. Andrew West Central	Addition of Bushing at Brighton Avenue	30,600.00
12	St. Andrew West Central	Addition of Bushing at Judgment Lane	3,060.00
12	St. Andrew West Central	Addition of Bushing at Niggers Lane Gully Bank	30,600.00
12	St. Andrew West Central	Addition of Bushing at Lothiam Avenue	38,760.00
12	St. Andrew West	Addition of Bushing at	25,500.00



12	St. Andrew West Central	Addition of Bushing at Whitewing	25,500.00
12	St. Andrew West	*	5,455.00
12	Central	Addition of Drain Cleaning at Solitaire Rd & Maboe Dr	3,433.00
12	St. Andrew West	1 1	21,820.00
12	Central	Addition of Drain Cleaning at	21,820.00
12		Olympic Way	42 (40.00
12	St. Andrew West	Addition of Drain Cleaning at	43,640.00
12	Central St. Andrew West	Bay Farm Road	727 100 00
12		Addition of Drain Cleaning at	737,100.00
12	Central	Calladium Gully	1 220 500 00
12	St. Andrew West	Addition of Drain Cleaning at	1,228,500.00
10	Central	Ebony Road Gully	1.0.44 500.00
12	St. Andrew West	Addition of Drain Cleaning at	1,064,700.00
	Central	Lime Tree Lane Gully	
12	St. Andrew West	Addition of Site Clearance at	63,700.00
	Central	Cricket Way	
12	St. Andrew West	Addition of Site Clearance at	87,360.00
	Central	Scarlett Way	
12	St. Andrew West	Addition of Site Clearance at	36,673.00
	Central	Dudley Road	
12	St. Andrew West	Omit the Amount of 30,000,000.00	(30,000,000.00)
	Central	to allow for the re-scoping of the	
		works to allow for pot-hole patching	
Sub Total			(26,506,644.00)
12A	Kingston & St.	Pot-Hole & Patch Repair	
1211	Andrew	Sawcut and remove damaged portion	
	1 mare w	of the existing road surface to its full	
		depth, square up excavation, backfill	
		and compact selected base material	
		and compact selected base material up to the underside of the existing	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay,	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick.	
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal	184 200 00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries	184,600.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road	184,600.00 1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western	1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries	1,815,400.00 184,600.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street	1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central	1,815,400.00 184,600.00 1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries	1,815,400.00 184,600.00 1,815,400.00 184,600.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road	1,815,400.00 184,600.00 1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road St. Andrew East Rural	1,815,400.00 184,600.00 1,815,400.00 184,600.00 1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road	1,815,400.00 184,600.00 1,815,400.00 184,600.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road St. Andrew East Rural	1,815,400.00 184,600.00 1,815,400.00 184,600.00 1,815,400.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road St. Andrew East Rural Preliminaries	1,815,400.00 184,600.00 1,815,400.00 184,600.00 1,815,400.00 184,600.00
		and compact selected base material up to the underside of the existing road surface, apply a tack coat of bituminous emulsion to the base and the sides of the excavation, lay, screed and compact asphaltic concrete 38 mm thick. Kingston East & Port Royal Preliminaries Lucas Road Western Preliminaries North Street Central Preliminaries Arnold Road St. Andrew East Rural Preliminaries Cooperage – Guava Ridge	1,815,400.00 184,600.00 1,815,400.00 184,600.00 1,815,400.00 184,600.00



		North East	
		Preliminaries	184,600.00
		Upper Millwood Road	1,815,400.00
		North Central	
		Preliminaries	184,600.00
		Allerdyce Road	1,815,400.00
		Eastern	
		Preliminaries	184,600.00
		Tavern Crescent	1,815,400.00
		South West	
		Preliminaries	184,600.00
		Maxfield Avenue	1,815,400.00
		Southern	
		Preliminaries	184,600.00
		Collie-Smith Drive	1,815,400.00
		South East	
		Preliminaries	184,600.00
		Longston Road	1,815,400.00
		Western	
		Preliminaries	184,600.00
		Baldwin Crescent	1,815,400.00
		North West	, , ,
		Preliminaries	184,600.00
		Upper Red Hills Road	1,815,400.00
		East Central	, ,
		Preliminaries	184,600.00
		Kings Avenue	1,815,400.00
		West Central	, ,
		Preliminaries	184,600.00
		Seaward Drive	1,815,400.00
Sub Total			30,000,000.00
13	Trelawny Northern	Additional Bushing from	612,000.00
15	Trefawity Northern	Stewart Town – Rock	012,000.00
13	Trelawny Northern	Additional Bushing from	183,600.00
15	riciawily mortilefil	Rock – Tharpe Street	103,000.00
13	Trelawny Northern	Additional Bushing from	122,400.00
15	riciawily mortilefil	Kinloss – Clarks Town	122,400.00
13	Trelawny Northern	Additional Bushing from	122 400 00
13	Trelawny Northern	Salt Marsh to Kent	122,400.00
13	Trolowny Northorn	Addition of Bushing from	204,000.00
15	Trelawny Northern	Rio Bueno – Braco	204,000.00
13	Trelawny Northern	Rio Bueno – Braco Reduction of the amount allocated to	(1,856,400.00)
15	I relawity Northern		(1,830,400.00)
Cash Tracel		Cut tree and remove stump	
Sub Total			(612,000.00)
14	Trelawny Southern	Additional Bushing from	612,000.00
		Jackson Town – Ulster Spring	
14	Trelawny Southern	Additional Bushing from	51,000.00
		Freemans Hall – Litchfield	
14	Trelawny Southern	Additional Bushing from	561,000.00
	1	Albert Town – Troy	



14	Trelawny Southern	Omit the amount of \$8,184,732.00	(8,184,732.00)
		for to allow for the re-scoping	
		bushing and drain cleaning works as	
		directed by engineer.	
14	Trelawny Southern	Omit the amount of <u>\$4,000,000.00</u>	(4,000,000.00)
		for to allow for the re-scoping of the	
		works to allow for pot-hole patching.	
Sub Total	Trelawny Southern		(10,960,732.00)
14A	Trelawny North and	Pot-Hole & Patch Repair	
	South	Sawcut and remove damaged portion	
		of the existing road surface to its full	
		depth, square up excavation, backfill	
		and compact selected base material	
		up to the underside of the existing	
		road surface, apply a tack coat of	
		bituminous emulsion to the base and	
		the sides of the excavation, lay,	
		screed and compact asphaltic	
		concrete 38 mm thick.	
		North	
		Preliminaries	184,600.00
		Pot-Hole & Patch Repair	1,815,400.00
		South	104 600 00
		Preliminaries	184,600.00
0.1.75.1		Pot-Hole & Patch Repair	1,815,400.00
Sub Total			4,000,000.00
Total Variat	ion for St. Andre East Rural		192,780.00
Total Variatio	n for St. Andrew West Rural		5,877,180.00
Total Variatio	n for St. Andrew North Eastern		14,606,132.00
Total Variation For St. Andrew North Central			3,172,610.00
Total Variation for Kingston Western			5,579,856.70
Total Variation for St. Andrew Eastern			4,395,035.00
Total Variation for St. Andrew South Eastern			2,759,748.00
Total Variatio	n for St. Andrew North Western		4,610,039.00
St. And	rew West Central		(26,506,644.00)
Pot Hole a	nd Patch Repair (St.		30,000,000.00

Office of the Contractor General Page **223** of **485**



Andrew)	(612,000.00)
Trelawny Northern	(10,960,732.00)
Trelawny Southern	(10,900,102,000)
Pot-Hole and Patch Repair (Trelawny)	4,000,000.00
General Contingency	(13,000,000.00)
Total Variations	24,114,004.70



<u>The Road Patching Component of the Island-wide Mitigation (Drain Cleaning and De-</u> <u>Bushing) Programme</u>

During the course of its Investigation, the OCG noted a Jamaica Gleaner Online article which was published on January 17, 2017, and entitled "*Big Jump In Cost Of Debushing Programme-NWA To Face Heat Over New \$800m Budget*". The referenced article indicated, *inter alia*, that:

"The Public Administration and Appropriations Committee (PAAC) is going through the revised budget and has been questioning why \$200 million more has been allocated for road patching, which the committee argued last week was supposed to have been covered by the \$606 million, based on pronouncements from Prime Minister Andrew Holness."¹⁰²

In this regard, the OCG sought to ascertain from the NWA by way of requisition dated June 7, 2017, *inter alia* the following:

"1. Please confirm whether a revised budget was approved with respect to the island-wide de-bushing and drain cleaning programme that is being implemented by the NWA. In the event that your response is in the affirmative, please indicate the basis upon which the budget was revised and approved.

...

¹⁰² Jamaica Gleaner Online article which was published on January 17, 2017 and entitled "Big Jump In Cost Of Debushing Programme-NWA To Face Heat Over New \$800m Budget".



2. Please confirm whether the budget for the referenced programme was increased from \$606 million to \$800 million. If yes, please indicate whether the additional \$200 million was earmarked for road patching exercises. In the event that the stated amount was not earmarked for road patching exercises, please indicate, by way of an Executive Summary, the manner in which the \$200 million was or will be utilised..."¹⁰³

In response to the abovementioned Requisition, Mr. Earl Patterson, Senior Director, Project Implementation, NWA, stated, *inter alia*, the following:

"The Mitigation Programme had a budget of \$606m.

<u>The GoJ through the Ministry of Economic</u> <u>Growth and Job Creation provided funding for</u> <u>another Mitigation Programme funded jointly by</u> <u>the RMF and TEF in the amount of \$250m.</u>¹⁰⁴ (OCG Emphasis)

Mr. Patterson further stated that:

"...to the best of my knowledge information and belief a separate programme was

Office of the Contractor General Page **226** of **485**

¹⁰³ OCG Requisition dated June 7, 2017, Mr. Earl Patterson, Senior Director, Project Implementation, NWA. Questions 1 and 2

¹⁰⁴ Response of Mr. Earl Patterson, Senior Director, Project Implementation, NWA, dated June 9, 2017. Response # 1.



developed with funding from RMF and TEF. <u>This was implemented in two phases, one of</u> <u>the phases included patching</u>^{", 105}

In support of the abovementioned assertions, Mr. Patterson, provided the OCG with a copy of a letter dated December 7, 2016, which was sent by Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation to Mr. Clement Watson, Executive Director, Road Maintenance Fund, which stated, *inter alia*, the following:

"This correspondence serves to confirm request for the Road Maintenance Fund to provide Jamaican ... One Hundred Million Dollars (\$100,000,000.00) to the National Works Agency (NWA) towards the continuation...the urgently needed island wide mitigation works."¹⁰⁶

Mr. Patterson also provided the OCG with a copy of the Commitment letter dated December 15, 2016, which was directed to Mr. Everton G. Hunter and which was executed by Mr. Clyde Harrison, Executive Director, Tourism Enhancement Fund, on even date, indicating, *inter alia*, the following:

"RE: FUNDING SUPPORT FOR EXECUTION OF THE WINTER TOURIST SEASON ISLANDWIDE MAINTENANCE PROGRAMME 2016"

Office of the Contractor General Page **227** of **485**

 ¹⁰⁵ Response of Mr. Earl Patterson, Senior Director, Project Implementation, NWA, dated June 9, 2017. Response # 2.
 ¹⁰⁶ Letter dated December 7, 2016, from Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation to Mr. Clement Watson, Executive Director, Road Maintenance Fund, and copied to Mr. Alexander Johnson and Mr. Everton G. Hunter.



We are pleased to advised that your application for additional funding for the captioned project has been approved. The offer will take the form of a grant and is subject to the terms and conditions outlined below:

Project Name: Winter Tourist Season Islandwide Maintenance Programme 2016

Project Manager/

Project Beneficiary: National Works Agency (NWA)

Commitment: JM\$150,000,000

Project Purpose: Funding is being provided to facilitate beautification and maintenance works island [sic] in preparation of the Winter Tourist Season 2016. Same is being done to ensure enhanced visitor experience.

Special Condition: The NWA will seek the approval of the Ministry of Finance and planning if required, as it relates to the expenditure of funds under this grant funding agreement... "¹⁰⁷

¹⁰⁷ Commitment letter dated December 15, 2016, which was directed to Mr. Everton G. Hunter and which was executed by Mr. Clyde Harrison, Executive Director, Tourism Enhancement Fund.

Office of the Contractor General Page **228** of **485**



By way of letter dated January 26, 2017, the NWA sought the approval of the Ministry of Economic Growth and Job Creation in order to apply the residual funds from the Christmas Works Programme for the "*implementation of the constituency based J\$1 million drain cleaning and J\$2 million patching programme*". The referenced letter was under the signature of Mr. E. G. Hunter and addressed to Mrs. Audrey Sewell, stated, *inter alia*, the following:

"Re: Island wide Mitigation Programme and Christmas Works Programme

Based on our most recent audit of the Islandwide Mitigation programme, and the Christmas Works Programme, jointly financed by Routine Maintenance Fund and Tourism Enhancement Fund that commenced in November 2016 and December 2016 respectively, the residual balances are as highlighted in the Table below:

PROGRAMME	BUDGET	ALLOCATION/ CERTIFIED	BALANCE
TEF/RMF Mitigation Programme	i 250,000.000.00	145,496,000.00	104,504,000.00
National Clean Up Environmental Mitigation Programme	606,000,000.00	503,000,000.00	103,000,000.00
TOTAL			207,504,000.00

It is our understanding that these residual funds will be applied towards the implementation of the

...

Office of the Contractor General Page **229** of **485**



constituency based J\$1 million drain cleaning and J\$2 million patching programme announced by the Most Hon. Prime Minister in his letter to Members of the House of Representatives. The aforementioned patching and drain cleaning works are estimated to cost J\$189 million, the balance will be held for contingency.

Subject to the Ministry's non-objection, the Agency will commence these works starting the end of January 2017..." ¹⁰⁸

By way of a letter dated February 6, 2017, Mrs. Audrey Sewell, offered 'no objection' to the NWA's utilization of the remaining \$207,504,000.00 to undertake the programme. The mentioned letter which was addressed to Mr. Everton G. Hunter stated, inter *alia*, the following:

"Re: Use of the Balances from the Islandwide Mitigation Programme and Christmas Works Programme

The Ministry hereby gives its 'no objection' to the National Works Agency applying the balance of \$207,504,000.00 from the Islandwide Mitigation Programme and Christmas Works Programme towards the implementation of the Constituency

...

Office of the Contractor General Page **230** of **485**

¹⁰⁸ Letter dated January 26, 2017, from Mr. Everton G. Hunter to Mrs. Audrey V. Sewell, Permanent Secretary, Ministry of Economic Growth and Job Creation.



Based \$1M Drain Cleaning and J\$2M Patching programme."¹⁰⁹

Mr. Patterson also provided the OCG with a table entitled "*Special Drain Cleaning and Debushing Works for December 2016 Funded by RMF&TEF Allocation to Constituencies*" which indicates the funds allocated and expended with respect to the RMF and TEF component of the programme. Based on the referenced information, the OCG has constructed the following table which summarises the information in the abovementioned document:

Office of the Contractor General Page **231** of **485**

¹⁰⁹ Letter dated February 6, 2017, from Mrs. Audrey Sewell, Permanent Secretary, Ministry of Economic Growth to Mr. Everton G. Hunter, CEO, NWA.



Table 25

NWA Regions	No. of	TEF/RMF Allocation	Expenditure to Date
	Constituencies	(\$)	(\$)
NWA North East	14	19,250,000.00	10,058,708.00
Region			
NWA South Region	28	30,750,000.00	15,098,391.00
NWA South East	12	64,400,000.00	33,870,287.60
Region			
NWA Western	None seen	25,500,000.00	12,533,376.96
Region			
Sub-Total		139,900,000.00	
NWA Fees (4%)		5,596,000.00	
Total	54	145,496,000.00	71,560,763.56

The OCG was also provided with copies of documents entitled '*PROJECT INCEPTION NOTIFICATION*', which sought to support the foregoing assertions which were made by the NWA. The OCG, in its presentation of the information which is presented in the aforementioned documents compiled the following table:

Office of the Contractor General Page **232** of **485**



Table 26

	PRO	JECT INCEPTION	NOTIFICATION	
	Road Mainten	ance Fund-Routine N	Maintenance F/Y 2016/2	017
Rec.	Date	Region	NWA'S	Approved
No			Appointed	Allocation (\$)
			Project	
			Leader	
1	December 12, 2016	North Eastern	Devon Lilly	20,020,000.00
2	December 12, 2016	South	Denton Moore	31,980,000.00
3	December 12,	Western	Damian	26,520,000.00
	2016		Townsend	
4	December 12,	South Eastern	Sadiq	22,256,000.
	2016		Mahabeer	00
5	December 12,	South Eastern	Sadiq Mahabeer	44,720,000.00
	2016			
	Total			145,496,000.00

Contact Made with People's National Party Members of Parliament for the Road Patching Component of the Programme

Mr. Duane Thompson, Project Manager, Construction Solutions, on February 2, 2017, indicated that he made contacted with several People's National Party (PNP) Members of Parliament (MPs) pertaining to the road patching component of the programme. During the course of a hearing which was held on February 2, 2017, the following, *inter alia*, was stated:

"Q.	Where is it that you supervise?
А.	I didn't supervise.
Q.	What you did?

Office of the Contractor General Page **233** of **485**



<i>A</i> .	I made links to get Members of
	Parliament, a few of them.
Q.	Which ones?
<i>A</i> .	<u>MrDr. Green, Dr. Guy, Mrs.</u>
	<u>Headley, Neita Headley, Mr. Fagan,</u>
	<u>Mr. Jackson, Mr. Pickersgill and Mr.</u>
	<u>Campbell.</u>
Q.	Which Campbell is this.
<i>A</i> .	<u>I think is Leslie</u>
Q.	And how you made links with them?
Α.	Via Telephone.
Q.	<u>And why did you make links with</u>
	<u>them</u> ?
Α.	To start the in order to initiate the
	patching aspect of the contract.
Q.	And just to be direct, somebody gave
	you instructions to contact them?
Α.	My superior, Mr. Taylor.
Q.	Mr. Vincent Taylor?
Α.	Yes." ¹¹⁰

Mr. Thompson further indicated that:

"A. <u>He told me that I'm to call these</u> <u>Members of Parliament re the \$2</u> <u>million per constituency. He told me</u> <u>the name of the constituency, the road</u>

¹¹⁰ Transcript of proceeding dated February 2, 2017, concerning Mr. Duane Thompson. Page 9.

Office of the Contractor General Page **234** of **485**



and the name of the Members of *Parliament*.

	•••
Q.	No, I am just talking about that rate
	you have there in terms \$2000.00, Mr.
	Taylor told you that it was \$2000.00
	per square metre?
А.	Yes, he gave me that figure.
А.	So this is Bobby Pickersgille
	[sic]The next is Central, St.
	Catherine, Babsy Grange, Spanish
	Town to Bog Walk. Thirdly, St.
	Catherine, Southwest, I have S.W.A.,
	Dr. Wheatley and that is Spanish Town
	to Bamboo. East Central, Terrelonge,
	road to be named.
Q.	Which Terrelonge is that?
Q. A.	So, East Central, Terrelonge, road to
л.	
	be named. North Central, St. Catherine,
	Natalie Neita-Headley, Bog Walk to
	Fletchers Avenue,North East, St.
	Catherine, but after he gave me some of
	the names I, when I got the numbers I
	just put it wherever.
<i>Q</i> .	<i>Okay</i> . " ¹¹¹

¹¹¹ Transcript of Proceedings dated February 2, 2017, concerning Mr. Duane Thompson. Pages 13-15.

Office of the Contractor General Page **235** of **485**



Mr. Thompson also advised the OCG that Mr. Taylor instructed him to contact certain People's National Party Members of Parliament, but did not provide him with their telephone number. Mr. Thompson added that Mr. Robert Pickersgill provided him with all the numbers with the exception of Mr. Leslie Campbell, MP, whose number was provided by one 'Mr. Fisher', a contractor known to Mr. Thompson.¹¹²

The Members of Parliament which Mr. Thompson referenced above are as follows:

Table 27¹¹³

Rec. No.	Name	Constituency	Road
1	Mr. Leslie Campbell	North East St. Catherine	Vanity Fair, Tavern Hill
2	Ms. Denise Daly	St. Catherine Eastern	Spanish Town to Port Henderson
3	Mr. Collin Fagan	South East St. Catherine	Waterford to Bayside
4	Mr. Fitz Jackson	St. Catherine South	Tamarind Farm to Naggo Head

Notwithstanding the fact that abovementioned People's National Party MP's were stated to have been contacted with respect to the road patching component of the programme, Mr. Thompson advised the OCG that "...no work took place in St. Catherine, but work took place in St. Mary".¹¹⁴ (OCG Emphasis)

¹¹² Transcript of Proceedings dated February 2, 2017, concerning Mr. Duane Thompson. Page 17.

¹¹³ Transcript of Proceedings dated February 2, 2017, concerning Mr. Duane Thompson. Page 16.

¹¹⁴ Transcript of Proceedings dated February 2, 2017, concerning Mr. Duane Thompson. Page 22.



<u>Allegations Made by Mr. Vincent Taylor Concerning the Involvement of Cabinet Ministers</u> <u>and/or Members of Parliament in the Execution of the Island-wide Mitigation (De-Bushing</u> <u>and Drain Cleaning) Programme</u>

In the conduct of hearings convened by the OCG, pursuant to <u>Section 18 of the Contractor</u> <u>General Act</u>, Mr. Vincent Taylor, Managing Director, Construction Solutions Ltd. disclosed and/or made several allegations in relation to the execution of the Island-wide Mitigation (De-Bushing and Drain Cleaning) Programme. Mr. Taylor advised the OCG that the programme was implemented through the involvement of certain Members of Parliament.

The Involvement of the Honourable Clifford Everald Warmington, MP

In relation to the execution of the captioned programme, Mr. Vincent Taylor indicated that the Hon. Clifford Everald Warmington, MP, Minister of State in the Office of the Prime Minister with responsibility for Works 'suggested' that he make contact with several Members of Parliament in this regard.

During the course of a hearing convened by the OCG on December 20, 2016 with Mr. Taylor, the following *inter alia*, was disclosed:

- "A: In terms of the drain cleaning, we used our own equipment and we hired equipment in certain areas. As far as bushing is concerned it is done through the MP and the community.
- Q: So you span three parishes. <u>So for all three</u> parishes you contacted the MP in all parishes? A: Yes.
- Ministry of Economic Growth and Job Creation National Works Agency



- Q: And who were the three MP's [sic] that you contacted?
- A: <u>Well, in St. Ann, Shahine Robinson, in St.</u> <u>Mary, Bobby Montague, and in St.</u> <u>Catherine, Dr. Andrew Wheatley.</u>
- Q: So, no P.N.P. MP was contacted?
- A: Well, they in turn get in touch with the P.N.P. MPs.
- Q: ...the three MP's you just named...from the Jamaica Labour Party, you contacted them personally?
- A: Yes, sir.
- Q: Did you personally contact any members from the People's National Party?
- A: No.
- *Q:* Is there a reason why you did it that way?
- A: Yes, <u>I was instructed to contact those</u> <u>persons</u> - -
- *Q:* <u>*By whom?...*</u>
- A: ...The Minister.
- Q: <u>And that is Minister - which Minister is</u> <u>this?</u>
- A: <u>Minister Warmington.</u>"
- Q: In terms of the three Members of Parliament you contacted, Mrs. Shahine Robinson, Mr. Robert Montague and mister - - Dr. Andrew Wheatley, they then gave you the names of the persons who you should hire?



- A: No.
- *Q:* <u>So when you contacted - what you</u> <u>contacted them and told them</u>?
- A: <u>Well, I told them that we have these works</u> to carry out and it is bushing and drain cleaning, it was mainly bushing at the time, because the drain cleaning came on later. The significant portion of the work at the time was bushing and normally how we do bushing is to contact the Member of Parliament, who in turn would mobilize the constituency and the locality.

...Normally when we are contracted to work in any particular area, we contact the Member of Parliament.

- *Q:* ...But before you were able to contact them *Mr.* Warmington made contact with you?
- A: No.
- *Q*: *What happened?*
- A: I spoke to him, I happen to be speaking to him.
- Q: Yes.
- A: And the discussion came up and we talked about starting the work.
- Q: Tell me exactly what he said from your recollection, sir?



A:	Well, he said, for St. Ann, you can talk to
	Shahine, for St. Catherine 'Doc', 'Doc'
	used to be a Mayor, he knows the inter-
	land very well, he knows the Councillors,
	he knows the parish very well, he is a good
	person for St. Catherine. In St. Mary,
	Bobby Montague is a good point man, he
	used to be the Mayor and he knows the
	parish well, he relates well to everybody in
	<i>St. Mary, speak to him.</i> " ¹¹⁵ (OCG Emphasis)

The OCG notes that during the course of the same hearing, Mr. Vincent Taylor provided the Contractor General with different statements as it regards whether Mr. Warmington had suggested or instructed him to contact the mentioned Members of Parliament in respect of the Island-wide Mitigation (Drain Cleaning and De-bushing) Programme. Mr. Taylor, stated, *inter alia*, as follows:

"A: <u>Mr. Warmington didn't really give</u> <u>me any instructions per say, if I</u> <u>remember correctly, it was really in</u> <u>an effort to see how best we can get</u> <u>this work done.</u>

> ...I don't want to give the impression that the Minister instructed me.

...

Office of the Contractor General Page **240** of **485**

¹¹⁵ Transcript of hearing involving Mr. Vincent Taylor held on December 20, 2016. Pages 34-38, 42-43.



I spoke to him, I happen to be speaking to him. Q: Yes. A: And the discussion came up and we talked about starting the work. Q. Yes. A. <u>By talking he suggested, he suggest-</u> .^{"116} (OCG Emphasis)

At this juncture, the OCG highlights that in describing the actions of Mr. Warmington, Mr. Vincent Taylor opted to use the term 'suggest' after he had indicated that Mr. Warmington had 'instructed' him to contact the Members of Parliament to implement the referenced programme.

By way of a hearing convened on January 16, 2017, the OCG posed the referenced allegations made by Mr. Taylor to the Hon. Clifford Everald Warmington, MP. In response, Mr. Warmington stated, *inter alia*, the following:

"MR. WARMINGTON: <u>One, I did not</u> <u>instruct Mr. Taylor,</u> <u>and two, It says</u> <u>minister, I did not</u> <u>speak to Mr. Taylor</u> <u>in the capacity as</u> <u>minister.</u>

...

Office of the Contractor General Page **241** of **485**

¹¹⁶ Transcript of hearing held on December 20, 2016 involving Mr. Vincent Taylor. Pages 38-43.



MR. DIRK HARRISON: ...did you give him instructions in respect of contracting these three named Members of **Parliament?** MR. WARMINGTON: And I say no, I did <u>not instruct</u> Mr. Taylor to do anything.

...

...

...I wouldn't tell him say go mek them find it for you or whatever, I expect him to contact the senior person who can point him to who to speak within each parish.

The only contact I have with Mr. Taylor, when he came and asked for suggestion. My involvement ended right there. <u>He came</u> to my office and <u>asked me, and I made</u> <u>a suggestion, I have</u>

Office of the Contractor General Page **242** of **485**



nothing to do with Mr. Taylor or anyone else as it relates to work or any part of the administration of the project. My input end right there, I have nothing more to do with it. I find it strange that he is a contractor and has nothing to do with He contracts. mentioned that he had four people working in the field for him. ...

...no one contacted you to ask you? No, they don't, <u>because in South-</u> West St. Catherine, I do not get involved in routine maintenance. I do not get involved in patching. I do not get involved in construction. I do not get involved in

Office of the Contractor General Page **243** of **485**

MR. DIRK HARRISON:

MR. WARMINGTON:



anything that has to do with work within the constituency. The <u>National</u> **Works** Agency, or any <u>agency fo</u>r that matter, or contractor, who has work, you go do your work, because you going to find people to work... And my modus operandi there, is that I don't represent the Jamaica Labour Party, I represent the people of South-West S. Catherine. And it doesn't matter to me one way or the other who is employed as long as the person is from the constituency, so I <u>don't labour myself</u> to <u>waste time to</u> discuss routine maintenance or any of those stuff with

Office of the Contractor General Page **244** of **485**



	contractors or
	agencies, no offence,
	<u>I don'tI don't get</u>
	to that level.
MR. DIRK HARRISON:	That means that at
	<u>no time whatsoever</u>
	<u>did you select</u>
	contractors or
	subcontractors to do
	work in South-[West]
	<u>St. Catherine?</u>
MR. WARMINGTON:	<u>No, I did not,</u>
	whether the 600
	<u>million project, I</u>
	<u>don't get involved at</u>
	that level and this,
	this is why I am there
	<u>for 47 years</u> "

The Involvement of Dr. the Hon. Andrew Wheatley, MP

Having regard to the representations which were made by Mr. Taylor during his appearance before the Contractor General, Mr. Taylor identified Dr. the Hon. Andrew Wheatley, MP, Minister of Science, Energy and Technology, as one of the Members of Parliament that he

Office of the Contractor General Page **245** of **485**

¹¹⁷ Transcript of hearing involving the Hon. Clifford Everald Warmington held on January 16, 2017. Pages 8-40.



contacted in the process of executing the subject programme. In the course of the hearing which was held on December 20, 2016, Mr. Taylor, indicated, *inter alia*, as follows:

"A:	I spoke to Dr. Wheatley first and he was
	sharp, he knew, he knew all the contacts.
	Some of the persons he called in front of
	my face, others he contacted

- Q: So you spoke to him in person?
- A: <u>I spoke to him in person, yes, and he made</u> contacts.
- A: So the persons he contacted, you have a list of those persons, the names of those persons that he - - Dr. Wheatley contacted?
- A: <u>I don't think so, because these persons that</u> <u>I have listed here, are the persons who</u> <u>were paid to pay the workers, but they are</u> <u>not necessarily, they are not necessarily the</u> <u>persons who were contacted to organize the</u> <u>work.</u>
- Q: <u>You have listed most of them as</u> <u>facilitators?</u>
- A: <u>Yes, sir.</u>
- *Q*: ...Did Dr. Wheatley give you a list of the persons that he called in your presence?
- A: No, sir.
- Q: The persons that he called in your presence, did you make contact with those persons subsequently?
- A: No, sir.



- Q: ...In your presence Dr. Wheatley made some calls, you could not hear the conversations, you could hear what was being said to the persons he was speaking to?
- A: Yes.
 - ...

...

- *Q: He made the calls based on something you said to him?*
- A: Yes, sir.
- *Q:* And you told him what?
- A: Told him that we have this work to start in St. Catherine and ammm, and we wanted to get his help to start it.
- *Q*: And you wanted his help to do what, to provide what?
- A: To provide the - to make the link between ourselves and the community and the work... 'Cause normally we can't enter any area or any community without making contact with the Member of Parliament...we need their help as well, because you have to know persons to get the work done, you have to make sure that - -
- *Q*: *You hire the right people?*
- A: Yes, you have to hire the right people.
- Q: Because if you hire the wrong people, because of politics no work caan gwaan. The wrong people get the work and that is



what we getting to where the political culture, if you don't speak to you Member of Parliament and you hire the wrong persons, then the Member of Parliament - -

- A: You get into trouble with persons on the ground as well.
- *Q:* And that's security and that just means that the work may be delayed?
- A: Yes.
 - •••
- Q: ...So having spoken to Dr. Wheatley, he having made the calls in your presence, you being present and could hear what he was saying, you could not hear what the other person was saying, that having been done, what happened next, how many calls did he make, sir?
- A: <u>Maybe one or two, and I think, he would</u> <u>have been speaking to persons in his</u> <u>constituency.</u>
- Q: Why you think so?
- A: <u>Because I heard one of the names that he</u> called.
- A: Which is who?
- Q: <u>He called one of his Councillors.</u>
- A: Which one?
- Q: Jennifer.
- Q: Jennifer, who?
- A: <u>Her name is Jennifer Hall.</u>



Q:	For St. Catherine all you did is [speak] to
	the MP and work just started itself and do,
	<u>you don't have no other part you play</u> ?

- A: <u>No</u>.
 - ...
- Q: So how much money you have gotten so from the N.W.A.?
- A: Probably about \$70 million.
- Q: \$70 million. So - and all you do for St. Catherine - - well, let me say it, is it the same thing you do for St. Mary and St. Ann, you just talk to the MP, that's all you do?
- A: Yes, as far as the bushing is concerned, yes.
- Q: So for the bushing, you speak to them, you left it up to them to find the persons?
- A: <u>Yes.</u>
- Q: <u>And then you don't do nothing else?</u>
- A: <u>We supervise.</u>
- Q: <u>Supervise the workers</u>?
- A: <u>Yes.</u> "¹¹⁸ (OCG Emphasis)

Further, in a hearing which was convened by the OCG on January 5, 2017, Mr. Vincent Taylor advised the Office that in addition to the works being mobilized by the Members of Parliament, the Members of Parliament also indicated to whom cheques were to be made payable, the amounts in which the cheques should be written and the manner in which same was to be apportioned. In this regard, Mr. Taylor, *inter alia*, provided the following information:

¹¹⁸ Transcript of hearing involving Mr. Vincent Taylor held on December 20, 2016. Pages 44-45, 48-53.



- "A: It is not uncommon for - this practice is not by no means uncommon. It is something - -
- Q: What practice is that?
- A: <u>Of, ammm, the Member of Parliament, the</u> political representative mobilizing the community to do the bushing.
- Q: Okay, and I won't disagree with you.
- A: <u>So, it is on that basis that we approached</u> <u>the Member of Parliament to mobilize his</u> <u>community or to have a Member of</u> <u>Parliament mobilize his community to have</u> the work done.
- Q: ...as to how the workers were paid, who paid them, how one knows how much to pay them, those are the things that I am trying to get down to?
- A: Well, those arrangements are made at the community level, based -
- Q: ..<u>Are you aware, you gave me the name of</u> <u>the facilitators that you got from the</u> <u>Members of Parliament, do you know how</u> <u>these persons were chosen as facilitators,</u> <u>or did you play any part in their selection?</u>
- A: <u>No, sir.</u>
- Q: The funds that were used to pay them, do you know - - where did those funds come from to pay the facilitators, to pay the workers in the community, you understand



that. The money the facilitators got to pay the workers, who did the work in the community, where did the facilitators get that money?

- A: From our company.
- Q: From your company?
- A: <u>Yes, sir.</u>
- Q: <u>And the facilitators asked you directly or</u> <u>they went through the Members of</u> <u>Parliament, who then asked you, you</u> understand me?
- A: <u>Yes, sir. At no time did I speak to the</u> facilitators.
- Q: <u>So who spoke to them, because the</u> <u>facilitators got the money from your</u> <u>company, how did they get it and where did</u> <u>they get the money.</u>
- A: <u>They came to the office and picked up the</u> <u>cheque.</u>
- Q: So a cheque was prepared by your office?
- A: <u>Yes, or we did wire transfer.</u>
- Q: <u>Now, the cheques that was prepared by</u> your office, or the wire transfers that were done by your office, how did you know to [whom] to make the cheques and to [whom] to make the wire transfers?
- A: <u>That information was provided to us by the</u> <u>Member of Parliament</u>.



- Q: <u>Was that information provided by all</u> <u>Members of Parliament?</u>
- A: <u>All Members of Parliament that we</u> communicated with, in order to prepare payment.
- Q: ...which Members of Parliament communicated the information to you? Did Mr. Wheatley communicate that to you?
- A: Yes, he did, sir.

. . .

- Q: Did he communicate in terms of who and the amounts?
- A: Well, I know, I - yes.
- Q: <u>How did he communicate it to you, by</u> <u>email, by letter, by some electronic means,</u> <u>what is the means that he communicated it</u> <u>to you?</u>
- A: <u>Verbally, by phone.</u>
- Q: Now, on each occasion the amounts that he gave you and the names, you made notes of these particulars, meaning that he spoke to you over the phone, or landline and mobile line, so he gave you information that would go on a cheque or payment, so you took the particulars, meaning the persons name, the amount and the bank account or so, correct?
- A: <u>Yes.</u>



- Q. <u>He gave you all these particulars, bank</u> <u>account details, persons name and</u> amount?
- A: <u>Yes.</u>
- Q: ...Is it only one occasion or more than one occasion that Dr. Wheatley gave you the over the telephone details of the persons who should be paid. How much they should be paid and bank account details?
- A: You are kind of saying two things.
- Q: <u>Let me start - go ahead.</u>
- A: <u>You are speaking about a claim that I</u> made to the N.W.A as oppose to how persons who worked were paid?
- Q: <u>No. What I was trying to do was to give it</u> <u>some context. Let me start again. I was just</u> <u>trying to find out if it is one occasion that</u> <u>Dr. Wheatley gave you the particulars of</u> <u>the persons to be paid and the amounts,</u> <u>that is what I'm asking.</u>
- A: <u>It wasn't Dr. Wheatley alone, you know.</u>

<u>It is more than one.</u>

Q: Okay. And the payments that you made you already said they were in cheques or by wire transfers, is it more than one occasion also that Dr. Wheatley gave you the amounts to be paid?



- A: <u>Yes, sir.</u>
- Q: Is it more than one occasion also that Dr. Wheatley gave you the amounts to be paid?
- A: <u>Yes, sir.</u>
- Q: <u>Is it more than one occasion that Dr.</u> <u>Wheatley gave you account details of the</u> <u>persons to be paid?</u>
- A: <u>Dr. Wheatley didn't provide me with any</u> account details, it didn't occur in his area.
- Q: ...Dr. Wheatley tell you how to apportion it and to who to apportion it to?
- A: <u>Yes.</u>
- Q: <u>How did you know how to apportion -</u> <u>how did you apportion to the facilitators in</u> <u>Mr. Warmington's area?</u>
- A: I got that information from Dr. Wheatley.
- Q: Why you asked Dr. Wheatley to - why did you rely on information from Dr. Wheatley for Mr. Warmington's area?
- A: Because <u>Dr. Wheatley was our contact</u> person for St. Catherine, so he related to the other Members of Parliament and spoke to me.
- Q: ...You said Mr. Wheatley was the point person and you contacted - - he was the point person for St. Catherine, that's Mr.



Wheatley, so you contacted him, Mr. Wheatley, in respect of facilitators for Mr. Warmington, you said that earlier?

A: Yes.

Q: Was Mr. Wheatley the point person for Minister Shahine Robinson also?
A: No, sir.¹¹⁹ (OCG Emphasis)

Contrastingly, one of the facilitators listed by Mr. Taylor on the document earlier referenced as 'Exhibit VT1', Mr. Richard Rogers, Rogers Land Development Ltd. informed the OCG that he did not have any discussion with Minister Wheatley in relation to the execution of works and the selection of contractors in this regard. By way of a hearing convened with the OCG on April 4, 2017, Mr. Richard Rogers stated, *inter alia*, as follows:

- "Q: When you went in these two areas, Bamboo and Worthy Park and Spanish Town and Bamboo did the NWA representative, did he only speak to verifying that work was satisfactorily done or was any money discussed?
- A: No.
- Q: You know Mr Roosevelt [sic] Valentine or Mr Marlon Hayes [sic]? They are persons who Mr Vincent Taylor said he had working in the areas as supervisors, Mr Roosevelt Valentine or Mr Marlon Hayes. <u>Did you at</u> <u>any time have any discussion with the</u>

¹¹⁹ Transcript of hearing involving Mr. Vincent Taylor held on January 5, 2017. Pages 11-22, 35.



<u>Member of Parliament for Western Saint</u> <u>Catherine in terms of persons to be hired to</u> do work?

- A: <u>No.</u>
- Q: <u>And the areas you worked in, did you have</u> <u>any discussion with any Member of</u> <u>Parliament in respect of work to be done</u> <u>and persons hired?</u>

A: <u>No.</u>

Q: <u>And at any time during the course of the</u> work that was to be done, or before it was to be done, did any Member of Parliament contact you in respect of the work to be <u>done?</u> A: <u>No.</u>"¹²⁰ (OCG Emphasis)

In response to the allegations made by Mr. Taylor, the Hon. Dr. Andrew Wheatley, MP, advised the OCG that he did not recommend persons for the performance of the referenced bushing and drain cleaning works. By way of a hearing held on January 17, 2017. Minister Wheatley provided, *inter alia*, the following information:

"CHAIRMAN:	Did you recommend Valda
	Graham?
DR WHEATLEY:	If I recommended who?
<i>Q</i> :	Valda Graham?
<i>A:</i>	No.

¹²⁰ Transcript of hearing involving Mr. Richard Rogers held on April 4, 2017. Pages 21-22.

Office of the Contractor General Page **256** of **485**

Q:	Do you know who she is?
<i>A:</i>	No.
<i>Q</i> :	Carmen Gunn, did you
	recommend Carmen Gunn.
<i>A:</i>	No.
<i>Q</i> :	Did you recommend Richard
	Rogers from Rogers
	Construction company?
<i>A:</i>	No. I don't even know Mr.
	<i>Rogers</i> . " ¹²¹

Further, during the course of a hearing held on February 7, 2017, Minister Wheatley informed the OCG of, *inter alia*, the following:

"Q:	Are you familiar with the name, Valda
	Graham?
A:	No.
Q:	Carmen Gunn?
A:	No.
<i>Q</i> :	Richard Rogers?
<i>A:</i>	No.
<i>Q</i> :	You are familiar with Roger's Construction?
<i>A:</i>	Know the name, heard the name of the
	company.
<i>Q</i> :	You are familiar with the name, Tyrone
	Robinson?
<i>A</i> :	I know the name of I know that person by
	name.

¹²¹ Transcript of hearing held on January 17, 2017 involving the Hon. Dr. Andrew Wheatley. Pages 20-21.

Office of the Contractor General Page **257** of **485**



- Q: Clancie Senior?
- A: No.

.

- Q:Anita Rambally?
- A: No.
- Q: Fabian Morris?
- A: No.
- Q: Oswald Williams?
- A: Yes.
- Q: You know that person in what capacity?
- A: Mr. Williams is a contractor that has done work in the constituency in the past, South Central, St. Catherine.
- *Q:* <u>Did you recommend him to do any work</u> <u>under this \$600 million...?</u>
- A: <u>No, no. I did not recommend anyone at all</u> <u>to do any work.</u>"
- *Q:* Dawan Beckford?
- A: No.
- Q: Richard Ferguson?
- A: Contractor General, I can just say that of all the list here I recognize Oswald Williams. "¹²² (OCG Emphasis)

Having advised the OCG that the only person he recognised was 'Oswald Williams', Dr. Wheatley further denied the allegations made by Mr. Taylor and stated that he did not provide

¹²² Transcript of hearing held on February 7, 2017 involving Dr. the Hon. Andrew Wheatley. Pages 14-15.



him with instructions as it regards payments made to facilitators. By way of a hearing held on February 7, 2017, Dr. Wheatley indicated, *inter alia*, the following:

- "Q. Now, based on 'VT1', which has been provided by Mr. Vincent Taylor, <u>he has</u> <u>indicated that, Oswald Williams, that's the</u> <u>person you say you recognized that name,</u> <u>correct?</u>
- A. <u>Yes.</u>
- Q. <u>That Oswald Williams was paid \$2 million</u> <u>in cheque and he has listed the cheque</u> <u>number and has listed them as a facilitator,</u> but further, might I direct you to, before I ask the actual question, the January 5, 2017 transcript, I am at page 12.
- *Q. The penultimate question:*

"Question: The funds that were used to pay them, do you know- where did those funds come from to pay the facilitators, to pay the workers in the community, you understand that. The money the facilitators got to pay the workers, who did work in the community, where did the facilitators get that money? Answer: From our company. Question: From your company?

Office of the Contractor General Page **259** of **485**



Answer:	Yes, sir.
Question:	And the facilitators asked you
	directly or they went through the
	Members of Parliament, who then
	asked you, you understand me?
Answer:	Yes, sir. At no time did I speak to
	the facilitators.
Question:	So who spoke to them, because the
	facilitators got the money from your
	company, how did they get it and
	where did they get the money?
Answer:	They came to the office and picked
	up the cheque.
Question:	So a cheque was prepared by your
	<i></i>
	office?
Answer:	office? Yes, or we did wire transfer.
Answer: Question:	
	Yes, or we did wire transfer.
	Yes, or we did wire transfer. Now, the cheques that was prepared
	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers
	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how
	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the
	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the
Question:	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the wire transfers?
Question:	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the wire transfers? That information was provided to us
Question: Answer:	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the wire transfers? That information was provided to us by the Member of Parliament.
Question: Answer:	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the wire transfers? That information was provided to us by the Member of Parliament. Was that information provided by
Question: Answer: Question:	Yes, or we did wire transfer. Now, the cheques that was prepared by your office, or the wire transfers that were done by your office, how did you know to who to make the cheques and to who to make the wire transfers? That information was provided to us by the Member of Parliament. Was that information provided by all Members of Parliament?



Q.	I just continue at the penultimate
	question:
"Question:	Thank you very much. So we
	starting from there, you said the
	Members of Parliament indicated to
	you to whom the cheques should be
	made payable and the amounts, and
	I am asking you, which Members of
	Parliament communicated this
	information to you? Did Mr.
	Wheatley communicate that to you?
Answer:	Yes, he did, sir.
Q.	So, I just go back, Minister, to
	Oswald Williams and just I know
	you answered already, but for the
	purposes of the record, I just need to
	repeat the question. <u>In respect of</u>
	<u>Oswald Williams, did you provided</u>
	[sic] his name and the amount to be
	paid to him to Mr. Vincent Taylor?
А.	<u>No, sir.</u> " ¹²³ (OCG Emphasis)

Further to the allegations made by Mr. Vincent Taylor, Mr. Harold Brady, Attorney-at-law representing Dr. the Hon. Andrew Wheatley, MP, challenged the referenced statements. Of note, this challenge, as expressed by Mr. Brady, was thereafter adopted by Dr. Wheatley. During the course of a hearing held on February 7, 2017, the following, *inter alia*, was disclosed:

"Q.

That Oswald Williams was

¹²³ Transcript of hearing held on February 7, 2017 involving Dr. the Hon. Andrew Wheatley. Pages 16-19.

Office of the Contractor General Page **261** of **485**



...

paid \$2 million in cheque and he has listed the cheque number and has listed them as a facilitator, but further, might I direct you to, before I ask the actual question, the January 5, 2017 transcript, I am at page 12.

I just continue at the penultimate question:

"Question: Thank you very much. So we starting from there, you said the Members of Parliament indicated to you to whom the cheques should be made payable and the amounts, and I am asking you, which Members of Parliament communicated this information to you? Did Mr. Wheatley communicate that to you?

Answer: Yes, he did, sir.

MR. H. BRADY: Did Mr. Wheatley, "Did Mr. Wheatley communicate that to you?", assuming that he got the payment. And the

. . .

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **262** of **485**

June 2017



question is, <u>we wish to</u> challenge Mr. Taylor on that statement.

MR. D. HARRISON: On page 14.

MR. H. BRADY: I don't care what he is saying before, the answer that Mr. Wheatley gave him names of persons to whom payment to be made. That is what this is about, isn't it?

MR. D. HARRISON: Correct.

MR. H. BRADY: And we are challenging Mr. Taylor on that.

MR. D. HARRISON: Okay, very well. We will make a note of that.

Might I just continue a minute before I - - might I just go to page 15 as I continue at the top of page 15. Starting at 14:

"Question: Did he communicate in terms of who and the amounts? Answer: Well, I know, I - - yes. Question: How did he communicate it to you, by email, by letter, by some electronic means, what is the means that he



communicated it to you? Answer: Verbally, by phone. Question: Verbally, by phone. Did he call you from a cell phone or was it a landline?

Answer: Both.

Question: Now, on each occasion the amounts that he gave you and the names, you made notes of these particulars, meaning that he spoke to you over the phone, or landline and mobile line, so he gave you information that would go on a cheque or payment, so you took the particulars, meaning the person's name, the amount and the bank account or so, correct?

Answer: Yes.

Question: He gave you all these particulars, bank account details, person's name and amount? Answer: Yes. Question: And other than the instance where you made

Office of the Contractor General Page **264** of **485**



your single claim, because remember you have five payments, but is only one occasion you actually made a claim, the other occasions the N.W.A. Rep. had been on the site so he was able to submit on your behalf, correct?

Answer: (No answer).

Question: It is only one occasion, I am asking you, that Minister Wheatley gave you over the telephone details of the persons who should be paid, how much they should be paid and bank account details?

Answer: You are kind of saying two things.

Question: Let me start - - go ahead.

Answer: You are speaking about a claim that I made to the N.W.A. as opposed to how persons who worked were paid? Question: No. What I was

trying to do was give it some



context. Let me start again. I was just trying to find out if it is one occasion that Dr. Wheatley gave you the particulars of the persons to be paid and the amounts, that is what I am asking?

Answer: It wasn't Dr. Wheatley alone, you know.

Question: Okay. So, I was really starting with him and I was going to each of them. I am dealing with each person one by one to ensure that when we look back at the notes we have it in an order that is sensible to me, for me to understand, but I am going to come now to the other persons. Let me repeat the question, again. Is it one occasion or more than one occasion that Dr. Wheatley gave you the names of the persons to be paid, the persons - - answer that one first, is it more than occasion, one or one

Office of the Contractor General Page **266** of **485**



occasion that he did that? Answer: It is more than one. Question: Okay. And the payments that you made you already said they were in cheques or by wire transfers, is it more than one occasion also that Dr. Wheatley gave you the amounts to be paid? Answer: Yes, sir." Q. Just pause there. Can you comment on it, or Mr. Brady you will just challenge the entire thing? MR. H. BRADY: I am challenging the entire thing. MR. D. HARRISON: What I think we can just say safely, I started reading from page 14, I believe, sorry, I started reading from page 12 and we ended at page 17, the penultimate answer, that all of that is being challenged. MR. H. BRADY: Being challenged, seriously challenged. MR. D. HARRISON: Okay. What I will do, as I indicated at the start, unfortunately, it is not



adversarial, but what I will do in the context, I will put this directly to him and on the next occasion, prior to Dr. Wheatley appearing, the transcript will be shown to you in terms of what his answer is and in that regard we can then move from there. Might I just take us to pages 20 through to 21. We could just go back a bit to give you some context before page 20. I will just advise you shortly. At the last answer on page 19:

"Answer: What we pay is based on our assessment of the value of work done on the site. What we, what we -- the information that we obtained from the MP, is first of all, information as to the payee and he may, based on how the work is done in the various communities, he may chose [sic] to utilize more than one facilitators. In some cases he may say,

Office of the Contractor General Page **268** of **485**



ammm, for community 'X', this payee, community 'Y', that payee. So, we will be able to determine, whether or not, the amount - - we may say, okay, for this general area, for this road, what we are going to pay is \$5.00, for example. Question: And did you do that?

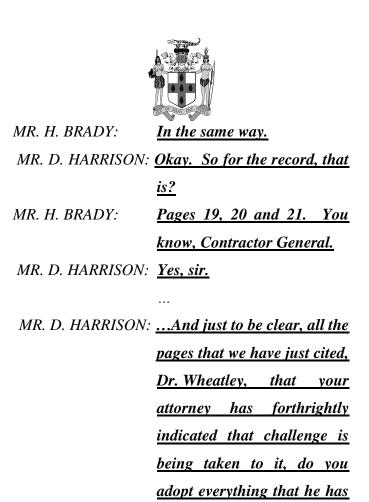
Answer: And he may say, pay two to 'X', and three to 'Y'.

•••

Question: Did Minister Wheatley do so? Answer: Yes.

...

Question:...andMinister -- Dr. Wheatley, tellyou how to apportion it andto who to apportion it to?Answer: Yes.Question: Pardon me?Answer: Yes, sir.''MR. D. HARRISON:Would you wish, Mr.Brady, to treat that as thesame thing?



said? DR. A. WHEATLEY: <u>Correct.</u>"¹²⁴ (OCG Emphasis)

Representations Made By Oswald Williams

With respect to the allegation that Dr. Wheatley instructed Mr. Vincent Taylor of the *'Facilitator'*/Sub- Contractors that were to be utilized, Mr. Oswald Williams, who was listed as a Facilitator on 'Exhibit V1', indicated, *inter alia*, the following:

"[OCG Officer]: Mr. Taylor when he appeared on January 5th advised our office that the persons who were selected as

¹²⁴ Transcript of hearing held on February 7, 2017 involving Dr. the Hon. Andrew Wheatley. Pages 16-27.

Office of the Contractor General Page **270** of **485**



facilitators, for which you were also named as a facilitator, were selected by Members of Parliaments...

	1 01 11011101115
Mr. O Williams:	I am not aware of that,
	nobody contacted me as
	MP to say I am
	recommending you, that
	may be a private business
	between him and them, I
	don't know, I wasn't part
	of that.
[OCG Officer]:	Do you know who the
	Member of Parliament is
	for the constituency in
	which the works that you
	were asked to do?
Mr. O. Williams:	Mr. Campbell
[OCG Officer]:	Mr. Who?
Mr. O. Williams:	Leslie Campbell, but I
	don't think he was
	involved in it, he never
	had any communication
	with me.

Mr. O. Williams:	He	had		no
	communic	ation	with	me

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **271** of **485**

June 2017



	on the work, none
	whatsoever.
[OCG Officer]:	Did you have any
	discussions with Member
	of Parliament, Andrew
	Wheatley?
Mr. O. Williams:	No, none whatsoever.
[OCG Officer]:	Mr. Taylor also advised us
	that he did not have any
	discussions, make any
	contact with any of the
	persons who were listed as
	facilitators and based on
	document that he provided
	and for which you have a
	copy, this is just to go back
	to what you had said that
	you spoke to Mr. Vincent
	Taylor.
Mr. O. Williams:	Hold on, I spoke to
	somebody from his office,
	who said he was Vincent
	Taylor, but I didn't look
	on him and say you are
	Mr. Taylor and I am
	Oswald Williams and you
	are that.
[OCG Officer]:	But you understood, based
	on the discussions that you

Office of the Contractor General Page **272** of **485**



	had that you were
	speaking to him?
Mr. O. Williams:	I made an assumption it
	was him because the
	person said it was him.
Q.	Okay. Right, so, I am just
	indicating that Mr. Taylor
	indicated that he made no
	contact with the
	facilitators?
А.	I have no control over
	what Mr. Taylor said.
Q.	Mr. Taylor also
	represented to us that the
	Member of Parliament
	was the person who would
	mobilise the communities
	and select the contractors,
	not the contractors, the
	persons who were to
	execute the works.
Q.	Not part of my business,
	that was not done in my
	case.
Q.	That was not done in your
	case?
А.	No, no, I did all of that, I
	am the busher.
Q.	You are the?

Office of the Contractor General Page **273** of **485**



<u>I am the busher in my</u> <u>thing, I did my own thing,</u> <u>no MP was involved in my</u> <u>work. "¹²⁵</u> (OCG Emphasis)

The Involvement of the Hon. Shahine Robinson

Α.

Mr. Vincent Taylor identified Mrs. Shahine Robinson, MP, Minister of Labour and Social Security, as one of the Members of Parliament who he had contacted in the process of executing the referenced de-bushing and drain cleaning programme. During the course of the hearing which was held on December 20, 2016, Mr. Taylor, indicated, *inter alia*, as follows:

"Q:	<u>Mrs. Shahine Robinson. She</u>						
	selected the persons, how did you						
	know when, well you went to her						
	office and spoke to her?						
<i>A:</i>	<u>I spoke to her on the telephone.</u>						
Q:	<u>And what was let me ask you,</u>						
	your expectation is that she select						
	the labourers, you just expected that						
	the day that work was to start, the						
	<u>21st, that workers would turn up</u>						
	based on whatever she said?						
A:	<u>Yes, sir</u> . " ¹²⁶						

¹²⁵ Transcript of Proceedings dated February 17, 2017, concerning Mr. Oswald Williams. Page 44-47

¹²⁶ Transcript of hearing held on December 20, 2016 involving Mr. Vincent Taylor. Page 60.



Based upon the representations made by Mr. Taylor, in addition to the selection of labourers to execute the referenced works, Mrs. Robinson was also stated to have instructed Mr. Taylor about the manner in which payment was to be apportioned to the contractors/labourer and to whom payments were to be made. By way of a hearing held on January 5, 2017, Mr. Taylor informed the OCG of, *inter alia*, the following:

"Q:	<u>Did Minister Shahine Robinson tell you</u>
	how to apportion payment?
<i>A:</i>	<u>Yes.</u>
<i>Q</i> :	Anddid Minister Shahine Robinsontell
	you how to apportion it and to who to
	apportion it to?
A:	<u>Yes</u> ." ¹²⁷

In relation to the document which is labelled 'Exhibit VT1', it was indicated that for the parish of St. Ann, 'Tyrone Robinson' and 'Clancie Senior' were selected as facilitators to execute the debushing and drain cleaning works. Mr. Taylor also informed the OCG that Mrs. Shahine Robinson provided him with the names of these persons and the allocation of funds which were to be made to these facilitators.

By way of a hearing held on January 5, 2017, Mr. Taylor indicated the following, *inter alia*, to the OCG:

"Q. <u>The cheques that were prepared to Tyrone</u> <u>Robinson and to Clancie Senior, also St.</u> <u>Ann, who told you the amounts to be paid</u> <u>to them, sir?</u>

¹²⁷ Transcript of hearing involving Mr. Vincent Taylor held on January 5, 2017. Pages 20-21.



А.	The names	were	provided	by	Mrs.
	Robinson, the	amou	nts where	deter	<u>mined</u>
	<u>by ourselves in</u>		consultatio	on	with
	<u>Mrs. Robinson</u>	<u>.</u>			

- Q. What about the N.W.A.?
- A. No, the N.W.A. played no role in this.
- Q. You have any notes of what Mrs. Robinson told you how much these persons were to be paid?
- A. She only advised - no, I don't have any written notes. She only advised based on what we determined to be the amount to be paid.
- *Q.* So, she didn't give you a different figure from what you have actually paid?
- A. No, we advised, we advised her how much is to be paid and from what area.
- *Q. And she accepted it?*

...

A. And she would say, for that area - -

And she did say that for that area the person who is going to pay the persons who work is, for example, Clancie Senior, so make that amount - - for that area make that amount payable to him, he would pay those persons."¹²⁸ (OCG Emphasis)

¹²⁸ Transcript held on January 5, 2017 involving Mr. Vincent Taylor. Pages 41-42.



In response to the allegations made by Mr. Vincent Taylor, the Hon. Shahine Robinson, MP, advised the OCG that she did not instruct Mr. Taylor as it regards the selection of contractors, labourers, facilitators for the referenced programme. By way of a hearing convened by the OCG on January 18, 2017, Minister Robinson indicated, *inter alia*, as follows:

"MR. DIRK HARRISON: ...Mr. Taylor indicated

that he made contact with you. Now, having made contact with you, one, by telephone, what exactly did he indicate to you, having contacted you, that's Mr. Taylor?

•••

Did you provide any information to him or any assistance as it relates to the selection or the recommendations?

MINISTER S. ROBINSON: <u>No.</u> MR. DIRK HARRISON: **Or**

MINISTER S. ROBINSON:

Ortherecommendationsofpersonswhocarryout the work?Out the work?No, no, no, I neverdothat. I don't getinvolved in contracts.

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **277** of **485**



I indicated to him that there were several drains along the way going into, as you cross the stop light at Priory, which, once you go out the stop light you are in North-West St. Ann, and I indicated to him that there were drains there to be cleaned. It don't matter to me whether it is my constituency or not and I said that he should have gotten to Dr. Campbell, whether he did so or not, I don't know.

Henevercommunicatedwithme about any chequeorpayment and Ican't tell you up totodayhowmanypersons have been orhave not been paid in

...

Office of the Contractor General Page **278** of **485**



•••

Ann and St. particularly St. Ann North-East.

MR. DIRK HARRISON:

For St. Ann, based on the fact as I had asked when you had given the example of Priory and drains and the contacts being made PNP with the **Members** ofParliament, I asked you the question in the context of whether or not you were the point person as it relates to contact being made through Construction **Solutions** for the parish. MINISTER S. ROBINSON: To just advise that the work would be carried out and therein ends my responsibility. I had nothing to do with giving out of bushing

Ministry of Economic Growth and Job Creation National Works Agency

Office of the Contractor General Page 279 of 485



nor the payment of bushing work done and drain cleaning.

	ana arain cleaning.
MR. DIRK HARRISON:	In terms of the
	entire parish of St.
	Ann, were you
	designated by anyone
	or self-designated the
	person to whom
	contact should be
	made for all
	constituencies in St.
	Ann as it relates to a
	contact between the
	contractor,
	Construction
	Solutions Limited,
	and the persons who
	should do work. Were
	you the point person?
MINISTER S. ROBINSON:	I was let me tell
	what, <u>Mr. Taylor,</u>
	<u>when he called me he</u>
	<u>said that he is going</u>
	to carry out bushing
	<u>work in the parish of</u>
	<u>St. Ann and in my</u>
	<u>constituency. He</u>
	would have to contact

Office of the Contractor General Page 280 of 485



me for any work to be carried out in my constituency. He would have gone to the other constituencies and established his own contacts with his supervisors. I have nothing to do with the giving out of wo<u>rk or the payment</u> to people." (OCG Emphasis)

The Hon. Shahine Robinson, MP, also denied the allegations made by Mr. Taylor, as it regards her selection of the facilitators listed on 'Exhibit VT1" and the allocation of funds made to same. By way of a hearing held on January 18, 2017, Mrs. Robinson stated, *inter alia*, the following:

"MR. DIRK HARRISON:	So what Mr. Taylor
	has indicated to us is
	that he provided this
	and indicated that the
	Members of
	Parliament for the
	different parishes
	chose the facilitators.

¹²⁹ Transcript of hearing involving the Hon. Shahine Robinson, MP, held on January 18, 2017. Pages 10-14, 48, 57-59.



So I start first with Tyrone Robinson, the second name on the list, do you know Tyrone Robinson? MINISTER S. ROBINSON: Yes. MR. DIRK HARRISON: Did you...? MINISTER S. ROBINSON: But he is not related to me, let me just clear that, I am Robinson by marriage and, two, I never gave his name, I am sure that it is the community who gave persons these two names, or I see four names here, must be the community persons. MR. DIRK HARRISON: So, for Clarice [sic] Senior you did not give Mr. Taylor that name either? MINISTER S. ROBINSON: It's Clancie Senior. MR. DIRK HARRISON: I forgot, Clancie Senior? MINISTER S. ROBINSON: Yes. MR. DIRK HARRISON: You never gave that



11

	<u>name personally to</u>
	<u>Mr</u>
MINISTER S. ROBINSON:	<u>No, no.</u>
MR. DIRK HARRISON:	<u>Or through any third</u>
	party?
MINISTER S. ROBINSON:	<u>Not through any</u>
	third party. No. It
	would be the
	<u>community</u>
	<u>people</u> " ¹³⁰
	(OCG Emphasis)

Representations made by Mr. Tyrone Robinson

The OCG sought to question Mr. Tyrone Robinson who was listed as a 'Facilitator' on the document labelled as 'Exhibit VT1'. Of note, Mr. Tyrone Robinson is the Chairman of the North East Regional Health Authority (NERHA), Director on the Board of Directors of the Tourism Product Development Co. Ltd. (TPDCo) and the Campaign Manager for the Hon. Shahine Robinson, MP. At this juncture, the OCG highlights that Mr. Robinson made contrasting statements as it regards his involvement as a facilitator in the execution of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme.

Firstly, Mr. Robinson indicated to the OCG that he was contacted by Construction Solutions Ltd. as it regards the execution of the Island-wide de-bushing and drain cleaning work programme. However, neither he nor his company executed works under the referenced programme. By way of a hearing held on June 13, 2017, Mr. Robinson, stated, *inter alia*, the following:

Office of the Contractor General Page **283** of **485**

¹³⁰ Transcript of hearing held on January 18, 2017 involving the Hon. Shahine Robinson. Pages 18-19.



- "Q. ...you are familiar with a Mr. Vincent Taylor, sir, Construction Solutions Limited?
- A. *I have never met the man.*
- Q. Never met him?
- A. No. Never met the man.
- Q. <u>Has anyone from his office, Construction</u> <u>Solutions Limited, ever made contact with</u> you?
- A. <u>Yes.</u>
- Q. In about November last year?
- A. Ahm, not sure of the time, but, yes, about that.
- Q. Was it made -- was the contact from Construction Solutions made directly to you or it was through somebody from -- it was through someone else?
- A. Directly to me.
- *Q.* Who is it that made contact with you?
- A. I don't know the person's name, somebody called me from the office.
- Q. <u>And in respect of the call you received,</u> what exactly had you been, what had you been advised?
- A. <u>I was advised that I was nominated to be</u>, <u>or to be the person to help to facilitate</u> the - - some bushing work that was done.
- Q. When you say you got the call at the office, what office?
- A. My cell phone.



- Q. Do you have a - a construction business or any type business?
- A. Yes, I have businesses, quite a few businesses.
- Q. <u>That's what I am trying to understand, the</u> <u>capacity in which you would have been</u> <u>called, are you, Mr. Tyrone Robinson,</u> <u>drain cleaning and bush cleaning</u> <u>company, what exactly, what company, in</u> <u>what capacity?</u>
- A. <u>I do have a company that does</u> construction, private construction.
- Q. What company is that?
- A. <u>Ahm, Tyrob Limited.</u>
- Q. How you spell that?
- A. T-Y-R-O-B Limited.
- Q. Where is that business located?
- A. I operate from home.
- Q. What parish is that, I don't need the address?
- A. St. Ann.
- Q. <u>Now, under the - what is known as the</u> <u>600-million drain cleaning and bushing</u> <u>programme, did you receive any contracts</u> <u>under that programme?</u>
- A. <u>No.</u>
- Q. <u>Did you do any work under that</u> programme?
- A. <u>No.</u>



Q. Did any of your company do any work under that programme? *A.* <u>No.</u>^{"131} (OCG Emphasis)

Mr. Robinson also advised the OCG that he is not related to the Hon. Shahine Robinson, MP, and that as it regards the execution of the Islandwide Mitigation (De-bushing and Drain Cleaning) Programme, he was nominated by her to assist with same. By way of a hearing convened by the OCG on June 13, 2017, Mr. Robinson, indicated, *inter alia*, as follows:

- "Q. Somebody calls and ask you to facilitate, what's the basis upon which you - - well, did you accept?
- A. Yes, I did, I said I would be willing to help.
- Q. Were you offered a price?
- A. No, I was not offered a price.
- Q. So, why did you offer to -why did you accept?
- A. <u>Normally the, ahm, the Member of</u> <u>Parliament, ahm, suggested my name to</u> <u>help, because as customary they always ask</u> <u>me to assist whenever there is any work to</u> <u>be done in the area, because I know all the</u> <u>communities, I work around all the</u> <u>communities in St. Ann and I always help.</u>
- Q. You shouldn't rely on some of these social media websites, but <u>Wikipedia has you as</u> <u>the husband of Minister Shahine</u>

¹³¹ Transcript of hearing held on June 13, 2017 involving Tyrone Robinson. Pages 8-10.



Robinson, but, I have done my homework already, I know you are not married to her.

- A. I am not married to Miss Robinson, Miss Robinson is a friend of mine, somebody that I know.
- Q. <u>Is she your common law, common law</u> <u>husband and wife?</u>
- A. <u>No, she is not no common law, people have</u> <u>it all over the place that I am common law,</u> <u>we are very close friends, that's it.</u>

It is customary whenever there is any work in the area, they ask me to oversee it and make sure it is done properly or facilitate however I can help and I always do it.

- Q. And they is who? All Members of Parliament in St. Ann? All the Members of Parliament in St. Ann or you referring to Miss Shahine Robinson, who are you referring to when you say 'they'?
- A. Well, from time to time she ask me, then other Members of Parliament would have asked me before, and, you know, but she is mainly the person that would have asked me to facilitate.
- Q. Did she ask you to facilitate the drain cleaning?
- A. <u>No, she didn't ask me, the contractor said</u> <u>that she asked for me to help.</u>



Q. <u>The person who called said that Mrs.</u> <u>Shahine Robinson asked you to facilitate?</u> ... A. <u>I was nominated by the Member of</u> <u>Parliament to help</u>. "¹³² (OCG Emphasis)

The OCG also reiterates the following statements made by Mrs. Robinson in respect of her involvement in the selection of subcontractors, facilitators and labourers:

"MR. DIRK HARRISON:	Mr. Taylor
	indicated that he
	made contact with
	you. Now, having
	made contact with
	you, one, by
	telephone, what
	exactly did he
	indicate to you,
	having contacted you,
	that's Mr. Taylor?
	<u>Did you provide any</u>
	<u>information to him or</u>
	<u>any assistance as it</u>
	<u>relates to the</u>
	<u>selection or the</u>
	recommendations?

¹³² Transcript of hearing held on June 13, 2017 involving Tyrone Robinson. Pages 11-14.



MINISTER S. ROBINSON:	No.
MR. DIRK HARRISON:	Or the
	recommendations of
	persons who carry out
	the work?
MINISTER S. ROBINSON:	<u>No, no, no, I never</u>
	<u>do that. I don't get</u>
	involved in contracts.
MINISTER S. ROBINSON:	Mr. Taylor, when
	<u>he called me he said</u>
	<u>that he is going to</u>
	<u>carry out bushing</u>
	work in the parish of
	<u>St. Ann and in my</u>
	constituency. He
	would have to contact
	<u>me for any work to be</u>
	<u>carried out in my</u>
	<u>constituency. He</u>
	would have gone to
	the other
	<u>constituencies and</u>
	<u>established his own</u>
	contacts with his
	supervisors. I have
	<u>nothing to do with</u>
	<u>the giving out of</u>

Office of the Contractor General Page **289** of **485**



work or the payment to people."¹³³ (OCG Emphasis)

Further, Mr. Robinson also advised the OCG of the locations in which works were executed. However, he also informed the OCG that he was not aware of a Bill of Quantities which was prepared in this regard. By way of a hearing held on June 13, 2017, the following, *inter alia*, was disclosed:

- "Q. ...you made contact with these area leaders, you made contact with the area leaders and you made contact with them by phone or in person?
- A. Hmm, by phone.
- *Q.* And you advised them of what?
- A. That there is going to be some work done in the area and I am going to help to facilitate it.
- *Q. Meaning what?*
- A. Facilitate to make sure that it is measured up and, you know.
- Q. I don't, but when you say facilitate, you are going to tell them that you will provide the workers, you will provide the tool?
- A. No, no. They...
- Q. I am trying to understand what exactly?

¹³³ Transcript of hearing involving the Hon. Shahine Robinson, MP, held on January 18, 2017. Pages 10-14, 48, 57-59.



- A. Okay. They will provide the worker, I will do all the measurements and stuff like that and give them the idea of what it would cost.
- Q. But you didn't actually know the areas that work was done, to be done in?
- A. Well, I know the whole constituency.
- Q. <u>Were you aware that there is a BQ that</u> <u>specify the areas, rather against a</u> <u>constituency, that there are areas that work</u> <u>was to be done?</u>
- A. <u>I didn't know anything about the BQ, I just</u> know they are areas in the constituency and adjoining constituency.

it would - - must have been the contractor or the person who called me would have told me the areas, right. So the areas they told me was: Exchange, Lime Hall, St. Ann's Bay, Steer Town and Runaway Bay area...

- Q. Okay. You were campaign manager for the Honourable Mrs. Shahine Robinson?
- A. And these are people that I know very well and I work with them.
- *Q.* And they are part of the machinery?
- A. Machinery, yes.
- Q. It is not really, Mr. Robinson, all we really want, you know, everybody know, you know,



it's just that everybody 'fraid to put it on the record, is so it go, we know it.

- A. Listen, it is a machinery, the only way you can find people is if you have a machinery.
- *Q.* You contacted them and you told them that you would do measurements?
- A. I would, yes, I would do some measurement and tell them, give them an idea of the area that they need to work with.
- Q. But how you going to measure something if you don't know what to measure?
- A. Well, the thing is, I would have to measure, so I could even tell the contractor what the measurement is, when they do get back to me.
- Q. Not following that, that's why I asked you about the BQ?
- A. They didn't come with a BQ first, at all.
- Q. And that's why my question is, the BQ actually specify the areas to work and the measurements were done already, that's why I am not understanding what you are saying.
- A. That's what I am trying to remember, if the person did say to me that of the area, the area that I am looking at for the bushing.



- Q: ... I am trying to understand how you were able to tell persons or know which area leaders to contact in which areas?
- A. Yeah, I am pretty sure that they did give me something to that effect.
- Q. You made notes?
- A. I didn't make any note of it. "¹³⁴ (OCG Emphasis)

Additionally, Mr. Robinson advised the OCG that he did not execute any works in St. Catherine as indicated on the document entitled "CONSTRUCTION SOLUTIONS LIMITED DRAIN CLEANING AND BUSHING CONTRACT-NATIONAL WORKS AGENCY" and labelled 'Exhibit VT1'. During the course of a hearing held on June 13, 2017, Mr. Robinson, stated, *inter alia*, the following:

"Q. Mr. Vincent Taylor supplied to us, what is an exhibit here, VT1, he submitted to us, based on my instructions, a list of persons who were - -relationship he denotes as facilitator and he provided particulars of payments in respect of these.

•••

... He has there the second name Tyrone Robinson, contact details, two numbers you just agreed are yours, amount \$800,536, method of payment, cheque. He has the cheque number, the parish of St. Ann,

¹³⁴ Transcript of hearing held on June 13, 2017 involving Tyrone Robinson. Pages 20-26.



bushing relationship, facilitator, and cleaning of roads. Third name, same name, Tyrone Robinson, same contact details and cheque for \$57,000, cheque, the cheque number, parish, St. Ann, facilitator, bushing and drain cleaning - - and cleaning roads, I am sorry. In the middle of the page, he has Tyrone Robinson again, same exact details. Amount 3 million - - sorry, \$816,174.72, cheque, cheque number, parish, St. Catherine, facilitator, bushing and drain cleaning. You did work in St. Catherine also?

- A. <u>No.</u>
- Q. So that is an error?
- A. <u>Must be an error, I didn't do any work in</u> <u>St. Catherine.</u>
- Q. It has also, two down, Tyrone Robinson, same contact particulars, cheque again, \$816,174.72, cheque, different cheque number, the first cheque number was 1257, this is cheque number 1258, parish, St. Catherine, facilitator, bushing and cleaning roads. A second cheque for St. Catherine. You did no work in St. Catherine?
- A. No, I didn't do any work in St. Catherine.
- Q. Continue down, Tyrone Robinson, same contact details. Cheque again for \$816,174.72, cheque number 1260, <u>St.</u>



Catherine parish, facilitator, bushing and cleaning roads, also repeated no work in St. Catherine?

A. No, I did no work there.

- Q. Can you recall receiving those, what I make out to be five cheques?
- A. <u>I recall receiving five cheques, I can't</u> recall the exact figures, was somewhere in and around there.
- Q. The only areas that you did work in is what -- well, facilitated, was St. Ann?
- A. St. Ann.
 - ...
- Q. At the end of work being done which you said you, my words, that you almost sure work was done, you drove, using your car?
- A. Hmm...hmm.
- *Q. The odometer, to check the distances?*
- A. Right.
- *Q.* And having checked the distances, what did you do with that information?
- A. It was just for my record that the work was done in that area.
- *Q.* And you made a note of it?
- A. I made a note of it on the paper that, I think, I am not sure, I think so, yes. But I know I drive through and wrote down the distances, yeah.



- Q. In respect of work being satisfactorily done, what is your view in all the others?
- A. Most of the areas were well done and some of them, you know, were a little bit rough, and I tell them to go back over and...
- Q. Who had to?

...

...

...

A. I told the area leader he needs to have this done properly.

I drove through the area, if there was a problem with the, like the work not done properly, I would pick up that area leader and say, listen, this was not done properly.

- Q. Do you recall picking up any of the area leaders, having made a discovery that the work has not been done properly?
- A. I think one or two, I can't remember which one...

...I am remembering that I did not do a final measurement on it, but it was the Works Agency who went out and did the measurements. I just went out to drive to see if the work was done properly.

- Q. How you know the Works Agency went out and do it?
- A. It was, because it was done.



Q. I am going to show you a copy of the Bill of *Ouantities*. This is a Bill of Quantities separate from the contract that was signed, is for bushing and drain cleaning work, St. Catherine, St. Mary and St. Ann. I am showing you, you can look at the front and you can go to what is referred to as BQ12 after. In respect of BQ12 it says: "Bill number 12: St. Ann. Preliminary and General Items. Contractor's Superintendence and Traffic Control. \$1.9 million. Beneath under description. Cut away and remove from both sides of roadway all undergrowth, roots, silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m

above finish road surface and dispose of all debris at an approved dump site." There are areas listed from A to AM. Did you do work in - - can you just go through and tell me the areas you did work in. Go through that list for me in terms of description, if you can recall. Does this look like the piece of paper that was sent to you, sir?

- A. Ahm, no.
- Q. Just for the record, sir, you can just read them out for me, please?
- A. Okay. White River Old Road.



- *Q.* Just a minute, where is that one?
- *A*. *Q*.
- Q. White River Old Road.
- A. St. Ann's Bay Town Road.
- Q. That's R?
- A. Yes. T.
- Q. Green Park and St. Ann's Bay?
- A. Yes. U.
- Q. Hopewell to Ocho Rios?
- A. Ahm, V.
- Q. V, Newstead Bridge to White River.
- A. Ahm, AF.
- Q. Grayground to Springfield Lime Hall?
- A. Clayground.
- Q. Clayground, I am sorry, yes.
- $A. \qquad AG.$
- Q. AG, Priory to Bamboo. That's it?
- A. Some of the areas, ahm, I know them by different names, you know, so probably I wouldn't recognize the names here.
- Q. What about Runaway Bay?
- A. Runaway Bay area.
- Q. I remember you said you did work in Runaway Bay?
- A. Runaway Bay, Orange Valley.
- Q. I don't know?
- *A. AC.*
- *Q. Oh, you didn't mention it a while ago?*
- A. It is here, AC, Runaway Bay, Orange Valley.



- Q. You mentioned- -what about Exchange, where is Exchange in this, you mentioned that you did work in Exchange?
- A. I don't see anything for Exchange, I don't see anything.
- *Q.* What about Steer Town?
- A. Davis Town to Greenwich Park. Davis Town to Greenwich Park.
- *Q. Where is that?*
- A. X.
- Q. Davis Town to Greenwich Park?
- A. To Greenwich Park.
- Q. You say you did work there too, but I was asking you about...
- A. That's in Steer Town area.
- Q. That is in Steer Town area. What about Exchange?
- A. I don't see anything for Exchange here. All right, H, Golden Grove, I am almost sure that Goshen to Hopewell is in Exchange. I know them by different names, you know, I just know it as Exchange, I am looking for, if I recognize a road here from Exchange. And E, you have E.
- Q. E. You said you did work in E, Goshen to Hopewell?
- A. Yes, Goshen to Hopewell. And Blue Hole, G that is.
- *Q. G*, *Blue Hole to Goshen?*



- A. Yes. And I have H already, Hopewell to Golden Grove.
- Q. H, Hopewell to Golden Grove?
- A. Right. I don't recognize these names, but I don't see anything much for Exchange, sometimes they use different names.
- Q. ... the concern I am having here is the figures adding up. Based on my calculations this 4.1 million dollars, based on the thing that is given to us by Mr. Taylor, but based on your account, you did no work in two of the areas in St. Catherine, so even if we think about what we have as our tabulation as 4.1 million, if you take away St. Catherine, it is less than 4.1 million. When you look at the BQ now and add all these areas that you gave us E, G, H, Q, R, T, U, V, X, AC, AG and you add up the total in the amount, it doesn't add up."¹³⁵

Evidence provided to the OCG by Mr. Vincent Taylor indicated that Mr. Tyrone Robinson was a "facilitator" for the parish of St. Catherine. In this regard, the Mr. Robinson at a hearing convened by the OCG on June 21, 2017, indicated that he was not a facilitator for the parish of St. Catherine and in that regard what is stated by Mr. Taylor was brought into question. Mr. Robinson stated that he received cheques but could not confirm whether it was in relation to facilitating works in St. Catherine as stated by Mr. Taylor. The following, *inter alia*, was stated:

¹³⁵ Transcript of hearing held on June 13, 2017 involving Tyrone Robinson. Pages 30-45.



- "Q:... exhibit 1, which is VT(1), instances where your name appears under the parish of St. Catherine as a facilitator. You indicated you did no work in St. Catherine. You recall saying so, Mr. Robinson?
- A: That's correct."
 - ...
- Q: Specifically I am referring to St. Catherine only.
- A: I don't know anything about St. Catherine, sir.
- Q: So you did not receive cheques?
- A: For St. Catherine? I received cheque I don't know if - I don't know anything about St. Catherine."
- Q: Did anyone ask you to facilitate specifically from Construction Solutions to facilitate work to be undertaken in St. Catherine?
- A: No.

. . .

- Q: Your name appears also, another cheque for \$816,174.72 for St. Catherine, that Mr. Vincent Taylor said that he paid to you. He said he gave you that cheque in that amount.
- A: Well, I know that I got some cheques; I don't know I don't have any idea about St/



Catherine. I don't know anything about St. Catherine. "136

In relation to the indication by Mr. Taylor that the Hon. Shahine Robinson recommended Mr. Tyrone Robinson as a facilitator, Mr. Robinson indicated the following to the OCG:

"Q:	Who asked you to do this
	facilitation?
<i>A</i> :	I told you the last time somebody
	from the contractor – the
	contractor's office called me and
	asked me to ah, check on works to be
	done.
Q:	Did Minister Shahine Robinson ask
	you to facilitate the work that was to
	be done under the \$600 million
	bushing and drain cleaning
	programme?
<i>A:</i>	No, she did not.
<i>Q</i> :	You were asked by no Member of
	Parliament to facilitate or assist in
	relation to this work?
<i>A</i> :	No, I was not asked by the Member
	of Parliament.

¹³⁶ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Pages 4-6, 14, 47.

Office of the Contractor General Page **302** of **485**



<i>Q</i> :	It's customary that the Member of
	Parliament, Mrs. Shahine Robinson
	suggest your name to help in her
	constituency to do the work sir,?
A:	From time to time, yes.
<i>Q</i> :	Are you aware that in this case she –
~	this is one of those times that she
	asked you to assist?
A:	She didn't ask me. The contractor
	told me.
<i>Q</i> :	I will just reread that page 14 the
£.	penultimate answer:
	"I was nominated by the Member of
	Parliament to help.
<i>Q</i> :	That's why I am just taking you bak
£.	to what was said, so I am taking you
	back, remember you don't know who
	was calling?
A:	Hmmhmm.
<i>Q</i> :	But the persons said that, you said
£.	the contractor, so I am specifically
	asking, did the person who called
	say that the Member of Parliament,
	Mrs. Shahine Robinson?
A:	Hmm hmm.
71.	Please, Mr. Robinson, it is annoying.
	The caller say that Mrs. Shahine
	Robinson
	NOUIIISUII



A:

No, she didn't say Mrs. Robinson, she said that the Member of parliament said that you are the person she is asking to assist in the process. I don't remember exactly what they said, because it has been a long time and it is not something that I keep in my memory, I have so many things going on in my mind now, I don't even remember my next ...

[OCG OFFICER]: ...Can you recall of any specific incident or any specific circumstance in which you were asked by Mrs. Shahine Robinson or any other Member of Parliament to assist?

- A: Ahm, there were occasions during the Christmas time, normally Christmas time they ask me to assist with work.
- [OCG OFFICER]: And what specifically were your functions in assisting?
- A: To make sure the people get paid, that they don't – that they get paid and the work is done. [OCG OFFICER]: And you had mentioned in a

previous occasion I think



June 8, when you were here last – June 13. [OCG OFFICER]: June 13, sorry – that you are close friends with Mrs. Shahine Robinson. Yes, sure."¹³⁷

A:

A:

Mr. Robinson indicated to the OCG that he was previously unaware of the company Construction Solutions Limited prior to being engaged by them as a facilitator. In this regard, the following was indicated during the referenced hearing:

"Q:	You did not know Construction
	Solutions before you got the call $-$
<i>A</i> :	Nnnnn-
<i>Q</i> :	Construction Solutions calls you and
	asks you to facilitate; you then get
	cheques, change the cheques and just
	pay persons based on instructions
	from somebody you don't know, is
	that correct?
<i>A:</i>	Well, that would be correct. "138

Additionally, Mr. Robinson indicated the following in relation to receiving cheques from the referenced company:

> "Q: Let's move on.

Office of the Contractor General Page 305 of 485

¹³⁷ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Pages12-13, 36-37,39-40,34-35, 41-43.

¹³⁸ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Pages 58-59.



When you receive the money – the cheques from
Construction Solutions, did you sign for it?A:Ahhhm, no, I didn't sign for it.Q:They were just delivered to you or –A:Delivered to me. "139

Mr. Robinson was unable to indicate the amount of money he paid to 'area leaders' and was unable to state the sums which were still outstanding and could not state to whom monies were still owing. In this regard, Mr. Robinson stated the following:

- "A: I gave the money to the people who are the Area Leaders, let's call it the Area Leaders who would carry out the work and have the people work for them.
- Q: So who were the Area Leaders you handed different Area Leaders you handed the money to and what amount of money you handed to them?
- A: I don't remember the exact amount of money I gave to them, but there were quite a few Area Leaders that I gave the money to. I don't remember their names."
- Q: Some of which at least one you gave us, but \$800,000 you gave to one person –
- A: No, I don't think one person get that, \$800,000 as such.

¹³⁹ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Page 64.



...

...

- A: No, one person didn't get all that \$800,000.00. maybe it was like four communities that would get one of the cheque and another four community got the other cheque, whatever the community is. But no one person get \$800,000 in their hand.
- [OCG OFFICER]: I am asking giving the moneys to the Area Leaders, how were you able to ascertain that the persons who were actually doing the work actually got the moneys that they had worked for, how were you able to reconcile that?

A:

Well, these are people who – Listen, once your Area Leader have their people in their area to work, if they don't get paid then you know there is a big problem inside of the community. So, I mean, you give them the money, you can't micro manage everything, so they pay the people. They have their list of people; they have their people that they bring. I don't know those



people, individual people that they would bring on to work.

OCG OFFICER:	So you relied on the Area
	Leaders to ensure that the
	persons were paid.
<i>A</i> :	Yes.

OCG OFFICER:	Mr. Robinson, I just wanted				
	to know how, did you				
	determine how much to pay				
	to each Area Leader?				

<i>A:</i>	As I said before, when the
	cheque comes there would be
	a listing of the areas that
	were checked off by the NWA
	and these are the areas that I
	would give the money to.

- *Q: Where is that piece of paper?*
- A: I don't know.
- •••

OCG OFFICER: So, how are you able to determine the areas you have already paid and which areas have not been paid yet? Do you have any record of that?

A: I don't have any record of these things.

Q: Who are you saying gave you the cheque with the areas for which payment must be made?



- A: It was sent out to me the people from that company called me and said they are sending down the cheque, the cheque for me to pay the Area Leaders – not the Area Leaders, they didn't say Area Leaders, but the people for the work.
- Q: ...I am asking, the paper that came that's what I am referring to – indicating where payment was to be made and the areas, that came from Construction Solutions, sir?
- A: With the cheque, accompanied by the cheque.

...

...

- A: Okay. I am trying to say to you that a list of areas, the communities that is supposed to be paid was sent to me and I paid out those communities. That's all.
- Q: And that was on the letter head of Construction Solutions?
- A: Ahm, no, I don't think so, no.
- *Q:* And you don't know how much money is owed to the persons that you facilitated payment for, you don't know how much?
- A: No, I don't know.

...



A: Individual – most persons get maybe – I don't know how much they get; maybe some of them get \$2,000, \$3,000 and they weren't paid. Those are the individuals who call me. ¹⁴⁰

During the course of "*facilitating*" the execution of works in St. Ann on behalf of Construction Solutions Limited, Mr. Robinson was asked whether he encountered any supervisor from the referenced company. In this regard, Mr. Robinson indicated the following:

"Q: ...Mr. Robinson, Mr. Vincent Taylor had given evidence that he has supervisors in his areas, did you meet any of the supervisors from Construction Solutions at any time?

A: *No*. "¹⁴¹

¹⁴⁰ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Pages 44-45, 46-47, 49-50, 62-63.

¹⁴¹ Transcript of hearing convened by the OCG with Mr. Tyrone Robinson on June 21, 2017. Pages 69-70.



The Involvement of the Hon. Robert Montague

Mr. Vincent Taylor during his appearance before the Contractor General alleged that one of the Members of Parliament involved in the selection of contractors as it regards the subject debushing and drain cleaning programme was the Hon. Robert Montague, MP, Minister of National Security. During the course of a hearing held with Mr. Taylor on December 20, 2016, Mr. Taylor disclosed the following, *inter alia*:

- "Q: Same thing for St. Mary, that based on the conversation with Minister Montague, that people would just turn up to work?
- A: Yes, sir.
- Q: You spoke to him on the phone?
- A: I spoke to him in person.
- Q: Where was this?
- A: In St. Mary.
- Q: Constituency office, or somewhere else?
- A: I saw him in Gayle, St. Mary. I went to see him.
- Q: You went to see him also to speak to him about selecting the persons to work?
- A: <u>Yes, sir.</u>
- Q: <u>And you just left it up to him to select the</u> <u>amount that was needed and you just pay</u>? A: <u>Yes</u>.³¹⁴²

By way of a hearing held on January 5, 2017, Mr. Taylor extended his account of the involvement of Mr. Montague in the execution of the mentioned programme. Mr. Taylor

¹⁴² Transcript of hearing held on December 20, 2016 involving Mr. Vincent Taylor. Pages 60-61.



indicated that Mr. Montague provided the names of persons to be paid as well as their banking information. He advised the OCG, *inter alia*, of the following:

"Q:	<u>For Minister Montague did he provide</u>
	you with particulars of persons to be paid?
A:	There was only one person in the case of
	<u>St. Mary.</u>
Q:	Who provided you with the name of that
	person who was to be paid?
A:	<u>It is Minister Montague.</u>
Q:	How did he provide this information to
	you?
A:	That was by wire transfer to a company
	<u>called Wadmar.</u>
<i>Q</i> :	did the Minister Montague indicate to
	you how to apportion payment?
A:	Not in the case of Minister Montague.
Q:	did Minister Montaguetell you how to
	apportion it and to who to apportion it to?
A:	<u>Yes.</u> " ¹⁴³

In response to the allegations made by Mr. Vincent Taylor, Mr. Montague, during the course of a hearing which was convened by the OCG on February 14, 2017, informed the Office of, *inter alia*, as follows:

Office of the Contractor General Page **312** of **485**

¹⁴³ Transcript of hearing held on January 5, 2017 involving Mr. Vincent Taylor. Pages 17-18, 20.



"Q: ...<u>I can tell you I met with Mr Taylor...</u>

A: <u>That's Vincent Taylor?</u>

- *Q*: ... in Lucky Hill. He asked to meet with me. I was on my way to a nine night and met him in Lucky Hill, right across from the Epping Gas Station, because he was driving in from Kingston. That's where we intersected. He explained that he was to do work in my Constituency under the de-bushing programme and enquired if I knew anybody who could rent equipment and to assist him in executing this programme. I recommended two contractors; Dwight's Construction and Wadmar Construction and I told that I know they have equipment; I know they are competent and I also knew that they registered with the NCC and that he could select any one of the two.
- Q: Now Mr Taylor had contacted you and indicated that he wanted to speak to you about the selection of contractors or workers, what did he say?
- A: He said he was awarded a contract to do bushing and drain cleaning in St. Mary and in my Constituency and if he could meet with me because he was in the process of meeting with Members of Parliament. Well, he said it



was in St. Mary, Portland, St Ann and he was in the process of meeting with the Members of Parliament.

- Q: Are you aware that Mr Taylor has said words to the effect that Mr Everald Warmington was the person who instructed him to contact you in respect of contractors being hired or workers being given work to do under-the programme?
- A: I am not so aware, <u>but it is normal as a</u> <u>courtesy that contractors normally contact</u> <u>the Member of Parliament or a Councillor</u> <u>in an area where they are going to work. I</u> <u>didn't see it as unusual when I got the call</u> <u>from him.</u>
- Q: Okay. In terms of where Wadmar did work are you aware as to who chose where they did work?
- A: No.
- Q: <u>In respect of payments to be made to</u> <u>Wadmar, are you aware how much they</u> <u>were to be paid and for what work</u>?
- A: <u>No, but I was aware that there was a</u> <u>difficulty during the payment period</u> <u>because a number of persons came to, not</u> <u>only the two Constituency office but my</u> <u>house. In the first instance they were a</u> <u>little worried if they were going to get paid</u>



and then after the time for payment had come and they hadn't received any.

- ...when persons came, as I told you, and Q: said that they could not get payment, I contacted Wadmar and asked what was the arrangement with Mr Taylor. I asked what was the arrangement with Construction Solutions for payment of the people. He said Mr Taylor was to transfer money because he had given Mr Taylor the information but they were saying they were having some difficulty so I went out by Wadmar's office in Rio Nuevo. Mark Knight was not there. I took a picture of a blank cheque and submitted it to Mr Taylor, saying to him if there is any difficulty, here is the cheque, see everything is there, you have no excuse why you can't pay the people.
- Q: How did you pass on to Mr Taylor?
- A: What's App.

. . .

- *Q:* ... *it is only once that you contacted him?*
- A: <u>I gave him the banking information once,</u> and I don't think it would be unusual that



if you give it to him once he would retain

<u>it.</u> "144 (OCG Emphasis)

The Involvement of the Hon. Daryl Vaz

As represented earlier, Asphaltic Concrete Enterprise Ltd. was selected for the execution of works in the parishes of Portland and St. Thomas. Mr. Patrick Gordon, Managing Director, Asphaltic Concrete Enterprise Ltd., advised the OCG that the Hon. Daryl Vaz, MP, Minister without Portfolio in the Ministry of Economic Growth and Job Creation with responsibility for Land, Environment, Climate Change and Investments, recommended the sub-contractors to execute the referenced works. During the course of a hearing held on December 20, 2016, Mr. Gordon indicated, *inter alia*, the following:

"MR. D. HARRISON:	Portland, with whom
	was contact made?
MR. P. GORDON:	The Member of
	Parliament.
MR. D. HARRISON:	Who made contact
	with him?
MR. P. GORDON:	I did.
MR. D. HARRISON:	And it was personally,
	by telephone?
MR. P. GORDON:	Yes.
MR. D. HARRISON:	Which one, by
	telephone?
MR. P. GORDON:	By telephone, yes.

¹⁴⁴ Transcript of hearing held on February 14, 2017 involving the Hon. Robert Montague. Pages 4-6, 14-15, and 22.



OT OF MANY OF	
MR. D. HARRISON:	The name of Member
	of Parliament?
MR. P. GORDON:	Daryl Vaz.
MR. D. HARRISON:	So you made contact
	with him with a view
	to in furtherance of
	this protocol, you
	made contact with
	him for him to select
	the labourers?
MR. P. GORDON:	No, for him to
	recommend the
	subcontractors who
	would then carry out
	the work.
MR. D. HARRISON:	Did he do so?
MR P. GORDON:	Yes.
MR. D. HARRISON:	Make the
	recommendation?
MR. P. GORDON:	Yes.
MR. D. HARRISON:	Was it done in
	writing?
MR. P. GORDON:	No.
MR. D. HARRISON:	Verbally?
MR. P. GORDON:	Yes.
MR. D. HARRISON:	So over the telephone
	he gave you the
	names and you wrote



	down the names and
	contact?
MR. P. GORDON:	No, he gave me the
	names, I had used
	these people before,
	so I am familiar with
	them.
MR. D. HARRISON:	What are the names
	of the persons, who
	are the persons he
	gave you?
MR. P. GORDON:	Chin's Construction
	and Miller's
	Construction."145
	(OCG Emphasis)

Having regard to the aforementioned allegations, the OCG, by way of a requisition which was dated June 9, 2017, required the Hon. Daryl Vaz, MP to "… provide a comprehensive statement as to the veracity of this allegation, whether in part or as a whole."¹⁴⁶

By way of a response which was dated June 22, 2017, Mr. Vaz advised the OCG as follows:

"I am asked to respond to the veracity of Mr. Patrick Gordon's responses contained in the quoted transcript in a hearing conducted by the Contractor General on December 20, 2016.

¹⁴⁵ Transcript of hearing held on December 20, 2016 involving Mr. Patrick Gordon. Pages 82-84.

¹⁴⁶ OCG requisition dated June 9, 2017 which was addressed to the Hon. Daryl Vaz, MP, Minister without Portfolio in the Ministry of Economic Growth and Job Creation. Question 1.



This is my response:-

<u>Mr.</u>	Gorde	on called	l me	on	the	telephone	and
aske	ed that	I reco	mmen	ed si	ubco	ntractors	who
<u>wou</u>	ld carr	y out th	e wor	ks.	In	response I	gave
<u>him</u>	two	names,	Chin'	s C	onst	ruction	and
<u>Mill</u>	ler's Co	<u>nstructio</u>	<u>n</u> ." ¹⁴⁷	(00	CG E	mphasis)	

Office of the Contractor General Page **319** of **485**

¹⁴⁷ Response dated June 23, 2016 which was addressed to the OCG from the Hon. Daryl Vaz, MP, Minister without Portfolio in the Ministry of Economic Growth and Job Creation. Response 1.



<u>Allegations Regarding the Politicization of the Island-wide Mitigation (Drain Cleaning and De-bushing Programme)</u>

It was alleged that the Island-wide Mitigation (Drain Cleaning and De-bushing Programme) was implemented and executed by members of the governing Jamaica Labour Party (JLP) as a means of '*buying*' voter support for the local Government Election which was held on November 28, 2016. It was also alleged that in executing the referenced programme, the People's National Party (PNP) Members of Parliament were circumvented with respect to the allocation of the works in the various constituencies.

Having regard to these allegations, the OCG has appended at Appendix 5, a comprehensive table detailing the parish, constituency and affiliate Member of Parliament and political party in which de-bushing and drain cleaning activities were undertaken. It is instructive to note that the locations specified in the referenced table are as represented in the Bills of Quantities which were attached to the contracts entered into between the NWA and the subject five (5) contractors.

Further, in respect of the aforementioned allegation that the execution of the referenced programme was politicized and that persons were selected to participate on a partisan basis, the OCG sought to ascertain the NWA's role in the selection of the Contractors. As was stated earlier in this report the OCG, Mr. Everton G. Hunter, CEO, NWA, on December 20, 2016, appeared before the Contractor General and during the proceedings the following statements were made as it regards the selection of contractors:

"Mr. D. Harrison:

...We had heard allegations, especially the genesis of this investigation, letter written to us by People's

Office of the Contractor General Page **320** of **485**



National Party asking us investigate this to matter, and certainlyand we heard it from someone's mouth today that the matter in which recommendation are being made are on a partisan political basis. So, I start by asking whether or not, not at the beginning where I said I should start, but does the N.W.A. - - has the N.W.A. played any role in terms of the selection of the Contractors, whether by way of recommendations or straight up selection of any Contractors for this \$600 million bushing and drain cleaning contract that has been signed with the [five] contractors.

Mr. E.G. Hunter:

... The NWA's remit in the permit in the present

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **321** of **485**

June 2017



exercise is а very prescriptive remit. The N.W.A. is an Executive under the Agency Ministry of Economic Growth and Job Creation and our job, in respect of this particular exercise, is prescriptive in respect of the contract and our prerogatives are as laid down in the contracts. Any matter the extraneous to contract we will not venture there, nor will I venture into the realm of speculation.

Mr. E.G. Hunter:

...the Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount in specified location. And in full faithfulness as an employee of the Government of

Office of the Contractor General Page **322** of **485**

...



I followed Jamaica, through with and executed the contract knowing fully well that I am clothed with the authority of Cabinet so to do... As to the genesis of the allocation of work per Contractor and as to the genesis of the price tag with each contractor, that would be speculation on my part. As I said before, my remit, my legal remit started with the Cabinet decision."¹⁴⁸

Evidence in the form of the testimony of Mr. Vincent Taylor, Managing Director, Construction Solutions Ltd. was presented to the Contractor General stating the involvement certain named JLP Members of Parliament who were who were involved the execution of the referenced programme. In this regard, and during a hearing which was convened by the OCG on December 20, 2016, Mr. Vincent Taylor alleged that the Hon. Clifford Everald Warmington instructed him and/or suggested to him to contact four (4) JLP Members of Parliament (MP) in order to mobilise the works for the contract which was awarded to Construction Solutions Ltd. The OCG reiterates, for emphasis, the statements made by Mr. Taylor as it regards the JLP Members of Parliament he was advised to contact:

Office of the Contractor General Page **323** of **485**

¹⁴⁸ Transcript of proceedings dated December 20, 2016, concerning Mr. E. G. Hunter. Pages 127-130.



<i>"A</i> .	Well, in St. Ann, Shahine
	Robinson, in St. Mary,
	Bobby Montague and in
	St. Catherine, Dr.
	Andrew Wheatley.
Q.	So no PNP MP was
	contacted?
А.	Well, they in turn get in
	touch with the PNP MP.
Q.	You contacted the three
	MPs you just named,
	four from the Jamaica,
	four from the Jamaica
	Labour Party, you
	contacted them
	personally?
Α.	Yes, sir.
Q.	Did you personally
	contact any members
	from the People's
	National Party?
А.	<u>No.</u>
Q.	<u>Is there a reason why</u>
	<u>you did not why you</u>
	did it that way?
Α.	Yes. I was instructed to
	contact those persons.
Q.	By whom?

Office of the Contractor General Page **324** of **485**

А.	To have the work done.
Q.	By whom, who gave you
	those instructions?
А.	Do I have to say?
Q.	The oath you took, the
	answer to that is
А.	Okay, sir, the Minister.
Q.	And that is minister, which
	minister is this?
А.	Minister Warmington.
Q.	And how is it that he told you
	this, in writing, by telephone,
	in person, how is it he
	communicated this to you?
Α.	It wasn't by telephone, it
	was I can't recall exactly.
Q.	E-mail, text, whatsapp?
А.	Maybe by telephone." ¹⁴⁹
	OCG Emphasis

Additionally, Mr. Taylor also indicated the necessity of contacting Dr. the Hon. Andrew Wheatley, subsequent to speaking to Mr. Warmington:

" <i>Q</i> .	And you wanted his help to
	do what, to provide what?
А.	To provide the—to make the
	link between ourselves and

¹⁴⁹ Transcript of hearing involving Mr. Vincent Taylor held on December 20, 2016. Pages 34-38, 42-43.

Office of the Contractor General Page **325** of **485**

	<u>the community and the</u>
	<u>work.</u>
Q.	<u>Okay.</u>
А.	<u>'Cause normally we cant enter</u>
	anywhere or any community
	without making contract
	with the Member of
	<u>parliament.</u>
Q.	You can, but you chose not
	to because of some—
А.	Yes, well, we need their help
	as well, because you have to
	know persons to get the work
	done, you have to make sure
	that –
<i>Q</i> .	You hire the right people?
А.	Yes, you have to hire the
	right people?" ¹⁵⁰ (OCG
	Emphasis)
	± /

In response to the OCG's enquiry of the rationale for contacting the Members of Parliaments for mobilizing bushing works, Mr. Vincent Taylor stated that "... *Normally when we are contracted to work in any particular area, we contact the Member of Parliament*."¹⁵¹

With respect to the practice of making contact with Members of Parliament prior to the commencement of de-bushing and drain cleaning works, Mr. Patrick Gordon, indicated, *inter alia*, the following to the OCG during a hearing which was convened on December 20, 2017:

¹⁵⁰ Transcript of Proceedings dated December 27, 2016, involving Mr. Vincent. Page 49

¹⁵¹ Transcript of Proceedings dated December 27, 2016, involving Mr. Vincent Taylor. Page 49



"Mr. D. Harrison: How did you—what process was utilized to let the persons be subcontractors?

> Mr. P. Gordon: Some we knew before, had worked with before, and some was recommended to us through a protocol that we used when we go into certain constituencies or divisions.

<u>Mr. D. Harrison: Now, lets use the protocol in</u> <u>Portland. The protocol, as I</u> <u>understand it, you make the</u> <u>contact with the Member of</u> <u>Member of Parliament?</u>

Mr. P. Gordon: We make contact with the representative, the official representative of the people within the area.

- Mr. D. Harrison: That officially representative may not be the Member of Parliament, but may be a community leader?
- Mr. P. Gordon: Councillor. Not a Community Leader. "¹⁵²(OCG Emphasis)

¹⁵² Transcript of Proceeding dated December 20, 2016, involving Mr. Patrick Gordon. Page 81

Office of the Contractor General Page **327** of **485**



It is important to reiterate at this juncture that Mr. Warmington indicated that he assisted Mr. Taylor to mobilise the work by '*suggesting*' the Members of Parliament that he may contact. Mr. Warmington further advised the OCG that he is not familiar with the senior People's National Party Members of Parliament, and as such, he was not in a position to make any suggestions in that regard.

During an OCG hearing which was convened on December 20, 2016, Mr. Patrick Gordon, General Paving Company Limited, indicated that he contacted the Hon. Daryl Vaz in order to mobilize the work in Portland. At the referenced hearing, *inter alia*, the following was stated:

"Mr. D. Harrison.	Portland, with whom was
	contact made?
Mr. P. Gordon:	The Member of Parliament
Mr. D. Harrison:	Who made contact with him?
Mr. P. Gordon:	I did.
Mr. D. Harrison:	And it was personally, by
	telephone?
Mr. P. Gordon:	Yes.
Mr. D. Harrison:	The name of the Member of
	Parliament?
Mr. P. Gordon:	Daryl Vaz
Mr. D. Harrison:	So you made contact with him
	with a view to -in
	furtherance of this protocol,
	you made contact with him
	for him to select the
	labourers?

Mr. P. Gordon:	No, for him to recommend the subcontractors who would then carry out the work.
Mr. D. Harrison:	Did he so do?
Mr. P. Gordon:	Yes.
Mr. D. Harrison:	Was it done in writing
Mr. P. Gordon:	No.
Mr. D. Harrison:	verbally?
Mr. P. Gordon:	Yes
Mr. D. Harrison:	What are the names of the
	persons he gave you?
Mr. P. Gordon: C	Chins Construction and Miller's
	Construction. ¹⁵³

On January 5, 2017, during a hearing which was convened by the OCG, Mr. Y.P Seaton stated, *inter alia*, the following with respect to Mr. Warmington's intervention in recommending the MP's with whom contact could be made in respect of the contract which was awarded to Construction Solutions Ltd.:

Mr. D. Harrison: "...The other allegation which has been advanced, at least one person has confirmed it so far, is this, let me ask it another way, have you been instructed by Mr. Warmington, who it is that you should hire? At least

¹⁵³ Transcript of Proceedings dated December 20, 2017, concerning Mr. Patrick Gordon. Pages 82-84

Office of the Contractor General Page **329** of **485**



	one other contractor has said
	Mr. Warmington has instructed
	him who the Jamaica Labour
	Party Members of Parliament
	are, that he must contact them
	to determine who he is to hire.
MR. Y. P. SEATON:	<u>The answer to that, sir, is no,</u>
	and again, I am going to say I
	am not that fortunate. The
	only person I have spoken with
	<u>is, two people, E.G. Hunter and</u>
	is, two people, E.G. Hunter and Valdin, nobody else.
MR. D. HARRISON:	
MR. D. HARRISON:	Valdin, nobody else.
MR. D. HARRISON:	<u>Valdin, nobody else.</u> Well, I didn't think that
MR. D. HARRISON: MR. Y. P. SEATON:	<u>Valdin, nobody else.</u> Well, I didn't think that anybody could tell Mr. Y.P.
	<u>Valdin, nobody else.</u> Well, I didn't think that anybody could tell Mr. Y.P. Seaton
	Valdin, nobody else.Well, I didn't think thatanybody could tell Mr. Y.P.SeatonNo, no, no, not me, I am not that
	Valdin, nobody else.Well, I didn't think thatanybody could tell Mr. Y.P.SeatonNo, no, no, not me, I am not thatanimal at all, at all, at all. I
	Valdin, nobody else.Well, I didn't think thatanybody could tell Mr. Y.P.SeatonNo, no, no, not me, I am not thatanimal at all, at all, at all. Iam in here too long, sir, for

During an OCG hearing which was convened on January 5, 2017, Mr. Owen Campbell, Director, Build-Rite Construction Co. Ltd., stated, *inter alia*, the following with respect to the allegation that supporters of the PNP were excluded from participating in the programme as Facilitators:

Office of the Contractor General Page **330** of **485**

¹⁵⁴ Transcript of proceedings dated January 5, 2017, concerning Mr. Y.P. Seaton. Pages 64-65.

"Q.	Anthony O'Connor is
	which company?
А.	Not a company, a person.
Q.	That's a Councillor?
Α.	Yeah, yeah.
Q.	Councillor for North
	Central?
А.	<u>No, Councillor in upper</u>
	Clarendon. People's
	National Party Councillor
	for a division in that area.
Q.	<u>This Councillor was</u>
	recently?
А.	<u>He was a Councillor</u>
	<u>before and I think he was</u>
	recently elected. But
	don't take that to mean
	<u>anything, enuh, he was</u>
	just facilitating payment
	to the people, as we both
	<u>discussed on the</u>
	<u>telephone</u> .
Q.	Ammm,
Α.	One of the reason,
	though, I can explain
Q.	I want to hear the reason,
	one second. This
	document you gave me, I
	am going to make it



Exhibit 2. Go ahead now, sir.

Α.

In telephone our Ι had conversation explained to you some of the methods that were used to pay people, so as not to get involved in a lot of cheques. In the previous letter that you got from us, there was a Glenroy Williams from that same constituency who is the person that pays the people on behalf of Horace Dalley, the M.P. in that area. Now, when he was paid I think he had problems in terms of the encashing bank that amount to pay individuals, so, I think he called Mr. O'Connor and I think this guy, Norado, and I just pay these payments so that they could encash to assist him to pay them. So, that is how Mr. O'Connor... Who is Norado?

Office of the Contractor General Page **332** of **485**



А.	One of a person in that
	constituency. I was just
	explaining how Mr.
	O'Connor come to be
	involved, is not that he
	was subcontracted with
	any work.
<i>Q</i> .	<u>So it is not true when the</u>
	P.N.P say that is only
	J.L.P get work?
А.	In my case I don't know
	<u>of that to be true.</u>
<i>Q</i> .	<u>No, what I mean is, you</u>
	<u>know for a fact that</u>
	<u>certain P.N.P. persons</u>
	<u>have gotten work from</u>
	this program?
А.	<u>But if you were to call</u>
	<u>Glenroy Williams and</u>
	<u>people like, O'Connor,</u>
	<u>they had worked in the</u>
	<u>area that I have done</u>
	work.
<i>Q</i> .	Anyone else? Because
	<u>don't think I am being</u>
	<u>facetious, but I just</u>
	mention it because that is
	<u>one of the Terms of</u>
	Reference, because the

Office of the Contractor General Page **333** of **485**

June 2017



P.N.P.'s complaint is that only -there is victimization and there is favouritism. Well, maybe, there was none in my case. Anybody else in terms of from the People's National Party that you know for a fact who were on here as facilitator, or who have done subcontracting? Well, some people I didn't really ask them their political persuasion in terms of - - in some cases. "155

Q.

Α.

Α.

<u>Allegation that the Programme was a Means of Repaying Contractors for their Campaign</u> <u>Contribution to the Jamaica Labour Party</u>

Having regard to the aforementioned allegation, the Contractor General directed specific questions to the contractors who were awarded contracts under the referenced programme. In this regard it is noteworthy to highlight the questions and answers which were presented in respect of a hearing which was convened by the OCG on December 20, 2016 with Mr. Patrick Gordon, General Paving Company Limited. Mr. Gordon stated, *inter alia*, the following with

Office of the Contractor General Page **334** of **485**

¹⁵⁵ Transcript of proceedings dated January 5, 2017, concerning Mr. Owen Campbell. Pages 6-9.



respect to the allegation that the programme was implemented as a means of repaying the Contractors:

"Mr. Dirk Harrison:	There is a suggestion being
	made that \$200 million was
	paid up front by all
	contractors to the
	Government?
Mr. P. Gordon:	By all contractors?
Mr. Dirk Harrison:	Collectively, paid \$200
	million up front after the
	award of this contract was
	paid, up front to them. It is
	also alleged that this money
	is connected to, which is
	neither here nor there for
	me, in terms of the ads that
	were being played in the
	local Government Election
	by the J.L.P., all the
	contractors fronted this
	money to the Government,
	\$200 million.
Mr. P. Gordon:	No. " ¹⁵⁶

During an OCG hearing which was convened on January 5, 2017, in which Mr. Y. P. Seaton was in attendance, the following, *inter alia*, was indicated with respect to the allegation that the

¹⁵⁶ Transcript of Proceedings dated December 20, 2016, concerning Mr. Patrick Gordon. Page 78



referenced programme was implemented as a means of repaying Contractors for their contribution to the mentioned Local Government Elections:

"MR. D. HARRISON:	Right. To be quite frank,
	Mr. Seaton, one of the
	allegations that has been
	advanced to us, which I did
	share with you when you and
	I spoke
MR. Y. P. SEATON:	Yes.
MR. D. HARRISON:	prior to this occasion.
MR. Y. P. SEATON:	(Laughs) I was not that
	fortunate. (Laughs)
MR. D. HARRISON:	Some \$200 million was
	advanced by all the
	contractors to the Jamaica
	Labour Party, which is part
	of the advertisement and the
	billboards and what was
	happening thereafter, after
	this money was 'fronted'
	work was being done to sort
	of reconcile
MR. Y. P. SEATON:	I am not that lucky." ¹⁵⁷

¹⁵⁷ Transcript of Proceedings dated January 5, 2017, concerning Mr. Y.P. Seaton. Pages 61-62.

Office of the Contractor General Page **336** of **485**



Conflict of Interest

The allegations which were made by Mr. Vincent Taylor, Managing Director, Construction Solutions Limited, Mr. Patrick Gordon, Director, General Paving Company Limited, and Mr. Owen Campbell, Managing Director, Build-Rite Construction Company Ltd. relating to the involvement of certain named Members of Parliament in the "*mobilization*" of constituents, subcontractors and/or facilitators for the referenced programme, aroused grave concerns for the OCG.

The notion of conflict of interest is defined as "*a real or seeming incompatibility between one's private interests and one's public or fiduciary duties*."¹⁵⁸ Further, the Organisation for Economic Co-Operation and Development (OECD) Guidelines distinguishes between Actual, Apparent and Potential Conflict of Interest, which states as follows:

"Actual conflict of interest: a direct conflict between a public official's current duties and responsibilities and his or her private interests

Apparent conflict of interest: where it appears that a public official's private interests could improperly influence the performance of their duties but this is not in fact the case.

Potential conflict of interest: where a public official has private interests which are such that a conflict of interest would arise if the official were to

Office of the Contractor General Page **337** of **485**

¹⁵⁸ Blacks Law Dictionary, Ninth Edition



become involved in the relevant official responsibilities in the future."¹⁵⁹

The testimony of Mr. Taylor raises concerns for the OCG given the representations made in relation to the roles and/or functions played by the referenced Members of Parliament in the selection of the sub-contractors, facilitators and workers, determining the rate(s) to be paid to the persons engaged and apportioning payment to the persons engaged to execute works.

The issue of conflict of interest becomes more of a concern given the manner in which the five (5) named contractors were selected and the role of the Cabinet of Jamaica in determining the selection of same. At this juncture, it should be noted that the Members of Parliament implicated by Mr. Vincent Taylor are all sitting members of the Cabinet who were involved in (i) the selection of the five (5) contractors, (ii) the determination of the locations for the execution of the works and (iii) the approval of the award of contract for the implementation of the Island-wide Mitigation (De-bushing and Drain Cleaning) Programme by the National Works Agency (NWA).

The OCG also reiterates that the allegations made by Mr. Vincent Taylor have been to a large extent, denied and contested by the named Members of Parliament. However, the implicated Members of Parliament advised the OCG of the extent of their discussions and association with Mr. Vincent Taylor and/or Construction Solutions Ltd. In the case of Mr. Warmington, the following was stated:

"MR. WARMINGTON: All right. First, again let me say, at no time I instructed Mr. Taylor. Mr. Taylor came to me and asked me... MR. BRADY: Where?

¹⁵⁹ Online Article entitled "Library Briefing Library of the European Parliament 05/02/2013 Conflicts of interest in public administration" extracted on June 6, 2017, from http://www.europarl.europa.eu.

Office of the Contractor General Page **338** of **485**



MR. WARMINGTON:

At my office, my constituency office. So that's why I say he did not speak to me in a capacity as a minister, but as member of Parliament for South-West St. Catherine, being the senior member of Parliament in the parish, and he mentioned to me the short duration within which he needed to get the work started and have it My suggestion to him completed. then, because there are 15 members, 15 constituents, there are 15 constituents in the three parishes. I said you could speak to Dr. Wheatley; he is the most knowledgeable person in the parish, being mayor for two or and three terms Member of Parliament for two terms. Mr. - - MP Montague, being a mayor for, I think, about three or four terms and being Member of Parliament and Mrs. Robinson, who has been working in that parish all her life and Member of Parliament for about four or five terms. I said to him, I believe, I don't know who the senior members of Parliament are for the PNP, but you can seek to find out, so you can contact them. So I couldn't give them



for that side, I don't know who the senior persons were from their side, if I recall, I said you could seek to find out who they are."¹⁶⁰

In the case of the Hon. Robert Montague, MP, the following extract of the transcript of a hearing which was held on February 14, 2017, is instructive:

- "A: ... I can tell you I met with Mr Taylor...
- Q: That's Vincent Taylor?
- A: ... in Lucky Hill. He asked to meet with me. I was on my way to a nine night and met him in Lucky Hill, right across from the Epping Gas Station, because he was driving in from Kingston. That's where we intersected. <u>He explained that he</u> was to do work in my Constituency under the de-bushing programme and enquired if I knew anybody who could rent equipment and to assist him in executing this programme. I recommended two contractors; Dwight's Construction and Wadmar Construction and I told that I know they have

¹⁶⁰ Transcript of hearing held on January 16, 2017 involving the Hon. Everald Warmington, MP. Pages 17-18.

Office of the Contractor General Page **340** of **485**



equipment; I know they are competent and I also knew that they registered with the NCC and that he could select any one of the two. "¹⁶¹(OCG Emphasis)

In the case of Dr. the Hon. Andrew Wheatley, the following was stated:

"Q:	Mr Taylor has indicated that he had
	conversations with youCan you
	recall having conversations with Mr
	Taylor in respect of the
	implementation?
<i>A:</i>	As it relates to my Constituency I
	had a discussion with Mr Taylor.
<i>Q</i> :	Sorry, I am not so au fait, can you
	tell me the Constituency.
<i>A:</i>	South Central Saint Catherine. He
	came to my office and asked me,
	<u>which is the norm, if I knew or</u>
	could recommend persons to assist
	with the project, which I believe is
	the norm. Normally a contractor
	time and again will ask persons to
	recommend.

...

Office of the Contractor General Page **341** of **485**

¹⁶¹ Transcript of hearing held on February 14, 2017 involving the Hon. Robert Montague. Pages 4-5.



<i>A:</i>	I know Mr. Taylor came to my office asking for help.
Q:	He has also indicatedthat in his presence you made a number of calls to persons related to the help that he came to you for.
<i>A:</i>	Yes.
<i>Q</i> :	He also indicates that he…believes one of the persons you would [have] called with was, Jennifer, a Councillor.
<i>A</i> :	She's my councillor .
Q:	Did you in fact call her in his presence?
<i>A:</i>	Yes.
<i>Q</i> :	And specifically in terms of the calls you made in his presence, the calls were made with a view to, persons to do the work being recommended?
<i>A:</i>	<u>Mr Taylor indicated to me a number</u> of areas, it is not the entire St. <u>Catherine, it is a number of areas. I</u> <u>don't recall now but I Know that I</u> <u>called some persons from the</u> different communities and more or



less put them on to Mr Taylor, who did the work...

What do you mean by put them on to Mr Taylor?

0:

A:

Well, persons to assist him to do the
work, to get the work done.Remember he asked me if I know
anyone, for example in my
constituency, in the community that
he wanted to do the work and I of
course, given the community, a
point person in the community who
would be able to assist him in
getting the required number of
persons that he needed to get the
work done."162 (OCG Emphasis)

Having regard to the foregoing, it would appear that the referenced Members of Parliament, by their own admission, through a direct verbal consultative approach with Mr. Taylor, provided and/or facilitated his selection of sub-contractors/facilitators in respect of the execution of the contract which was awarded to Construction Solutions Ltd. Given the role which was played by the Cabinet, in respect of the referenced programme and the fact that the stated Members of Parliament are sitting members of the said Cabinet, questions may arise as to whether the referenced Members of Parliament found themselves in an invidious or conflicted position.

Additionally, given the representations that have been made by Mr. Vincent Taylor, Mr. Patrick Gordon and the admission of at least one Member of Parliament, i.e., Dr. the Hon. Andrew

¹⁶² Transcript of hearing held on January 17, 2016 involving Dr. the Hon. Andrew Wheatley. Pages 3,12,13.



Wheatley, of an established practice of 'consulting with the Member of Parliament or political representative for an area in which works are to be executed, questions may also arise as to whether such a practice gives rise to political interference, obstruction, and/or undue influence and conflict of interest.

<u>Allegation that the Hon. Clifford Everald Warmington has a Vested Interest in Construction</u> <u>Solutions Ltd.</u>

It has been alleged that the Hon. Clifford Everald Warmington has a beneficial interest in the company, Construction Solutions Ltd. which is legally owned by Mr. Vincent Taylor. On January 5, 2017, during a hearing which was convened by the OCG, the following, *inter alia* was stated in that regard:

- "Q. It is suggested on the road that you are a 'front' for Mr. Warmington, it is really Mr. Warmington's company that you are running?
- A. A 'front'?
- Q. 'Front'?
- A. That's not true.
- Q. What is the extent of Mr. Warmington's role in your company?
 - A. Absolutely none.
 - Q. Is he paid, you smile, is he paid from any profits from the company, does he invest money in the company?
 - A. Absolutely not, sir. "¹⁶³

¹⁶³ Transcripts of hearing dated January 5, 2017, concerning Mr. Vincent Taylor. Page 22.



Further, Mr. Warmington during his appearance before the Contractor General on January 16, 2017, stated the following:

"Mr. Dirk Harrison:	You are aware of the		
	principals of		
	Construction Solutions?		
Mr. Warmington:	No, I don't know who		
	they are.		
Mr. Dirk Harrison:	Mr. Vincent Taylor.		
Mr. Warmington:	I know Taylor.		
Mr. Dirk Harrison:	Okay.		
Mr. Warmington:	I don't know anything		
	about him, his company.		
Mr. Dirk Harrison:	The suggestion has been		
	made that Mr. Taylor is		
	fronting for Construction		
	Solutions, is Everald		
	Warmington's company?		
Mr. Warmington:	Excuse me, excuse me,		
	excuse me, sir!" ¹⁶⁴		

¹⁶⁴ Transcripts of hearing dated January 16, 2017 involving the Hon. Everald Warmington. Pages 40-41.



Value for Money (VFM)

In the conduct of GoJ Public Sector Procurement, securing value for money is of paramount importance. Consequently, the Procurement Policy Statement of the Ministry of Finance & the Public Service indicates, *inter alia*, as follows:

"The GOJ procurement policy is governed by the following key principles:

- 1) Value for Money;
- 2) Economy;
- 3) Efficiency;
- 4) Equity;
- 5) Fairness;
- 6) *Transparency/Accountability;*
- 7) *Reliability*

Value for Money: Value for Money (VFM) is a measure of economy and efficiency with which the financial resources of the Government are converted. Value for Money is represented by a number of factors and not only the price paid for the goods.

Typically these factors are:



The suitability of the goods/equipment/services purchased; The useful life of the goods/equipment/services; Operating, maintenance and servicing costs; The administrative cost of the selected purchasing method; The delivery/construction period; Onwards transportation costs; Storage costs; The time taken to complete the procurement; Any other factor that is related to the procurement."¹⁶⁵

The importance of securing Value for Money in the procurements undertaken for the Island-wide Mitigation (De-Bushing and Drain Cleaning) Programme was highlighted in a letter dated February 23, 2017, from Mr. Raymond McIntyre to Mrs. Audrey Sewell. The letter stated, *inter alia*, the following:

"Having reviewed the matter, the NWA is requested to provide further and better particulars inclusive of the following:

- 1. Justification for the selection of the Contractors; and
- 2. Demonstration that the value for money objective have been met."¹⁶⁶

¹⁶⁵ The Procurement Policy Statement of the Ministry of Finance & the Public Service.

¹⁶⁶ Letter dated February 23, 2017 from Mr. Raymond McIntyre to Mrs. Audrey Sewell.



Mr. Hunter responded to the NCC's aforementioned letter, by way of a letter dated March 10, 2017, in which he indicated the steps which were taken by the NWA to ensure value for money. In the referenced letter, Mr. Hunter, stated *inter alia*, as follows:

"Re: Islandwide Mitigation De-bushing and Drain Cleaning Programme

... To secure value for money and effective implementation, the Programme was informed by a field survey conducted by NWA Parish Teams to determine urgent needs. In addition the Contractors were paid the standard NWA rates for de-bushing and drain cleaning works."¹⁶⁷

The OCG sought to ascertain whether the contracts awarded to the five (5) contractors to undertake the island-wide de-bushing and drain-cleaning exercise, resulted in the Government of Jamaica realizing Value for Money.

As it relates to the issue of value for money, and the factors of economy, efficiency, and effectiveness, the OCG wishes to highlight the following:

Economy

The Parliament of Jamaica approved an overall budget of \$606,000,000.00 to undertake the Island-wide Mitigation (de-bushing and drain cleaning exercise) Programme. Of the \$606,000,000.00, the amount of \$540,740,734.00 was allocated to the five (5) Contractors to execute the programme, while the amount of \$39,644,859.84 (which represents 7% of the sums allocated to the contractors and the contingency) was to be retained by the NWA as

¹⁶⁷ Letter dated March 10, 2017, from Mr. Everton G. Hunter to Mr. Raymond McIntyre.



Agency Fee, and \$25,614,406.61 was earmarked as a Contingency amount. The mentioned five (5) Contractors are:

- i. Asphaltic Concrete Enterprise Limited;
- ii. Build-Rite Construction Company Limited;
- iii. Construction Solutions Limited;
- iv. General Paving Company Limited; and
- v. Y.P. Seaton & Associates Company Limited.

With respect to the contracts which were issued to the five (5) Contractors, the OCG notes variations in the contract values. In this regard, Mr. E.G. Hunter, CEO, NWA, explained as follow:

"The Cabinet decision that we got which spoke to the availability of funds and the contractors and the location to which I referred to earlier, came back at \$600 million, so there was a difference, we asked for 540 we got 600, okay. Now, when we deduct our fees 'cause we do this for a fee, my reason for doing all of this is that I get paid to do this, I am a hired hand. So, we did up a fee and the net sum available for expenditure on the ground to cut grass was \$560 million. As I said before, what we had originally proposed was \$540, so one of the first things that we had to do was up it. So here we have a difference between what we get and what we had asked for and we could have done one of two things, when we got the instructions to move forward, we could have taken the time to then go through and amend all the contracts before we issue, we chose not. So we issued the contract in the original BQ's



and then we decided we would do variations to match."¹⁶⁸

The following table which was constructed by the OCG indicated the amounts disbursed by the NWA to the Contractors:

Table 28

Company	Parish/Constituency	Expenditure by the NWA to the Contractors as at June 9, 2017 \$	Stipulated Contract Price inclusive of Variations \$	Date	
Asphaltic Concrete Enterprise Limited	 St. Thomas Portland 	38,792,804.00	52,304,500.00	November 2016	18,
Build-Rite Construction Company Limited	Manchester Clarendon St. Elizabeth	131,358,358.00	133,059,000.00	November 2016	18,
Construction Solutions Limited	 St. Catherine St. Ann St.Mary 	176,951,302.00	181,050,399.00	November 2016	18,
General Paving Company Limited	•Kingston and St.Andrew • Trelawny • Contingency	78,142,287.70	113,616,390.70	November 2016	18,
Y.P. Seaton & Associates Company Limited	 Hanover St. James Westmoreland 	82,626,308.66	91,784,050.66	November 2016	18,
Total		507,871,060.36	571,814,340.36		

¹⁶⁸Transcript of proceedings dated December 20, 2016, concerning Mr. E. G Hunter. Pages 135-136



Based on the information presented on the final "Evaluation Summary Sheet" for each Contractor, the combined sum of the abovementioned five (5) contracts amounts to \$571,814,340.36 as at June 9, 2017, whereas the original contract sums stipulated a total of \$540,740,734.00 was to be paid to the contractors.

The OCG notes with importance, that the overall cost of the Island-wide de-bushing and drain cleaning programme inclusive of the NWA's Agency Fee of \$39,644,859.84, amounts to \$611,459,200.20 (\$571,814,340.36 + \$39,644,859.84) as at June 9, 2017.

The total cost over-run taking into consideration the original sum of \$606,000,000.00 which was allocated as against \$611,459,200.20 which represents the estimated final cost associated with each contract plus the NWA's Agency Fee, amounts to \$5,459,200.20.

Of note, the OCG considers it prudent to highlight that upward variation in the value of a contract does not automatically render it uneconomical; other independent factors have to be assessed in order to make such a determination. The OCG has not seen any evidence to suggest that the programme was uneconomical.

Efficiency

In order to assess efficiency in public spending, the relationship between the output from the procurement opportunities undertaken and the resources to produce them has to be considered.

Although the OCG can attest to the fact that drain cleaning, de-bushing and road patching exercises were undertaken, it cannot determine whether the resources expended were utilised in a prudent manner.

The OCG notes that information provided by the Contractors in relation to payments made by them to sub-contractors and/or facilitators did not include a further accounting of sums paid to

Office of the Contractor General Page **351** of **485**



the labourers. The OCG highlights the fact that notwithstanding that the referenced program is labour intensive, it was unable to determine the cost associated with the manual labour employed by each contractor in the implementation of the program.

Essentially, the OCG is unable to determine whether the programme was efficient as the relevant assessment of the relationship between the services and the resources expended was not undertaken.

Effectiveness

In assessing effectiveness, the OCG sought to ascertain whether the intended outcome of expenditure for the referenced programme correlated with the actual results.

Mr. Everton G. Hunter, by way of a letter dated December 28, 2016, to Mr. Raymond McIntyre, Chairman, NCC, indicated that the execution of the programme was intended to prevent flooding, and effect vector control, amongst other things. In the referenced letter, Mr. Hunter, stated, *inter alia*, the following:

"The Island-wide Mitigation Programme arose out of the recognition of the clear and present danger to the health and safety of the Jamaican public posed by the continuous heavy rainfall impacting the island in recent months.

The Ministry of Economic Growth and Job Creation (MEGJC) with support from the NWA expressed the need to take urgent action to preserve earlier investments and gains made in flood prevention, and reinforcing vector control measures to reduce

Office of the Contractor General Page **352** of **485**



the transmission of the Zika virus via a drain cleaning and de-bushing programme."¹⁶⁹

In addition to the OCG being unable to determine whether the resources utilised by the Contractors were expended in a prudent manner, the OCG is also unable to determine whether the programme was effective. In order to measure effectiveness, the stated objectives of the programme will have to be measured against the actual outcome.

Having regard to the objectives of the programme, the OCG is of the considered view that the issue concerning whether or not the objectives of the programme were met is one which ought to be appropriately assessed by the requisite field experts and practitioners. The OCG, however, notes that the increased rainfall which the island experienced during the period of May and June 2017 resulted in extraordinary flooding and infrastructural damage in various communities across the country in which the programme was implemented.

¹⁶⁹ Letter dated December 28, 2016, from Mr. Everton G. Hunter, CEO, NWA, to Mr. Raymond McIntyre, Chairman, NCC.



CONCLUSIONS

Based upon the documents which have been reviewed, as well as the written statements that have been received from the NWA and other concerned person, the OCG has arrived at the following considered Conclusions:

1. The procurement process for the Island-wide Mitigation (Drain Cleaning and De-Bushing) Programme was a deviation from the GOJ procurement guidelines.

It was indicated by Mr. Everton G. Hunter, CEO, NWA, that the five (5) contractors were selected by the Cabinet utilizing the Contracting under Emergency Circumstances procurement methodology. However, the strict procedures outlined for the utilization of this procurement methodology stipulated under <u>Section 1.1.5</u> (GPPH March 2014) were not adhered to, as the Cabinet of Jamaica subsequent to granting its approval, selected the five (5) contractors and instructed the NWA to implement the contract.

In this instance, the approval of the Head of Entity which is required for contracts awarded under \$100 million was bypassed, as well as that of the National Contracts Commission (NCC), whose final approval is required prior to the award of contracts above \$100 million. In point of fact, the NCC was merely notified of the award of contracts weeks after the contracts were executed.

Section 1.1.5 (GPPH March 2014) outlines as follows:

"The head of the procuring Entity shall give approval for issuing of emergency contracts up to a maximum value of J\$100 million. This approval shall be in writing and shall form part of the

Office of the Contractor General Page **354** of **485**



procurement record to be kept by the Entity. Any additional expenditure must be subject to the approval of National Contract's Commission and Cabinet. Procuring entities shall ensure that the value for money objective is met before emergency contracts.

Emergency contracts above J\$5M shall be reported to the National Contracts Commission within the month in which the award was made, along with full justification for the procurement.

The report shall be done within the month the contract is awarded and shall include:

(a) <u>a justification;</u>

...

- (b) statement as to why the contractor was selected;
- (c) and the value of the contract awarded."
- 2. The genesis of the programme has left the OCG with some degree of doubt. The OCG notes the following statements made by the NWA's CEO:

Mr. Hunter in his November 25, 2016, response to the OCG's requisition indicated that:

"The Island-wide Mitigation (De-bushing and Drain Cleaning) Programme was a result of <u>shared</u> <u>concern within the Ministry of Economic Growth</u>



and Job Creation (MEGJC), and supported by the <u>NWA...";</u>

Mr. Hunter in his November 25, 2016, response also indicated that:

"...information regarding the Island-wide Mitigation (De-bushing and the Drain Cleaning) Programme <u>was compiled based on positive</u> <u>acknowledgement of MEGJC's willingness to</u> <u>support the NWA's call for additional resources to</u> <u>address the hazard posed by recent flood</u> <u>rains..."A formal field survey was conducted in</u> <u>September 2016 subsequent to discussions with</u> <u>MEGJC and anecdotal findings from routine field</u> <u>observations...";</u>

However, during the course of a hearing which was held on December 20, 2016, Mr. Hunter indicated that:

The "...<u>engagement started with a Cabinet</u> decision which was communicated to me on a date already indicated. On receipt of the Cabinet's decision and on examining the Cabinet's decision, I saw no instruction in that decision that I found sufficiently egregious that I would reject it. And the Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount in specified location."



3. The OCG does not agree with the apparent justification for the by-passing of the NCC in the procurement process for the referenced programme, as well as the statement that the *"Cabinet has unfettered power to contract under emergency circumstances."*

The OCG concludes that the Cabinet of Jamaica has unfettered power to provide general direction and control over the affairs of the Government given that it is the principal instrument of policy and the highest decision making body in the Executive. Notwithstanding, and given the definition of a public body as provided in the Contractor General Act and that of a procuring entity as defined by the GPPH, the <u>Cabinet does not fall within the scope of either a public body or a procuring entity</u>. In this regard, the Cabinet cannot in and of itself enter into a contract for the procurement of goods, services and/or works.

Further, the contracts which were entered into between the named contractors were executed by the NWA, which is both a public body and the procuring entity, thereby requiring full compliance with the provisions of the GPPH on the part of the NWA.

4. Having regard to the opinion of Mr. Hunter that "...the maximum value of J\$100 million only applies where emergency contracts are approved by the HoPE¹⁷⁰." and that the guidelines are silent on application where the emergency has been declared by Cabinet; the OCG outlines that the GPPH (March 2014) stipulates that the "Head of the Procuring Entity <u>shall</u> give approval for the issuing of emergency contracts up to a maximum value of J\$100 million...any additional expenditure must be subject to the approval of National Contract's Commission and Cabinet."

Essentially, where the procurement is considered to be an emergency based on the circumstances outlined in the Handbook, procurements up to a value of \$100m are to be

Office of the Contractor General Page **357** of **485**

¹⁷⁰ Head of Procuring Entity.



approved by the Head of Entity. Where the value of the goods, services or works is over \$100m, it requires the approval of the NCC and the Cabinet. For all intents and purposes, a procurement opportunity over \$100m cannot be approved solely by the Head of Entity of a procuring entity.

It should be noted that stipulations relating to cases where an emergency is declared by the Cabinet is not outlined in the GPPH and there are no exemptions specified in circumstances where the emergency is declared by the Cabinet. <u>It therefore stands to</u> <u>reason that the stipulation applies in all cases. Further, the GoJ Procurement</u> <u>guidelines were developed with applicability to public bodies and procuring entities.</u> <u>The Cabinet of Jamaica is neither a public body nor a procuring entity, within the</u> <u>meaning derived from the applicable laws.</u>

5. The process which led to the selection of the five (5) contractors lacks transparency and accountability. This is based primarily on the anomaly which exists between the representations made by the NWA and those made by Dr. the Hon. Horace Chang.

For emphasis, the OCG reiterates that Dr. Horace Chang, by way of his response which was dated June 23, 2017, advised the OCG that the "Contractors are recommended to the Cabinet by the NWA". The NWA advised the OCG that "Cabinet's decision instructed me to enter into contract with a select group of contractors to do work in a specified amount".

6. Notwithstanding the fact that subcontracting was prohibited without the permission and authorization of the NWA, sub-contracting of the works was undertaken by all five (5) contractors without the permission and authorization of the NWA. This amounts to a breach of clause 4.4 of the contracts executed by the NWA with the five (5) contractors.



7. The OCG disagrees with the expressed opinion and posture of Mr. Everton G. Hunter which seems to suggest that in relation to the failure of the contractors to obtain the approval of the NWA prior to engaging in subcontracting, there was nothing "...egregious because the nature of the work is bushing, is cutting grass and there is no peril to the owner."

The OCG finds this posture to be unacceptable and contends that it is the NWA's responsibility, as the owner of the contract, to effectively enforce all terms of the contract. In point of fact, the mentioned works are emergency works for flood mitigation purposes, which has serious implications, if not effectively and properly implemented. In addition, the Agency fees of 7% levied by the NWA in respect of all five (5) contracts, demands that the NWA provides full oversight as it regards the implementation of the contract.

Further, given the "*unprecedented*" value of the contracts as expressed by Mr. Hunter, it would be a reasonable expectation that shrewd diligence and oversight would have been exercised by the NWA in its management of the terms of the individual contracts and the implementation of same.

- 8. The de- bushing and drain cleaning works were executed by labourers engaged by subcontractors and in some instances *"facilitators"* with little or no supervision from the main contractors in the majority of instances.
- 9. The process which was utilized in respect of the sub-contracts which were entered into between the main contractors and the engaged persons/ entities were informal and no more than a gentleman's agreement, which lacks specificity, structure and oversight.
- The burning of debris was observed by the OCG in <u>all</u> parishes visited during the OCG's verification exercise. The Bills of Quantities embedded in each contract specifically



states that debris should be "*disposed of at an approved dump site*". The stated actions amount to a breach of the terms of the contract.

11. An anomaly exists between the total variations calculated by the OCG and that which was stated by the NWA. The OCG's calculations indicate variations totalling \$44,770,331.70, in relation to works executed by three (3) contractors (General Paving Co. Ltd., Asphaltic Concrete Enterprise Ltd. and Build-Rite Construction Ltd) in relation to the de-bushing and drain cleaning programme. The NWA indicated total variations in the amount of \$31,073,606.36 for all five (5) contractors.

Having regard to the aforementioned incongruity, the OCG highlights that the NWA provided verbal instructions to the contractors of variations on the original BQs which made it difficult during the OCG's verification process to confirm locations where works were to be executed and the quantities and value of same.

- 12. Based on a perusal of the Payment Vouchers and Interim Payment Certificates, and the transfer of funds authorization letters prepared by the NWA, the OCG concludes that the following sums were made payable to each contractor in relation for the implementation of the referenced de-bushing and drain cleaning programme as at date June 9, 2017:
 - i. Construction Solutions Ltd a total of \$176,951,302.00;
 - ii. General Paving Co. Ltd. a total of \$78,142,287.70;
 - iii. Asphaltic Concrete Enterprise Ltd. a total of \$38,792,804.00;
 - iv. Build-Rite Construction Ltd. a total of \$131,358,358.00; and
 - v. Y.P. Seaton & Associates Company Ltd. a total of \$64,100,201.06.
- 13. The OCG concludes that all contractors realized profits in excess of 15% of the contract value. Asphaltic Concrete Enterprise Co. Ltd. recorded the lowest profit margin of 17.13% whilst Construction Solutions Ltd. recorded the highest profit margin of 76.44% as at June 9, 2017.



The profit margins mentioned does not take into account the overheads and any associated costs incurred by the contractors in the execution of the works.

14. The OCG concludes that an informal yet entrenched practice and protocol of consultation with Members of Parliament exists in the execution of contracts which are awarded for de-bushing and drain cleaning works. This practice of consultation involves a Member of Parliament being contacted by the main contractor before work commences in his/her constituency and results in the Member of Parliament making a recommendation of sub-contractors/facilitators and/or labourers to be engaged. The recommendation of the Member of Parliament is invariably adopted by the contractor. The OCG is of the considered opinion that such a practice, if left unchecked, has the potential to give rise to a perception of political bias, interference and conflict of interest.

More importantly, the direct involvement of a Member of Parliament or elected representative in the selection of sub-contractors and/or facilitators for the performance of government funded contracts has the potential to result in political corruption, where the selection of these contractors can be linked or associated with political motives and operatives; and where public funds are used to finance political agendas.

15. The OCG concludes that, based on their own admission, Dr. the Hon. Andrew Wheatley, the Hon. Robert Montague and the Hon. Everald Warmington entered into a consultative discussion with Mr. Vincent Taylor and/or representatives of Construction Solutions Ltd. concerning the execution of the subject programme. In addition, the Hon. Daryl Vaz entered into similar discussions with Mr. Patrick Gordon of Asphaltic Concrete Enterprises in the same regard.

The consultative discussions held between the named contractors and Dr. the Hon. Andrew Wheatley, the Hon. Robert Montague and the Hon. Daryl Vaz led to the recommendation by the Members of Parliament, of specific sub-contractors, and in the



case of Dr. the Hon. Andrew Wheatley facilitators, who were ultimately selected for the execution and performance of the respective contracts.

- 16. Mr. Tyrone Robinson, Chairman, North East Regional Health Authority (NERHA), Director, Board of the Tourism Product Development Co. Ltd. (TPDCo) and Campaign Manager for the Hon. Shahine Robinson, acted in the capacity as a facilitator engaged by Construction Solutions Ltd. Mr. Robinson facilitated payments in the amount of over \$4.1M to persons engaged in the performance of a contract which was awarded to Construction Solutions Ltd.
- 17. Having regard to the evidence of Mr. Vincent Taylor, Mr. Tyrone Robinson was provided with payments in the amount of \$2,448,524.16 for the facilitation of works which were undertaken in the parish of St. Catherine. This directly conflicts with the evidence given by Mr. Robinson that he facilitated no works in the parish of St. Catherine. Based upon this dichotomy, the OCG is unable to account for the manner in which the sum of \$2,448,524.16 attributed to works executed in St. Catherine was spent.
- 18. Given the role which was played by the Cabinet, in respect of the referenced programme and the fact that the stated Members of Parliament are sitting members of the said Cabinet, questions may arise as to whether the referenced Members of Parliament found themselves in an invidious or conflicted position.

This opinion is premised upon the seeming imbalance of the consultative process between the contractor and the Members of Parliament. Though it was emphatically stated that the Members of Parliament made '*mere*' recommendations and suggestions, the OCG concludes that this recommendation or suggestion on the part of the Members of Parliament influenced the decisions of the contractors. In this regard, influence, whether expressed or tacit was brought to bear upon a process for which they had



already administered as Cabinet Ministers. Further, this influence transcended into the award of sub-contracts in respect of the execution of the said programme.

- 19. The OCG notes with keen interest the further evidence provided by Mr. Vincent Taylor concerning the involvement of the referenced Members of Parliament in (a) specifying the persons to whom cheques should be made payable (b) the amounts in which same should be made payable and (c) the manner in which same were to be apportioned to the sub-contractors and/or facilitators. This is especially the case when juxtaposed with the denial and challenge of the subject Members of Parliament. In this regard, the OCG can only reasonably conclude that either the Hon. Members of Parliament Mrs. Shahine Robinson, Dr. Andrew Wheatley and Mr. Robert Montague are mendacious in their representations or that Mr. Taylor is being insincere.
- 20. The evidence provided by Mr. Tyrone Robinson is riddled with half-truths, concealed answers and unanswered questions. In some instances the representations made by Mr. Robinson amounts to a direct attempt to mislead as the answers are not just an insult to the authority of the Contractor General but defy common sense and intelligence. Moreover, the answers fall short of assisting the OCG's probe as he sought to change, build, and insert answers on account of his unfamiliarity with the manner in which his role and function was actually executed. Whereas Mr. Robinson may successfully be able to plead ignorance of some of the facts, the OCG rejects the evidence given by Mr. Robinson concerning (a) the manner in which he was engaged by Construction Solutions Ltd. (b) his lack of consultation with the Hon. Shahine Robinson (c) the persons engaged and to whom over \$4. 1 million were made payable and (d) the locations where works had been "facilitated" and for which \$4.1 million had been expended. In this regard, the OCG is of the firm opinion that Mr. Robinson was disingenuous and sought to and did mislead the Contractor General.

Office of the Contractor General Page **363** of **485**



- 21. The use of facilitators as agents or third parties, to receive funds and to pay labourers is a corruption enabling mechanism. In the instant regard, and where no documentation exists to properly account for payment, the use of facilitators neither lends itself to a credible system of accountability nor transparency, as there was no means of determining whether the sums provided to these facilitators were actually paid over to the labourers who executed the works.
- 22. In relation to the allegations that the referenced programme was a means of repaying contractors for contributions made to the Jamaica Labour Party, the OCG is unable to substantiate this claim given the evidence provided and reviewed.
- 23. Having regard to the allegations concerning the politicization of the referenced programme, the OCG concludes, based upon the specifications outlined in the Bills of Quantities and the specific roads and drains identified therein that:
 - De-bushing and drain cleaning works were contracted in approximately 425 locations for which the Member of Parliament is affiliated with the Jamaica Labour Party; and
 - De-bushing and drain cleaning works were contracted in approximately 506 locations for which the Member of Parliament is affiliated with the People's National Party.

The OCG must note with emphasis and with direct reference to Appendix 5 attached hereto, that the aforementioned figures are not indicative of the value of the de-bushing and drain cleaning works which were conducted in the areas specified in the Bills of Quantities. In addition, there were variations in relation to the locations where de-bushing and drain cleaning works were executed, and in



some cases, no works had been executed in certain areas specified in the Bills of Quantities.

Notwithstanding the foregoing, the OCG contends that government contracts and the utilization of public funds should be guided by principles of fairness, equity, transparency, integrity and accountability. The issue of political parties, therefore, ought not to arise.

24. In relation to the issue of value for money, the OCG is unable to determine whether the programme was economical, efficient, or effective. In respect of the issue of effectiveness, the OCG notes that a measurement of the intended objectives against actual results is required. Whereas such a determination would require the expert opinion of the relevant field agents and practitioners, consideration must be given to the utility of this 'unprecedented' programme, given the increased rainfall which the island experienced during the period of May and June 2017, which resulted in extraordinary flooding and infrastructural damage in various communities across the country in which the programme was implemented and which commenced in November 2016.



RECOMMENDATIONS

Section 20 (1) of the Contractor General Act mandates that "after conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefore of the result of that Investigation and make such Recommendations as he considers necessary in respect of the matter which was investigated." (OCG's Emphasis)

- 1. The OCG recommends that the National Works Agency (NWA), its Accounting and Accountable Officers pay keen attention to, and ensure compliance with the GOJ Public Sector Procurement Procedures and all other relevant and applicable policies, in the award and implementation of contracts pursuant to the Contracting under Emergency Circumstances procurement methodology.
- 2. The OCG recommends that where a public body finds it difficult to interpret or understand certain provisions of the GPPH that the assistance of the Ministry of Finance's Procurement Policy Unit (PAPU) be sought to provide clarity. The OCG, in this regard, recommends that public procuring entities desist from registering concerns, ambiguities and questions regarding the procurement guidelines subsequent to the award of contracts.
- 3. The OCG in no way challenges the unfettered power of the Cabinet to provide general direction and control over the affairs of the Government. The OCG, however, recommends that the exercise of such power be in keeping with the established policies, guidelines and regulations which forms a part of the rule of law. It is further being recommended that the Cabinet, in the exercise of its powers, take caution in not circumventing the very rules which it has established and be guided by principles of governance.

Office of the Contractor General Page **366** of **485**



- 4. The OCG recommends that there must be a strengthening of the relevant due diligence and contract management systems of the NWA particularly as it concerns the engagement of sub-contractors by the main contractor. In this regard, the public body must be acutely aware of whether the works have been entirely sub-contracted or sub-contracted in part. In circumstances where sub-contracting is prohibited or conditional, it is strongly being recommended that public bodies, and in this instance, the NWA, strictly enforce these terms. More importantly, the Ministry of Finance and Public Service must seek to strengthen the requirements for the engagement of sub-contractors, as the present provisions are wanting.
- 5. In an effort to avoid even the slightest perception of political bias, conflict of interest and/or favouritism, the OCG recommends that Members of Parliament and Councillors, refrain from becoming directly or indirectly involved in the execution of government contracts. This includes, but is by no means limited to, the provision of recommendations of sub-contractors, facilitators, and/or labourers for the execution and/or performance of government contracts.
- 6. Further, the OCG must recommend that Members of Parliament, Councillors and political operatives recuse themselves from the decision making processes or from influencing the manner in which government contracts are implemented and executed. The OCG is of the considered opinion that where such a practice continues it may give rise to potential conflicts of interest, political interference or corruption, whether real or perceived.
- 7. The OCG recommends that Implementing Agencies and/or public bodies treat with paramount importance and diligence, the implementation and execution of de-bushing and drain cleaning works. It is critical that public bodies establish and enforce mechanisms to ensure effective contract management, adherence to contract terms and conditions and value for money in this regard. This recommendation is premised on the fact that works of this nature form a part of the country's flood mitigation and vector



control programme, which if not effectively and properly executed, may result in grave social and economic harm.

8. The OCG strongly implores the Ministry of Economic Growth and Job Creation (MEGJC) and by extension the NWA, to observe the Government of Jamaica Public Sector Procurement Policy directive of ensuring that opportunities are provided in public procurement for capable local contractors and Micro, Small and Medium Enterprises (MSME) to participate in the provision of goods, services and works on a sustainable and efficient manner.¹⁷¹

¹⁷¹ Section 10.9.1. GOVERNMENT OF JAMAICA PUBLIC SECTOR PROCUREMENT POLICY November 2010 Ministry of Finance and the Public Service



APPENDIX 1A-E

Bills of Quantities for contracts issued to Y.P. Seaton and Associates Co. Ltd.

20		KINGSTON 10+
	PREAMBLES TO THE BILL OF QUANTITIES	
	General Directions	
	Rates and prices shall be filled in for all items of Works described in the Bill of Quantities, whether quantities are stated or not. Items against which no rate or amount is entered will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and amounts in the Bill of Quantities.	
	Sub-headings and item descriptions in the Bill of Quantities identify the work covered by the respective items. The nature and extent of the work is to be ascertained by reference to the Drawings, Specification and Conditions of Contract and shall be deemed to include for all their requirements.	
	The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work including the following and their associated costs, unless expressly stated otherwise:	
	Labour and costs in connection therewith The supply of materials, goods, storage and costs in connection therewith including delivery to site. Taking delivery of materials and goods supplied by others, unloading, storage and costs in connection therewith.	
(iii) (iv)	Plant and costs in connection therewith. Fixing, erecting and installing or placing of materials and goods in position.	
	Temporary Works The effect on phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the tender lis based.	
(vii)	General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender lis based.	
	Is based. Establishment charges, overheads and profit. Waste	
	Testing carried out by the Contractor in accordance with the paricular requirements of the Specifications, including supplying results of tests, reports and certificates and the costs in connection therewith.	
(xi) (xii)	Supplying and delivery of samples to the Engineer in accordance with the Specifications.	
(AII)	Checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates.	
	Attendance and transport for sampling and testing carried out by the Engineer.	
(xiv) (xvi)	Complying with Quality Assurance requirements of the Contract and providing certificates of conformity.	



-5



Natio	ing & Drain Cleaning nal Clean Up & Environmental Programme			Hanover, St. James	Various Locatio s & Westmorela
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 1: ST. HANOVER EASTERN				
	Preliminary & General Items				
А	Contractor's Superintendence & Traffic Control		Sum		675,000
	Cut away and remove from both sides of roadway all				
	undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
в	Shettlewood - Mackfield	m	9500.0	102.00	969,000
С	Shettlewood - Chester Caster	m	4000.0	102.00	408,000
D	Welcome - Copse	m	14000.0	102.00	1,428,000
E	Hopewell - Haughton Grove	m	17000.0	102.00	1,734,000
F	Flint River - Cascade	m	14000.0	102.00	1,428,000
G	Cascade - Flower Hill	m	10000.0	102.00	1,020,000
н	Sandy Bay - Montepellier	m	3000.0	102.00	306,000
J	Flower Hill - Pennycooke	m	880.0	102.00	89,760
K	Kew - Mosquito Cove	m	7000.0	102.00	714,000
L	Cascade - Jericho	m	6000.0	102.00	612,000
M	Thompson Hill - Dundee Mountain	m	7500.0	102.00	765,000
N	Dundee - Cash Hill	m	5000.0	102.00	510,000
P	Maryland - Medley	m	3000.0	102.00	306,000
	Clean Earth Drain				
	Remove all silt and debris and shape earth drain to free flow				
	conditions including disposal of debris at an approved dump site.				
Q	Great River - Kew Bridge	m ³	366.0	1,638.00	599,508
R	Shettlewood - Mackfield	m ³	214.0	1,638.00	350,532
1					
	Clean Side Drain				
	In a second s				
	Remove all silt and debris from side drain to free flow conditions including disposal of debris at an approved dump site.				
s	Shettlewood - Chester Castle	m	4000.0	110.00	440,000
T	Welcome - Copse	m	820.0	110.00	90,200
Ū	Hopewell - Haughton Grove	m	1820.0	110.00	200,200
v	Flint River - Cascade	m	2725.0	110.00	299,750
w	Cascade - Flower Hill	m	1365.0	110.00	150,150
x	Kew - Mosquito Cove	m	2540.0	110.00	279,400
Y	Cascade - Jericho	m	910.0	110.00	100,100
	Carrier and Carrier		Car	ried to Summary	13,474,60
	BQ/1				

Office of the Contractor General Page **370** of **485**



	ing & Drain Cleaning nal Clean Up & Environmental Programme			V Hanover, St. James	arious Locations & Westmoreland
TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 2: ST. HANOVER WESTERN		1121.00	Content from	
	BILL NO. 2. ST. HANOVER WESTERN				
	Preliminary & General Items			difference der b	670,000.00
A	Contractor's Superintendence & Traffic Control		Sum		070,000.00
	Cut away and remove from both sides of roadway all				
	undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
в	Riley - Glasgow	m	12000.0	102.00	1,224,000.00
C	Riley - Bushmouth	m	15500.0	102.00	1,581,000.00
D	Lances River - Haughton Court	m	6000.0	102.00	612,000.00
E	Rock Spring - Parish Border	m	3000.0	102.00	306,000.00
F	Green Island - Glasgow	m	10000.0	102.00	1,020,000.00
G	Kingsvale - Rockingham	m	3000.0	102.00	306,000.00
Н	Kingsvale - Prospect	m	7000.0	102.00	714,000.00
J	Davis Cove - Dias	m	8000.0	102.00	816,000.00
ĸ	Baulk - Green Land	m	2000.0	102.00	204,000.00
L	Chelsea Bridge - Cacoon	m	6000.0	102.00	612,000.00
M	Salt Spring - Mooreland	m	9000.0	102.00	918,000.00
N	Salt Spring - Grange	m	6000.0	102.00	612,000.00
P	Logwood - March Town	m	2000.0	102.00	204,000.00
Q	Green Island - Silver Spring	m	10000.0	102.00	1,020,000.00
	<u>Clean Earth Drain</u>			31	
	Remove all silt and debris and shape earth drain to free flow	1	dista di Ca		
	conditions including disposal of debris at an approved dump site.				
R	Riley - Bushmouth	m ³	305.0	1,638.00	499,590.0
S	Kew Bridge - Lucea	m ³	226.0	1,638.00	370,188.0
	5	m ³	92.0	1,638.00	150,696.0
Т		m ³	60.0	1,638.00	98,280.0
U	Green Island - Negril			1,638.00	199,836.0
V	Riley - Glasgow	m ³	122.0	1,038.00	199,050.0
	Clean Side Drain		10000	and the latest set in the	ria-latin (
	Remove all silt and debris from side drain to free flow conditions	5		alter berge ber	
	including disposal of debris at an approved dump site.	1		and the second second second	
W	Green Island - Glasgow	m	4090.0	110.00	449,900.0
X		m	1725.0	110.00	189,750.0
Y	Davis Cove - Dias	m	1640.0	110.00	180,400.0
2		m	1365.0	110.00	150,150.0
A		m	1820.0	110.00	200,200.0
C		_	Ca	rried to Summary	13,307,990.0
	BQ/2				111

NATIONAL WORKS AGENCY





ushing & Drain Cleaning ational Clean Up & Environmental Programme Hanover, St. Jam					
EM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 3: WESTMORELAND				
	BILL NO. 5: WESTMOKELAND			1	
	Preliminary & General Items				
A	Contractor's Superintendence & Traffic Control		Sum		1,415,000.
				3	
	Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
в	Bartlett's River - Negril	m	18000.0	102.00	1,836,000
	Ferris - Mackfield	m	9000.0	102.00	918,000
-	Scott Cove - Smithfield Bridge	m	15000.0	102.00	1,530,000
	Torrington - Galloway	m	6000.0	102.00	612,000
F	Goodens River - Glasgow	m	14500.0	102.00	1,479,000
G	Dunbars - Torrington	m	2000.0	102.00	204,000
Н	Ferris - Georges Plain	m	5000.0	102.00	510,000
J	Grange Hill - Little London	m	7000.0	102.00	714,000
Κ	Herford - Flower Hill	m	10000.0	102.00	1,020,000
L	Town Head - Blackness	m	1200.0	102.00	122,400
Μ	Whithorn - Darliston	m	7000.0	102.00	714,000
Ν	Lambs River - Chesterfield Bridge	m	4000.0	102.00	408,000
Р	Seaford Town - Marchmont	m	3000.0	102.00	306,000
Q	Chester Castle - Jacks Gate	m	12000.0	102.00	1,224,000
R	Barneyside - Mackfield	m	6000.0	102.00	612,000
S	White House - Petersville	m	,6000.0	102.00	612,000
Т	Darliston - Carmel	m	5000.0	102.00	510,000
U	Negril - Negril Light House	m	3000.0	102.00	306,000
v	Springfield - Silver Spring	m	3500.0	102.00	357,000
W	Grange - Friendship	m	5000.0	102.00	510,000
Х	Torrington - Pennycooke	m	10000.0	102.00	1,020,000
Y	Toll Gate - Bushmouth	m	4000.0	102.00	408,000
Z	Glasgow - Jerusalem Mountain	m	4000.0	102.00	408,000
		m	4500.0	102.00	459,000
	Albany - Moreland Hill	m	6000.0	102.00	612,000
		m	7000.0	102.00	714,000
	Retrieve - Marchmont	m	3600.0	102.00	367,200
	Seaford Town - Pisgah	m	6500.0	102.00	663,000
	Bethel Town - Lambs River	m	8000.0	102.00	816,000
	Struie - Lambs River	m	5000.0	102.00 102.00	510,000 918,000
	Hopeton - Auchindown Bog - Content	m	9000.0 5000.0	102.00	510,000
	Darliston - Woodstock	m	4000.0	102.00	408,000
	Locust Tree - Truro Gate	m	5000.0	102.00	510,000
	and the second se		Carr	ied to Collection	24,242,600
	BQ/3				1
	1. C				11:1

Office of the Contractor General Page **372** of **485**



	al Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
1	DESCRIPTION				
			1254		
	BILL NO. 3: WESTMORELAND (CONT'D)				
	Clean Earth Drain				
	Remove all silt and debris and shape earth drain to free flow		Sec. Burk		
	conditions including disposal of debris at an approved dump site.	1-1			
	Bartlett's River - Negril	m ³	220.0	1,638.00	360,360.00
	Ferris - Mackfield	m ³	50.0	1,638.00	81,900.00
:	Scott Cove - Smithfiled Bridge	m ³	50.0	1,638.00	81,900.0
	Torrington - Galloway	m ³	50.0	1,638.00	81,900.0
	Gooden's River - Glasgow	m ³	220.0	1,638.00	360,360.0
7	Dunbars River - Torrington	m ³	50.0	1,638.00	81,900.0
ì	Herford - Flower Hill	m ³	100.0	1,638.00	163,800.0
ł	Whithorn - Darliston	m ³	30.0	1,638.00	49,140.0
	Lambs River - Chesterfield Bridge	m ³	50.0	1,638.00	81,900.0
C.	Seaford Town - Marchmount	m ³	30.0	1,638.00	49,140.0
-	Chester Castle - Jack's Gate	m ³	50.0	1,638.00	81,900.0
1	New Hope - Sheffield	m ³	50.0	1,638.00	81,900.0
V	Retrieve - Marchmont	m ³	30.0	1,638.00	49,140.0
	are real and a second of the			-	
•	<u>Clean U-Drains</u> Remove all silt and debris from U-drain to free flow conditions		1		
	including disposal of debris at an approved dump site.			1	
Р	Bartlett's River - Negril	m ³	50.0	1,638.00	81,900.0
Q	Ferris - Mackfield	m ³	50.0	1,638.00	81,900.0
R	Scott Cove - Smithfiled Bridge	m ³	50.0	1,638.00	81,900.0
S	Torrington - Galloway	m ³	30.0	1,638.00	49,140.0
Т	Gooden's River - Glasgow	m ³	50.0	1,638.00	81,900.0
U	Dunbars River - Torrington	m ³	50.0	1,638.00	81,900.0
v	Herford - Flower Hill	m ³	30.0	1,638.00	49,140.
W	Lambs River - Chesterfield Bridge	m ³	30.0	1,638.00	49,140.
Х	Chester Castle - Jack's Gate	m ³	30.0	1,638.00	49,140.
Y	New Hope - Sheffield	m ³	30.0	1,638.00	49,140.
	I OTAT B				
	SEAL 3				
_	lied S	1	Car	ried to Collection	2,260,440.
-	and all all all all all all all all all al				
	and the second sec				

Office of the Contractor General Page **373** of **485** NATIONAL WORKS AGENCY

140 MAXFIELD AVENUE KINGSTON 10- JAMAICA





	ironmental Drogramme			Hanover, St. James	& Westmorela
M	ironmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
RILL NO 3. W	STMORELAND (CONT'D)				
BILL NO. 5. W	SIMOREDAND (CONT D)				
Clean Side Drai	1	1			
	nd debris from side drain to free flow c	onditions	011-120		
including dispos	al of debris at an approved dump site.	investigation of	1.1		
Bartlett's River -	Negril	m	500.0	110.00	55,000.
Ferris - Mackfield		m	700.0	110.00	77,000.
Scott Cove - Smi	hfiled Bridge	m	700.0	110.00	77,000.
) Torrington - Gall	oway	m	700.0	110.00	77,000.
Gooden's River -	Glasgow	m	700.0	110.00	77,000.
Dunbars River - 7	forrington	m	700.0	110.00	77,000.
Herford - Flower	Hill	m	800.0	110.00	88,000.
H Whithorn - Darlis	ton	m	600.0	110.00	66,000.
Lambs River - Cl	esterfield Bridge	m	700.0	110.00	77,000.
Seaford Town - N	larchmount	m	600.0	110.00	66,000.
Chester Castle - J	ack's Gate	m	700.0	110.00	77,000.
A New Hope - She	field	m	700.0	110.00	77,000.
N Retrieve - March	nont	m	600.0	110.00	66,000.
Clean Culvert					
	nd debris from culvert to free flow con al of debris at an approved dump site.	ditions_	1977 - 1979 - 19 1979 - 1979 - 19		
P Bartlett's River -	Neoril	No	6.0	10,000.00	60,000.
Q Ferris - Mackfiel	-	No	6.0	10,000.00	60,000.
R Scott Cove - Smi		No	6.0	10,000.00	60,000
S Torrington - Gall		No	5.0	10,000.00	50,000
T Gooden's River -		No	5.0	10,000.00	50,000
U Dunbars River -		No	6.0	10,000.00	60,000
V Whithorn - Darli	-	No	4.0	10,000.00	40,000
	hesterfield Bridge	No	5.0	10,000.00	50,000
X Seaford Town - 1	-	No	4.0	10,000.00	40,000
Y Chester Castle -		No	5.0	10,000.00	50,000
Z New Hope - She	field	No	5.0	10,000.00	50,000
A Retrieve - March		No	4.0	10,000.00	40,000
		13			
		Area and			
		Sec. 1			
			Carr	ied to Collection	1,567,000
		•			
		- 3Q/5			

Office of the Contractor General Page **374** of **485**





	nal Clean Up & Environmental Programme	UNIT	QTY	Hanover, St. James RATE	AMOUNT (\$)
EM	DESCRIPTION	UNIT	QT		
	BILL NO. 3: WESTMORELAND (CONT'D)	24		<u>960)674876</u> 8	
	Clean Catch Basin			suit.	
	Remove all silt and debris from catch basin to free flow			Colored Automatics Party	
	conditions including disposal of debris at an approved dump site.			a destada parte a	
		No	6.0	5,455.00	32,730.00
A	Bartlett's River - Negril	No	5.0	5,455.00	27,275.00
B	Torrington - Galloway	No	5.0	5,455.00	27,275.00
С	Gooden's River - Glasgow	No	4.0	5,455.00	21,820.00
D	Whithorn - Darliston	No	5.0	5,455.00	27,275.00
E	Lambs River - Chesterfield Bridge	No	4.0	5,455.00	21,820.00
F	Seaford Town - Marchmount	No	5.0	5,455.00	27,275.00
G	Chester Castle - Jack's Gate	No	5.0	5,455.00	27,275.00
Н	New Hope - Sheffield	No	4.0	5,455.00	21,820.00
J	Retrieve - Marchmont	110	4.0	5,155100	
	Carried to Collection			s	234,565.00
	Carried to Conection	1		10 m 10 m 1	15 110 00100
	COLLECTION			0.20	
					24,242,600.00
	Total from page BQ/3	19.23		COLUMN STREET	24,242,000.00
	Total from page BQ/4	22.63	TR. On St.		2,260,440.00
					1,567,000.00
	Total from page BQ/5			a da el agrece a ce	1,507,000.00
	Total from page BQ/6 (above)				234,565.0
	in the second				
	and the second se		1000	spectrum in series	and the
				onderfording of The	
	Second Second			the stand of the	
	The states			64110061 Ct	11 M 10 M
	C. C. Martin C.		1	approximation (Mathematical)	contraction of the
	121	100			
	E CUAL E			1	
	13 224 15	1	×		
	13				
	A Contraction of the second seco		C	arried to Summary	28,304,605.0
-			1		
			100		
			8		
	BQ/6				19

Office of the Contractor General Page **375** of **485**





ILL OF QUANTITIES				140 MAXFIELD AVI KINGSTON 10- JAM
shing & Drain Cleaning tional Clean Up & Environmental Programme			Hanover, St. James	Various Locations & Westmorela
	UNIT	QTY	RATE	AMOUNT (\$)
BILL NO. 4: ST. JAMES		1.1	1	
Preliminary & General Items	- 1		1	
A Contractor's Superintendence & Traffic Control	1	Sum		1,570,000
		1.00		
Cut away and remove from both sides of roadway all		1.1.1.1		
undergrowth, roots silt and debris, cut back overhanging trees to				
create a minimum overhead clearance of 3.3m above finish road				
surface and dispose of all debris at an approved dump site.		5		
		0100.0	102.00	214 200
B Pillars - Montego Bay	m	2100.0	102.00	214,200
C Montego Bay - Great River	m	1300.0	102.00	132,600
D Reading - Anchovy	m	5500.0	102.00	561,000
E Anchovy - Shettlewood	m	6790.0	102.00	692,580
F Flankers - Whitehouse	m	2500.0 5900.0	102.00 102.00	255,000 601,800
G Adelphi - Hampden	m	2500.0	102.00	255,000
H Point - Flamstead Gardens	m	7000.0	102.00	714,000
J Mocho - Niagara	m	15000.0	102.00	1,530,000
K Barnett - Adelphi	m m	19000.0	102.00	1,938,000
L Fairfield - Point		7660.0	102.00	781,320
Marchmont - Washfoot Gully	m	400.0	102.00	40,800
N Cambridge - Senior P Cambridge - Montpellier	m m	6000.0	102.00	612,000
	m	6980.0	102.00	711,960
Q Flamstead Garden - Mocho R Canaan - Dumfries	m	4000.0	102.00	408,000
S Point - Flagstaff	m	6800.0	102.00	693,600
T Wiltshire - Lethe	m	4500.0	102.00	459,000
V Anchovy - Mount Horeb	m	11250.0	102.00	1,147,500
W Bickersteth - Mount Horeb	m	4400.0	102.00	448,800
X Ducketts - Welcome Hall	m	15500.0	102.00	1,581,000
Y Montpellier - Mafoota	m	4900.0	102.00	499,800
Z Adelphi - Kent	m	6500.0	102.00	663,000
AA Sign - Virgin Valley	m	11400.0	102.00	1,162,800
AB Guilsboro - Kensington	m	5000.0	102.00	510,000
AC Cambridge - Retrieve	m	3300.0	102.00	336,600
D Maroon Town - Flamstead Gardens	m	2500.0	102.00	255,000
AE John's Hall - Stepelton	m	· 7200.0	102.00	734,400
AF Flagstaff - Georges Valley	m	2560.0	102.00	261,120
AG Amity Hall - Sunderland	m	1800.0	102.00	183,600
H Guilsboro - Mount Industry	m	7780.0	102.00	793,560
AJ Orange Hill - Stonehenge	m	1000.0	102.00	102,000
K Marchmont - Mocho	m	6000.0	102.00	612,000
AL Virgin Valley - Content Mountain	m	6000.0	102.00	612,000
M Catadupa - Catadupa School	m	690.0	102.00	70,380
AN Shaw Castle - Silver Grove	m	3200.0	102.00	326,400
AP Maroon Town - Springvale	m	10400.0	102.00	1,060,800
and Strangersteries		Carr	ied to Collection	23,531,620

Office of the Contractor General Page **376** of **485**





	ng & Drain Cleaning			v Hanover, St. James	arious Locations & Westmoreland
M	al Clean Up & Environmental Programme	UNIT	QTY	RATE	AMOUNT (\$)
1	BILL NO. 4: ST. JAMES (CONT'D)		1		
- I'	Clean Earth Drain				
	Remove all silt and debris and shape earth drain to free flow conditions including disposal of debris at an approved dump site.			1	
ľ		1		1 (28 00	900,900.00
	Barnett - Adelphi - Hampden	m ³	550.0	1,638.00	491,400.00
3	Fairfield - Point	m ³	300.0	1,638.00	
- 1	Pillars - Montego Bay	m ³	300.0	1,638.00	491,400.00 491,400.00
	Reading - Anchovy	m ³	300.0	1,638.00	491,400.00
	Montpellier - Cambridge	m ³	250.0	1,638.00 1.638.00	466,830.00
F	Anchovy - Shettlewood	m ³	285.0	1,638.00	400,850.00
	Chan II Darlar				
	<u>Clean U-Drains</u> <u>Remove all silt and debris from U-drain to free flow conditions</u>			ł	
	including disposal of debris at an approved dump site.			1	
G	Montego Bay Township	m ³	1330.0	1,638.00	2,178,540.0
H	Pillars - Montego Bay	m ³	300.0	1,638.00	491,400.0
J	Montego - Great River	m ³	500.0	1,638.00	819,000.0
	<u>Clean Side Drain</u>				
	Remove all silt, debris from side drain to free flow conditions				
	including disposal of debris at an approved dump site.				222 200 0
K	Barnett - Adelphi - Hampden	m	2000.0	110.00 110.00	220,000.0 440,000.0
L	Fairfield - Point	m	4000.0 750.0	110.00	82,500.0
М	Montpellier - Cambridge	m	750.0		,
	Clean Culvert				
	Remove all silt and debris from culvert to free flow conditions				
	including disposal of debris at an approved dump site.				
		No	11.0	10,000.00	110,000.0
N P	Barnett - Adelphi - Hampden Fairfield - Point	No	10.0	10,000.00	100,000.0
ò	Reading - Anchovy	No	4.0	10,000.00	40,000.0
R	Montpellier - Cambridge	No	1 ··· 1	10,000.00	30,000.0
S	Anchovy - Shettlewood /	No	2.0	10,000.00	20,000.0
				Li I ta Callest	7,782,870.
			Carr	ied to Collection	7,702,070.

BQ/8

Office of the Contractor General Page **377** of **485**





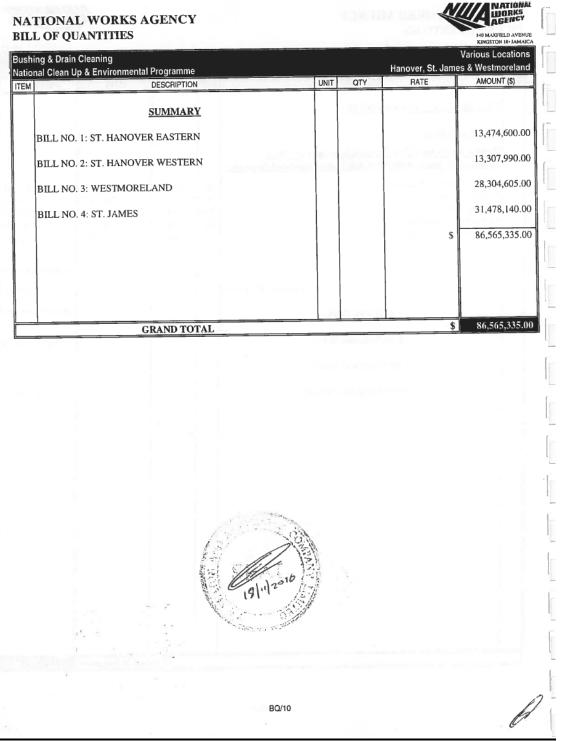
tion	ng & Drain Cleaning nal Clean Up & Environmental Programme			Hanover, St. James	
М	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BH I NO 4. ST LAMES (CONTID)				
	BILL NO. 4: ST. JAMES (CONT'D)				
	Clean Catch Basin				
	Remove all silt and debris from catch basin to free flow				
	conditions including disposal of debris at an approved dump site.				
1	Barnett - Adelphi - Hampden	No	11.0	5,455.00	60,005.0
3	Fairfield - Point	No	10.0	5,455.00	54,550.0
2	Reading - Anchovy	No	4.0	5,455.00	21,820.0
5	Montpellier - Cambridge	No	3.0	5,455.00	16,365.0
Ē	Anchovy - Shettlewood	No	2.0	5,455.00	10,910.0
-					
				\$	162 650
	Carried to Collection			2	163,650.0
	COLLECTION				
	Total from page BQ/7				23,531,620.
	Total from page BQ/8				7,782,870.
	Total Hom page DQ/0				
	Total from page BQ/9 (above)				163,650.
				1	
	1. 1. T.				
	· · · · · · · · · · · · · · · · · · ·				
	· · · · · · · · · · · · · · · · · · ·				
	Ý 3	· · .			
		2			
_			Car	ried to Summary	31,478,140

BQ/9

Ministry of Economic Growth and Job Creation National Works Agency Office of the Contractor General Page **378** of **485**

June 2017





Office of the Contractor General Page **379** of **485**



Bills of Quantities for contracts issued to General Paving Co. Ltd.

	FIONAL WORKS AGENCY L OF QUANTITIES	140 MAXFIELD
BILI	JOF QUARTITIES	KINGSTON 10
	PREAMBLES TO THE BILL OF QUANTITIES	
	General Directions	
	Rates and prices shall be filled in for all items of Works described in the Bill of Quantities, whether quantities are stated or not. Items against which no rate or amount is entered will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and amounts in the Bill of Quantities.	
	Sub-headings and item descriptions in the Bill of Quantities identify the work covered by the respective items. The nature and extent of the work is to be ascertained by reference to the Drawings, Specification and Conditions of Contract and shall be deemed to include for all their requirements.	
	The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work including the following and their associated costs, unless expressly stated otherwise:	
(i)	Labour and costs in connection therewith	
	The supply of materials, goods, storage and costs in connection therewith including delivery to site. Taking delivery of materials and goods supplied by others, unloading, storage and costs in connection therewith.	
(iii)	Plant and costs in connection therewith.	
(iv)	Fixing, erecting and installing or placing of materials and goods in position.	
(vi)	Temporary Works The effect on phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the tender is based.	
(vii)	General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.	
	Establishment charges, overheads and profit. Waste	
(x)	Testing carried out by the Contractor in accordance with the paricular requirements of the Specifications, including supplying results of tests, reports and certificates and the costs in connection therewith.	
	Supplying and delivery of samples to the Engineer in accordance with the Specifications.	
(xii)	Checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates.	
	Attendance and transport for sampling and testing carried out by the Engineer.	
	Complying with Quality Assurance requirements of the Contract and providing certificates of conformity. Awaiting approvals and consent.	





ushi	ing & Drain Cleaning	Trelawny, Kingston & St.				
	nal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)	
TEM						
	BILL NO. 1: ST. ANDREW EAST RURAL					
- 1	Preliminary & General Items		Sum		770,000	
A	Contractor's Superintendence & Traffic Control		Jun		-	
1						
	Cut away and remove from both sides of roadway all					
	undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road					
	create a minimum overhead clearance of orshind bore minimum reserves surface and dispose of all debris at an approved dump site.					
	surface and dispose of all debris at an approved damp me				724 200	
в	Harbour View - Bull Bay	m	7100.0	102.00	724,200	
C	Cooperage - Guava Ridge	m	10930.0	102.00	1,114,860	
D	Guava Ridge - Silver Hill Gap	m	13460.0	102.00	1,372,920 192,780	
E	Silver Hill Gap - Section	m	1890.0	102.00	853,740	
F	Guava Ridge - Mahogany Vale	m	8370.0	102.00	1,406,580	
G	Papine - Redlight	m	13790.0	102.00	1,025,100	
Н	Redlight - Hardware Gap	m	10050.0	102.00 102.00	1,823,760	
J	Papine - Bull Bay	m	17880.0	102.00	624,240	
K	Maryland - Woodford	m	6120.0	102.00	527,340	
L	Papine - Skyline Drive	m	5170.0	102.00	161,160	
М	Gordon Town - Penfield	m	1580.0	102.00	970,020	
Ν	Barbican - Skyline Drive	m	9510.0 7650.0	102.00	780,300	
Р	Woodford - Norbrook	m	3300.0	102.00	336,600	
Q	Lindos Gap - Constitutional Hill	m	7080.0	102.00	722,160	
R	Drummond - Halberstadt	m	/080.0	102.00	,	
	Drain Cleaning					
	Remove all silt and debris from drain to free flow conditions					
	including disposal of debris at an approved dump site.					
s	Harbour View - Bull Bay	m ³	1220.0	1,638.00	1,998,360	
Ŭ						
		1				
		1	1 1			
			<u> </u>	ed to Summary	15,404,120	



NATIONAL WORKS AGENCY



IL	L OF QUANTITIES				140 MAXFIELD AVEN KINGSTON 10- JAMA
Ishi	ng & Drain Cleaning				arious Location
ition	al Clean Up & Environmental Programme	UNIT	QTY	RATE	AMOUNT (\$)
EM	DESCRIPTION	UNIT			
	BILL NO. 2: ST. ANDREW WEST RURAL				
	-				
	Preliminary & General Items		Sum	1	745,000.0
A	Contractor's Superintendence & Traffic Control				
				1	
	Cut away and remove from both sides of roadway all				
	undergrowth roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road			1	
	surface and dispose of all debris at an approved dump site.			1	
		m	5200.0	102.00	530,400.0
В	Constant Spring - Stony Hill	m	12660.0	102.00	1,291,320.0
С	Stony Hill - Toms River	m	11700.0	102.00	1,193,400.0
D	Stony Hill - Parks Road	m	3600.0	102.00	367,200.0
E	Old Stony Hill Road - Long Lane	m	8530.0	102.00	870,060.0
F	Golden Spring - Mt. Airy	m	10970.0	102.00	1,118,940.0
G	Coakley - Mt. Airy	m	900.0	102.00	91,800.0
Н	Old Golden Spring Road	m	5710.0	102.00	582,420.0
J	Havendale - Guava Gap	m	4520.0	102.00	461,040.0
К	Mannings Hill - Sterling Castle	m	9050.0	102.00	923,100.0
L	Nolan Hill - Border	m	10690.0	102.00	1,090,380.0
М	Santa Maria - Turnbridge	m	1000.0	102.00	102,000.0
Ν	Turnbridge - Santa Loop Road	m	2010.0	102.00	205,020.0
Р	Swain Spring - Red Hills	m	6580.0	102.00	671,160.0
Q	Unity - Toms River	m	11520.0	102.00	1,175,040.0
R	St. Christopher - Glengoffe	m	2010.0	102.00	205,020.0
s	Swain Spring - Padmore	m	6940.0	102.00	707,880.0
Т	12 Miles Roack Hall - Bean Junction	m	2660.0	102.00	271,320.0
U	Rock Hall - Coopers Hill	m	7730.0	102.00	788,460.0
v	Waddles - Cypress Hall	m	4960.0	102.00	505,920.
W	Rock Hall - Parks Road				
	Ducin Classing				
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions				
	including disposal of debris at an approved dump site.				
v	Otom Hill Teme Biyer	m ³	610.0	1,638.00	999,180.
х	Stony Hill - Toms River				
					1100/060
-			Car	ried to Summary	14,896,060.



NATIONAL WORKS AGENCY



ish	IL OF QUANTITIES			V Trelawny, Kings	arious Location
atio EM	nal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 3: ST. ANDREW NORTH EASTERN	17.41	Qui Gare	COLUMN TRAD	171.1.018
A	<u>Preliminary & General Items</u> Contractor's Superintendence & Traffic Control	ter tilde	Sum		85,000.0
	Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site.			the test the second	
в	Salem Avenue Gully	m	490.0	102.00	49,980.0
C	Jacks Hill Road	m	2940.0	102.00	299,880.0
	Drain Cleaning Remove all silt and debris from drain to free flow conditions				
	including disposal of debris at an approved dump site.	m ³	306.0	1,638.00	501,228.0
2	Jacks Hill Road & Dillsbury Avenue	m ³	153.0	1,638.00	250,614.0
E	Salem Avenue Gully Andrews Pen Gully	m ³	183.0	1,638.00	299,754.0
G	Grants Pen Road Gully (at fording)	m ³	123.0	1,638.00	201,474.0
	-				
					1,687,930.0





IL	L OF QUANTITIES				140 MAXFIELD AVENUE KINGSTON 10- JAMAJCA
atio	ing & Drain Cleaning nal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY		Various Locations ston & St. Andrew AMOUNT (\$)
A	BILL NO. 4: ST. ANDREW NORTH CENTRAL Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum		15,000.00
в	<u>Cut away and remove from both sides of roadway all</u> <u>undergrowth, roots silt and debris, cut back overhanging trees to</u> <u>create a minimum overhead clearance of 3.3m above finish road</u> <u>surface and dispose of all debris at an approved dump site.</u> Shortwood Road	m	980.0	102.00	99,960.00
с	Drain Cleaning <u>Remove all silt and debris from drain to free flow conditions</u> <u>including disposal of debris at an approved dump site.</u> Benson Ford Gully	m	122.0	1,638.00	199,836.00
		1			



NATIONAL WORKS AGENCY



lushin	ig & Drain Cleaning al Clean Up & Environmental Programme			V. Trelawny, Kings	arious Location ton & St. Andrev
TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
A	BILL NO. 5: KINGSTON EAST & PORT ROYAL Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum		35,000.0
AF	Drain Cleaning Remove all silt and debris from drain to free flow conditions ncluding disposal of debris at an approved dump site. Rockfort Road (Near JPS Plant) Harbour Drive	m ³ m ³	214.0 183.0	1,638.00 1,638.00	350,532.0 299,754.0
				ried to Summary	685,286.

	BILL NO. 6: ST. ANDREW EASTERN				
A	Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum		65,000.00
в	Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site. Mona Road (Aquaduct - UWI Main Entrance)	m	700.0	102.00	71,400.00
C D	Drain Cleaning <u>Remove all silt and debris from drain to free flow conditions</u> <u>including disposal of debris at an approved dump site.</u> Mona Road (Aquaduct - UWI Main Entrance) Munroe Drain	m ³ m ³	244.0 428.0	1,638.00 1,638.00	399,672.00 701,064.00
	BQ/5		Carrie	ed to Summary	1,237,136.00

Office of the Contractor General Page **385** of **485**



LL OF QUANTITIES shing & Drain Cleaning			A CALL OF THE PARTY AND A CALL OF THE	arious Locations
ional Clean Up & Environmental Programme M DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
BILL NO. 7: ST. ANDREW SOUTH WESTERN Preliminary & General Items Contractor's Superintendence & Traffic Control Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site. Tinson Pen - East Avenue	m ³	Sum 1832.0	1,638.00	160,000.00 3,000,816.00

Carried to Summary 1,104,958.00

BQ/6

Office of the Contractor General Page **386** of **485**





BILL OF QUA					KINGSTON 10- JAMAJCA
Bushing & Drain Cle	eaning			Trelawny, Kir	Various Locations
and the second se	Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
ITEM	DEGORA HOR				

BILL NO. 9: ST. ANDREW WESTERN Preliminary & General Items Contractor's Superintendence & Traffic Control Design Charges		Sum	A M AND AND A	85,000.00
Drain Cleaning Remove all silt and debris from drain to free flow condition including disposal of debris at an approved dump site. B Spanish Town Road (Nanse Gully) C Cooreville Drain (Bob Marley Way - High Ise)	ions m ³ m ³	366.0 611.0	1,638.00 1,638.00	599,508.00 1,000,818.00
		Car	ried to Summary	1,685,326.00

			Car	ried to Summary	1,580,408.00
A	Preliminary & General Items Contractor's Superintendence & Traffic Control Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site. Abberville Drain	m ³	Sum 916.0	1,638.00	80,000.00

Office of the Contractor General Page **387** of **485**







					Various Locations
Bushing & Drain Clear	nvironmental Programme			Trelawny, Kir	igston & St. Andrew
lational Clean Up & E		UNIT	OTY	RATE	AMOUNT (\$)
ITEM	DESCRIPTION	UNIT	un i	10116	

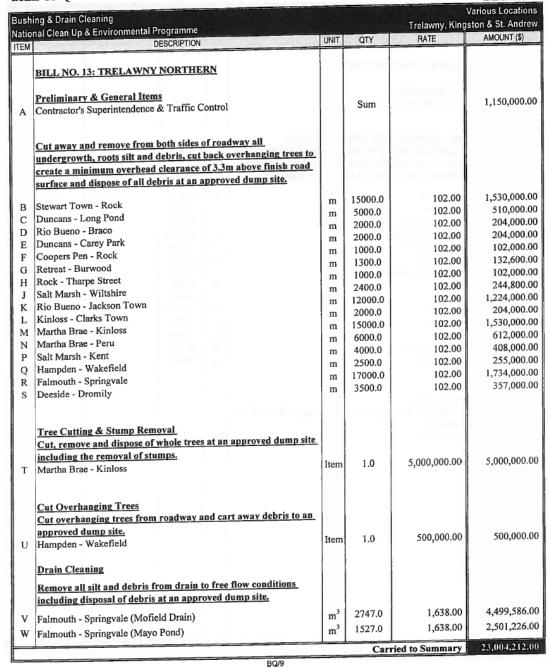
Drain Cleaning <u>Remove all silt and debris from drain to free flow conditions</u> <u>including disposal of debris at an approved dump site.</u> Drains in and around Half-Way-Tree	m ³	245.0	1,638.00	401,310.00
Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum	25 I F 8	25,000.00
	Contractor's Superintendence & Traffic Control Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site.	Preliminary & General Items Contractor's Superintendence & Traffic Control Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site.	Preliminary & General Items Sum Contractor's Superintendence & Traffic Control Sum Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site.	Preliminary & General Items Sum Contractor's Superintendence & Traffic Control Sum Drain Cleaning Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site. Image: Control including disposal of debris at an approved dump site.

includi	ere all silt and debris from drain to free flow conditions ing disposal of debris at an approved dump site. h Town Road (from Fleetmaster - Three Miles)	m ³	366.0	1,638.00	599,508.00

BQ/8

Office of the Contractor General Page **388** of **485**





Office of the Contractor General Page **389** of **485** GENCY

IN 10- JAM



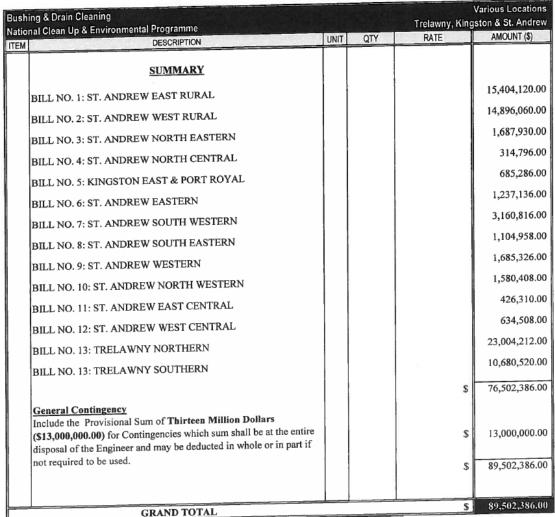
NATIONAL WORKS AGENCY



140 MAXFIELD AVENUE BILL OF QUANTITIES KINGSTON 10+ JAMAI Various Locations **Bushing & Drain Cleaning** Trelawny, Kingston & St. Andrew National Clean Up & Environmental Programme RATE AMOUNT (\$) QTY UNIT DESCRIPTION ITEM BILL NO. 13: TRELAWNY SOUTHERN Preliminary & General Items 535,000.00 Sum Contractor's Superintendence & Traffic Control А Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site. 1,627,920.00 15960.0 102.00 m Stettin - Highgate Hall в 102,000.00 102.00 1000.0 m Albert Town - Stettin С 102.00 408,000.00 4000.0 m Albert Town - Ulster Spring D 1,020,000.00 102.00 10000.0 m Jackson Town - Ulster Spring Е 510,000.00 102.00 5000.0 m F Freemans Hall - Litchfield 663,000.00 102.00 6500.0 m G Ulster Spring - Stettin 102.00 438,600.00 4300.0 m Wait-A-Bit - Hector's River Bridge Н 510,000.00 102.00 5000.0 m Wirefence - Warsop J 1,020,000.00 102.00 10000.0 m Albert Town - Troy К 306,000.00 3000.0 102.00 m Albert Town - Allside L 306,000.00 102.00 3000.0 m Μ Allside Feeder Roads 510,000.00 102.00 5000.0 m Troy - Heading Ν 102.00 816,000.00 8000.0 m Laughton Town - Lorrimers р 408,000.00 4000.0 102.00 m 0 St. Vincent - Burnt Hill Cut Overhanging Trees Cut overhanging trees from roadway and cart away debris to an approved dump site. 1,500,000.00 1,500,000.00 Item 1.0 Hampden - Wakefield R 10,680,520.00 Carried to Summary BQ/10

Office of the Contractor General Page **390** of **485**





BQ/11

Office of the Contractor General Page **391** of **485** NATIONAL LIORKS AGENCY

40 MAXFIELD AVENUE KINGSTON 10- JAMAIC



Bills of Quantities for contracts issued to Construction Solutions Co. Ltd.

ng & Drain Cleaning				Various Location St. Mary & St. An
DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
BILL NO. 1: ST. CATHERINE SOUTH WESTERN				
Preliminary & General Items			1	
Contractor's Superintendence & Traffic Control		Sum		1,260,000.0
			1	
Cut any and any from both sides of readway all				
Cut away and remove from both sides of roadway an				
area to a minimum overhead clearance of 3.3m above finish road				
surface and dispose of all debris at an approved dump site.				
				1,020,000.0
Bamboo - Bushy Park				1,836,000.0
	I	1000010		612,000.0
				612,000.0
Colbeck Junction - Planters		0000.0	102.00	012,000.
Drain Cleaning				
Remove all silt and debris from drain to free flow conditions			1	
	3	1100.0	1 638 00	1,801,800.
				9,009,000.
			-,	8,190,000.
			.,	819.000.
Colbeck Junction - Planters	m	500.0	1,638.00	819,000.
	1			
	BILL NO. 1: ST. CATHERINE SOUTH WESTERN Preliminary & General Items Contractor's Superintendence & Traffic Control Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site. Bamboo - Bushy Park Old Harbour Bay - Bartons Gutters - Free Town Colbeck Junction - Planters Drain Cleaning Remove all silt and debris from drain to free flow conditions. including disposal of debris at an approved dump site. Bamboo - Bushy Park Old Harbour Bay - Bartons Gutters - Free Town Colbeck Junction - Planters	DESCRIPTION UNIT BILL NO. 1: ST. CATHERINE SOUTH WESTERN. Preliminary & General Items Image: Contractor's Superintendence & Traffic Control Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site. m Bamboo - Bushy Park m m Old Harbour Bay - Bartons m m Drain Cleaning m m Bamboo - Bushy Park m m Oldbeck Junction - Planters m m Drain Cleaning m m Bamboo - Bushy Park m m Old Harbour Bay - Bartons m m Gutters - Free Town m m Colbeck Junction - Planters m m Bamboo - Bushy Park m m Gutding disposal of debris at an approved dump site. m³ Bamboo - Bushy Park m³ Gutters - Free Town m³ Gutters - Free Town m³	DESCRIPTIONUNITQTYBILL NO. 1: ST. CATHERINE SOUTH WESTERNPreliminary & General Items Contractor's Superintendence & Traffic ControlSumCut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site.m10000.0Bamboo - Bushy Parkm10000.0m18000.0Old Harbour Bay - Bartons Gutters - Free Townm6000.06000.0Drain Cleaning Remove all silt and debris at an approved dump site.m11000.0Bamboo - Bushy Parkm6000.0mOld Harbour Bay - Bartons Gutters - Free Townm10000.0Colbeck Junction - Plantersm6000.0Drain Cleaning Remove all silt and debris from drain to free flow conditions. including disposal of debris at an approved dump site.m³Bamboo - Bushy Park Old Harbour Bay - Bartons Gutters - Free Townm³5500.0Gutters - Free Townm³5500.0Mark Old Harbour Bay - Bartons Gutters - Free Townm³5000.0	DESCRIPTIONUNITQTYRATEBILL NO. 1: ST. CATHERINE SOUTH WESTERN

BQ/1





SILL OF QUALITIES				KINOSTON 10+ JAMAJC/
Bushing & Drain Cleaning		2 CALLS		Various Locations
lational Clean Up & Environmental Programme			St. Catherine, St.	St. Mary & St. Ann
TEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
BILL NO. 3: ST. CATHERINE CENTRAL Preliminary & General Items A Contractor's Superintendence & Traffic Control		Sum		325,000.00
Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site.				
B Spanish Town	m	4500.0	102.00	459,000.0
C Williams Street	m	500.0	102.00	51,000.0

			1		
			1		
Н	Twickenham Park - Old Harbour Rbt via Burke Rd	m ³	1700	1,638.00	2,784,600.00
G	Spanish Town - Bamboo (St. John's Road)	m ³	990.0	1,638.00	1,621,620.00
F	Williams Street	m ³	550.0	1,638.00	900,900.00
E	Drain Cleaning <u>Remove all silt and debris from drain to free flow conditions</u> including disposal of debris at an approved dump site. Spanish Town	m ³	100.0	1,638.00	163,800.00
D	Twickenham Park - Old Harbour Rbt via Burke Rd	m	1500.0	102.00	153,000.00
	Spanish Town Williams Street	m m	4500.0 500.0	102.00 102.00	459,000.00 51,000.00
BC					

BQ/3





lsh	ing & Drain Cleaning nal Clean Up & Environmental Programme				Various Location St. Mary & St. An
EM		UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 5: ST. CATHERINE WEST CENTRAL	34.	12.2 19.00		
	Preliminary & General Items			1022-01-24	
A	Contractor's Superintendence & Traffic Control		Sum		740,000.0
	Cut away and remove from both sides of roadway all		1.00	alter services	
	undergrowth, roots silt and debris, cut back overhanging trees to	12	1212	sectors and a sec-	
	create a minimum overhead clearance of 3.3m above finish road		day a Million	1000	
	surface and dispose of all debris at an approved dump site.	100		10.100	
в	Bamboo - Worthy Park	m	20000.0	102.00	2,040,000.0
С	Spanish Town - Bamboo	m	10000.0	102.00	1,020,000.0
D	Bartons - Ginger Ridge	m	14000.0	102.00	1,428,000.0
Ē	Back Pasture - Junction	m	6000.0	102.00	612,000.0
F	Planters - Sandy Ground	m	7000.0	102.00	714,000.0
G	Barry - Point Hill	m	7000.0	102.00	714,000.0
H	Eleven Miles - Barry	m	3000.0	102.00 102.00	306,000.0
J	Barry - Bog Walk	m	11000.0	102.00	1,122,000.0
	and pressain in the state				
	Drain Cleaning			-1-11	
	Remove all silt and debris from drain to free flow conditions			1.000	
	including disposal of debris at an approved dump site.	1			
к	Bamboo - Worthy Park	m ³	450.0	1,638.00	737,100.0
L	Spanish Town - Bamboo	m ³	990.0	1,638.00	1,621,620.
M	Barry - Bog Walk	m ³	700.0	1,638.00	1,146,600.
	Clean Culvert				
	Remove all silt and debris from culvert to free flow conditions including disposal of debris at an approved dump site.				
		No	90.0	10,000.00	900,000.
N	Bartons - Ginger Ridge	No	50.0	10,000.00	500,000.
P	Back Pasture - Junction	No	40.0	10,000.00	400,000.
Q	Planters - Sandy Ground Barry - Point Hill	No	55.0	10,000.00	550,000.
R S	Eleven Miles - Barry	No	25.0	10,000.00	250,000.
3	Lieven whes - Dury				

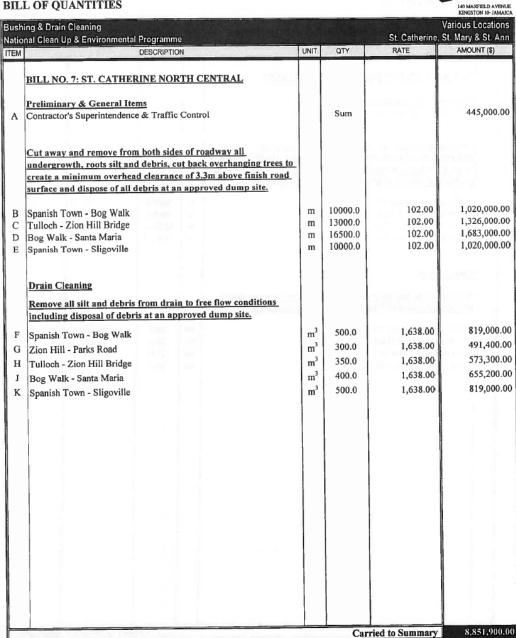
Office of the Contractor General Page **394** of **485**

Carried to Summary

14,801,320.00



NATIONAL WORKS AGENCY BILL OF QUANTITIES



BO/7

Office of the Contractor General Page **395** of **485**





ush	ing & Drain Cleaning nal Clean Up & Environmenta	Programme				Various Locations St. Mary & St. Ann
EM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
_	BILL NO. 9: ST. CATHE	RINE EASTERN				
	Preliminary & General Ite Contractor's Superintendence			Sum		200,000.00
A	Contractor's Superintendence			oun		,
	Cut away and remove from	n both sides of roadway all				
	undergrowth, roots silt an	d debris, cut back overhanging trees to				
	create a minimum overhea	d clearance of 3.3m above finish road	1 1			
	surface and dispose of all	debris at an approved dump site.				
в	Twickenham Park - Old Har	bour Bypass (Burke Road)	m	2500.0	102.00	255,000.00
С	Spanish Town - Sligoville		m	6000.0	102.00	612,000.0
	4. 10 per la					
	Drain Cleaning					
	Remove all silt and debris	from drain to free flow conditions				
		is at an approved dump site.				1 220 500 0
D	Spanish Town - Sligoville		m ³	750.0	1,638.00	1,228,500.0
Е	Twickenham Park - Ferry		m ³	1000.0	1,638.00	1,038,000.0
	100.000					
	and the state of the					
	e per l'agente de la companya de la comp					
	districtly a					
_				Carr	ied to Summary	3,933,500.0
_						

BQ/9

Office of the Contractor General Page **396** of **485**



NATIONAL LIDORKS AGENCY

DILL OF QUA					KINOSTON 10- JAMAJCA
Bushing & Drain Cle National Clean Un 8	eaning Environmental Programme			St. Catherir	Various Locations ne. St. Mary & St. Ann
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)

-			Concerning of the local data and		
	BILL NO. 11: ST. CATHERINE SOUTHERN				
	Preliminary & General Items				
A	Contractor's Superintendence & Traffic Control		Sum		355,000.
3	an weat as we address				
	Cut away and remove from both sides of roadway all				
	undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
A	Spanish Town - Port Henderson	m	9000.0	102.00	918,000.
B	Tamarind Farm - Naggo Head	m	8000.0	102.00	816,000.
č	Greater Portmore	m	6000.0	102.00	612,000.
D	Hellshire	m	6000.0	102.00	612,000.
					[
	Drain Cleaning Remove all silt and debris from drain to free flow conditions				
	including disposal of debris at an approved dump site.				
E	Spanish Town - Port Henderson	m ³	900.0	1,638.00	1,474,200
F	Tamarind Farm - Naggo Head	m ³	600.0	1,638.00	982,800
G	Greater Portmore	m ³	600.0	1,638.00	982,800
н	Hellshire	m ³	200.0	1,638.00	327,600
	s - i te-tar	1			
	10.111 (1.110)				
	1 1131 1 1131				
	1 IQ CO				
				1	
	and the second sec				
	State of the second sec				
	e statut statut statut				1
	the second se				
	Contract of the second second		1		
	and the second sec				
	12 12 10 10 10 10 10 10 10 10 10 10 10 10 10				
	A STREET IN				
	and the second se				
			Ca	rried to Summary	7,080,400

BQ/11

Office of the Contractor General Page **397** of **485**





	ng & Drain Cleaning				arious Locations
	nal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE RATE	t. Mary & St. Ann AMOUNT (\$)
EM	DESCRIPTION		GIT		141100111 (4)
	BILL NO. 12: ST. ANN (CONT'D)		10000	Street Section 19	
	BILL NO. 12. SI. AMA CONTE				
-	Drain Cleaning			NUMBER OF	
	Remove all silt and debris from drain to free flow conditions		10000	and the second second	
	including disposal of debris at an approved dump site.	1.11	Contraction of the	cautoraulous re	
A	Ocho Rios Township	m ³	705.0	1,638.00	1,154,790.00
в	St. Ann's Bay Township	m³	460.0	1,638.00	753,480.00
	Removal of Silt & Debris				
	Clear site or roadway of silt, debris and dispose at an approved	- 1			
	dump site.				005 000 00
С	Ocho Rios Township	m ³	200.0	1,425.00	285,000.00
D	St. Ann's Bay Township	m ³	100.0	1,425.00	142,500.00
E	Brown's Town Township	m ³	100.0	1,425.00	142,500.00
	Clean Earth Drain				
				Contraction and a	
	Remove all silt and debris and shape earth drain to free flow conditions including disposal of debris at an approved dump site.	1010	12 print		
	conditions including disposal of debris at an approved damp		100.0	1.638.00	286,650.00
F	Green Park - Bamboo	m ³	175.0	1,638.00	491,400.00
G	Brown's Town - Stewart Town	m ³	300.0	1,638.00	450,450.00
Н	Moneague - Blackstonedge (Kelham District)	m ³	275.0 150.0	1,638.00	245,700.0
J	Moneague - Blackstonedge (Castle Kelly)	m ³	100.0	1,638.00	163,800.0
ĸ	Golden Grove - Davis Town	m ³ m ³	100.0	1,638.00	163,800.0
L	Phoenix Park - St. John's	m ³	125.0	1,638.00	204,750.0
М	Alexandria - Grenock Bridge (Alexandria)	m m ³	538.0	1,638.00	881,244.0
N P	Alexandria - Grenock Bridge (Cave Valley) Alexandria - Grenock Bridge (Fullerton Park)	m m ³	100.0	1,638.00	163,800.0
	1 No. of the second sec				
	Clean Outlets Remove all silt and debris from outlets to free flow conditions and				
	dispose of debris at an approved dump site.	1	14.00	1	
Q	Green Park - Bamboo	No	35.0	2,804.00	98,140.0
R	Brown's Town - Bamboo	No	8.0	2,804.00	22,432.0
S	Moneague - Blackstonedge (Along Control Section)	No	25.0	2,804.00	70,100.0
Т	Golden Grove - Davis Town	No	20.0	2,804.00	56,080.0
Ū	Moneague - Green Park	No	25.0	2,804.00	70,100.0
v	Moneague - Hopewell	No	15.0	2,804.00	42,060.0
W	Goshen - Hopewell	No	31.0	2,804.00	86,924.0
_		1	Carr	ied to Collection	5,975,700.

BQ/13





	ng & Drain Cleaning al Clean Up & Environmental Programme		Various Location St. Catherine, St. Mary & St. Ar		
EM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
_					
	BILL NO. 13: ST. MARY				
	Preliminary & General Items	1.1	1000	Murrislanders of	
	Contractor's Superintendence & Traffic Control		Sum		1,985,000.00
	Cut away and remove from both sides of roadway all	10.00		2 - 17 12 - ¹	
- 1	undergrowth, roots silt and debris, cut back overhanging trees to				
- 1	create a minimum overhead clearance of 3.3m above finish road				
- 1	surface and dispose of all debris at an approved dump site.				
A	Oracabessa - Union Hill	m	7000.0	102.00	714,000.0
B	Windsor Castle - Lamkin Hill	m	10400.0	102.00	1,060,800.0
	Stewart Town - Union Hill	m	6500.0	102.00	663,000.0
-	Gavle - Guys Hill	m	11000.0	102.00	1,122,000.0
E	Montreal - Top Derry	m	5600.0	102.00	571,200.0
F	Windsor Castle - Guys Hill	m	11000.0	102.00	1,122,000.0
G	Frankfurt - Gayle	m	12450.0	102.00	1,269,900.0
-	Tavern Hill - Halifax Bridge	m	6030.0	102.00	615,060.0
J	Halifax Bridge - Lucky Hill	m	3000.0	102.00	306,000.0
ĸ	Lucky Hill - Goshen	m	2000.0	102.00	204,000.0
L	Prospect - Content	m	2500.0	102.00	255,000.0
м	Union Hill - Lamkin Hill	m	6500.0	102.00	663,000.0
N	Rio Nuevo - Lamkin Hill	m	9500.0	102.00	969,000.0
P	Coolspring - Boynes Park	m	5000.0	102.00	510,000.0
0	Clermont - White Hall	m	5000.0	102.00	510,000.0
R	White Hall - Cumsee	m	2000.0	102.00	204,000.0
S	Highgate - Richmond	m	3000.0	102.00	306,000.0
Т	Orange Hill - Strawberry Fields	m	7000.0	102.00	714,000.0
U	Robins Bay - Nutfield	m	4000.0	102.00	408,000.0
v	Water Valley - Islington	m	4000.0	102.00	408,000.0
w	Port Maria - Islington	m	8500.0	102.00	867,000.0
х	Martins - Islington	m	4000.0	102.00	408,000.0
Y	Whitehall - Heywood Hall	m	2000.0	102.00	204,000.0
Z	Ballards Valley - Hampstead	m	3500.0	102.00	357,000.0
AA	Highgate - Windsor Castle	m	11000.0	102.00	1,122,000.0
AB	Rose Hill - Richmond	m	6000.0	102.00	612,000.0
AC	Trinity - Fontabelle	m	5500.0	102.00	561,000.0
AD	Sandside - Palmetto Grove	m	7000.0	102.00	714,000.
AE	Langley - Boynes Park	m	4000.0	102.00	408,000.
AF	Bailey's Vale - Free Hill	m	3500.0	102.00	357,000.
AG	Palmetto Grove - Pear Tree Grove	m	3000.0	102.00	306,000. 204,000.
AH	Pear Tree Grove - Windsor Castle	m	2000.0	102.00	
AJ	Woodside - Flint River	m	5500.0	102.00	561,000.
				ed to Collection	21,260,960.

BQ/15

Office of the Contractor General Page **399** of **485**





	g & Drain Cleaning				arious Locations it. Mary & St. Ann
TEM	al Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
1	BILL NO. 13: ST. MARY (CONT'D)		n per di		
	Clean U-Drain			1000	
			1.000	and the same line	
1	Remove all silt and debris from U-drain to free flow conditions		641.001	Second Second	
i	ncluding disposal of debris at an approved dump site.			1.	
		m ³	19.0	1,638.00	31,122.0
_ 1	Frankfurt - Gayle	m ³	127.0	1,638.00	208,026.0
B	Port Maria - Islington	m	127.0	1,058.00	200,020.0
9	Clean Side Drain			and the second sec	
]	Remove all silt and debris from side drain to free flow conditions				
	and dispose of debris at an approved dump site.	m	1500.0	110.00	165,000.0
-	Fop Derry - Montreal	m	1000.0	110.00	110,000.0
	Stewart Town - Union Hill	m	3000.0	110.00	330,000.0
	Frankfurt - Gayle	m	2000.0	110.00	220,000.0
-	Gayle - Guys Hill	m	3000.0	110.00	330,000.0
	Rio Nuevo - Lamkin Hill	m	1000.0	110.00	110,000.0
	Windsor Castle - Guys Hill	m	2500.0	110.00	275,000.0
-	Clermont - White Hall	m	2000.0	110.00	220,000.0
	Port Maria - Islington	m	2500.0	110.00	275,000.0
-	Highgate - Windsor Castle	m	2017.0	110.00	221,870.0
	Rose Hill - Richmond	m	3000.0	110.00	330,000.
	Freetown - Lewisburgh	m	1200.0	110.00	132,000.0
	Scotts Hall - Mt. Rose	m	2500.0	110.00	275,000.0
Q	Grandy Hole - Golden Valley		2500.0	110.000	275,000
	Clean Culvert				
	Remove all silt and debris from culvert to free flow conditions				
	and dispose of debris at an approved dump site.	No	8.0	10,000.00	80,000.
	Top Derry - Montreal	No	6.0	10,000.00	60,000.
	Stewart Town - Union Hill	No	5.0	10,000.00	50,000.
- 1	Frankfurt - Gayle	No	20.0	10,000.00	200,000.
1	Gayle - Guys Hill	No	12.0	10,000.00	120,000.
. 1	Rio Nuevo - Lamkin Hill	No	8.0	10,000.00	80,000
W	Windsor Castle - Guys Hill	No	15.0	10,000.00	150,000
	Clermont - White Hall	No	16.0	10,000.00	160,000
	Port Maria - Islington	No	15.0	10,000.00	150,000
	Highgate - Windsor Castle Rose Hill - Richmond	No	6.0	10,000.00	60,000
	Freetown - Lewisburgh	No	15.0	10,000.00	150,000
	Scotts Hall - Mt. Rose	No	25.0	10,000.00	250,000
	Grandy Hole - Golden Valley	No	20.0	10,000.00	200,000
J	Grandy Hole - Golden Falley				
		-	Car	ried to Collection	4,943,018

BQ/17

Office of the Contractor General Page **400** of **485**





ing & Drain Cleaning			St. Cothering	Various Locatio , St. Mary & St. A
onal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
SUMMARY				
BILL NO. 1: ST. CATHERINE SOUTH WESTERN				25,159,800
BILL NO. 2: ST. CATHERINE NORTH WESTERN				7,096,560
BILL NO. 3: ST. CATHERINE CENTRAL				6,458,920
BILL NO. 4: ST. CATHERINE SOUTH CENTRAL				8,263,600
BILL NO. 5: ST. CATHERINE WEST CENTRAL				14,801,320
BILL NO. 6: ST. CATHERINE EAST CENTRAL				7,906,200
BILL NO. 7: ST. CATHERINE NORTH CENTRAL				8,851,900
BILL NO. 8: ST. CATHERINE NORTH EASTERN				6,524,000
BILL NO. 9: ST. CATHERINE EASTERN				3,933,500
BILL NO. 10: ST. CATHERINE SOUTH EASTERN				4,533,800
BILL NO. 11: ST. CATHERINE SOUTHERN				7,080,400
BILL NO. 12: ST. ANN				39,103,12
BILL NO. 13: ST. MARY				39,650,29
			\$	179,363,42
GRAND TOTAL			5	179,363,42

BQ/19

Office of the Contractor General Page **401** of **485**



Bills of Quantities for contracts issued to Build-Rite Construction Co. Ltd.

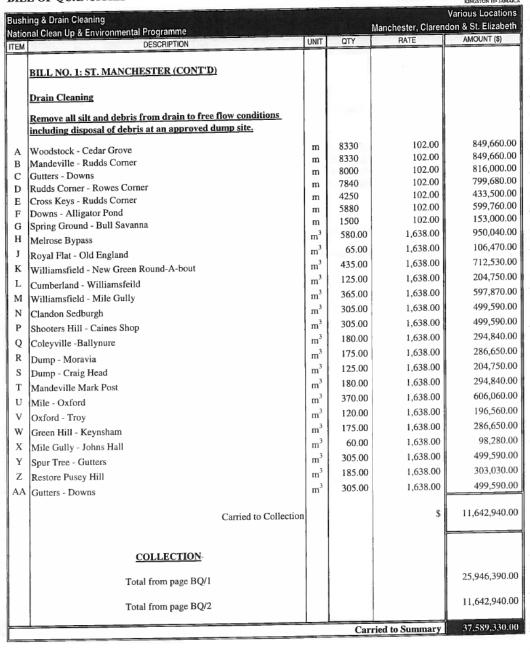
ush	ing & Drain Cleaning			V Manchester, Clarendo	arious Locations
atio	nal Clean Up & Environmental Programme	UNIT	QTY	RATE	AMOUNT (\$)
TEM	DESCRIPTION	UNIT			
	THE NO. 1. MANCHESTER				
	BILL NO. 1: MANCHESTER				
	Preliminary & General Items			12	
	Contractor's Superintendence & Traffic Control		Sum		1,880,000.00
A	Contractor's Superintendence de traine estates				
	Cut away and remove from both sides of roadway all				
	undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road	1 1			
	surface and dispose of all debris at an approved dump site.				1.1.1.1.1.1.1
в	Whitney Turn - Williamsfield	m	7690	102.00	784,380.0
в С	Melrose Bypass	m	6000	102.00	612,000.0
D	Williamsfield - Greenvale via Mandeville Bypass	m	9000	102.00	918,000.0
E	Kendal - Clarks Town	m	2430	102.00	247,860.0
F	Williamsfield - Greenvale via Mandeville	m	10000	102.00	1,020,000.0
г G	Royal Flat - Old England	m	7740	102.00	789,480.0
H	Williamsfield - Mile Gully	m	9590	102.00	978,180.0
J	Cumberland - Williamsfeild	m	6760	102.00	689,520.0
ĸ	Williamsfeild - Greenvale via Mandeville	m	8820	102.00	899,640.0
L	Freetown - Cumberland	m	1990	102.00	202,980.0
M	Caines Shop - Highgate Hall	m	9800	102.00	999,600.0
N	Shooters Hill - Caines Shop	m	7840	102.00	799,680.0
0	Dump - Moravia	m	7840	102.00	799,680.0
P	Dump - Craig Head	m	7840	102.00	799,680.0
Q	Mizpah - Bellfield	m	5880	102.00	599,760.0
R	Walderston - Gratham	m	8265	102.00	843,030.0
S	Craig Head - Troy	m	7355	102.00	750,210.0
т	Skull Point - Lambert - Craig Head	m	6375	102.00	650,250.0
Ū	Caines Shop - Skull Point	m	8820	102.00	899,640.0
v	Mandeville Mark Post	m	9000	102.00	918,000.0
w	Mile - Oxford	m	12500	102.00	1,275,000.0
x	Oxford - Troy	m	9700	102.00	989,400.0
Y	Mandeville - Spur Tree via Swabys Hope	m	5490	102.00	559,980.0
z	Green Hill - Keynsham	m	10620	102.00	1,083,240.0
AA		m	640	102.00	65,280.0
AB		m	7720	102.00	787,440.0
AC		m	5000	102.00	510,000.0
	Spur Tree - Gutters	m	8600	102.00	877,200.0
	St Jago - Pusey Hill	m	9400	102.00	958,800.0 999,600.0
	Pusey Hill - Restore	m	9800	102.00	
	Pusey Hill - New Port	m	7440	102.00	758,880.0
				ried to Collection	25,946,390.

BQ/1



NATIONAL LUORKS

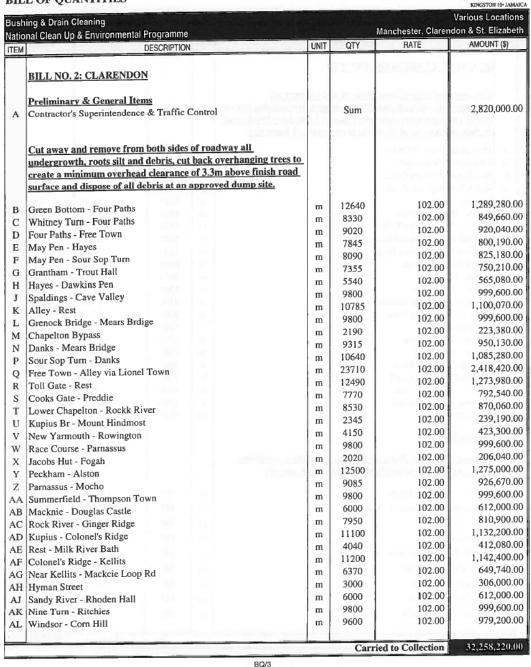
NATIONAL WORKS AGENCY BILL OF QUANTITIES



BQ/2

Office of the Contractor General Page **403** of **485**





Office of the Contractor General Page **404** of **485** NATIONAL WORKS AGENCY

140 MAXFIELD AVENUS



HATTONAL MUDRKS AGENCY

01	al Clean Up & Environmental Programme	Manchester, Clarendon & St. Elizab RATE AMOUNT (3)			
И	DESCRIPTION	UNIT	QTY	HATE	ANOUNT (3)
	BILL NO. 2: CLARENDON (CONT'D)			CHINE COLUMN	
	Cut away and remove from both sides of roadway all			well free latents of	
	undergrowth, roots silt and debris, cut back overhanging trees to	1211			
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.			100.00	403 000 00
	Thompson Town - Victoria	m	4000	102.00	408,000.00
	Sanguinetti - Tweedside	m	9600	102.00 102.00	685,440.00
	Brae Head - Pennant Douce	m	6720 1460	102.00	148,920.00
	Kellits Ld - Segment Road	m	9210	102.00	939,420.00
- 1	Lookout - Oaks	m	5260	102.00	536,520.00
- 1	Kellits - Burns Comesee	m	2330	102.00	237,660.00
	Suttons - Turners Four Paths	m	2330 5900	102.00	601,800.00
	Crooked River - Pennant Douce	m	7350	102.00	749,700.00
	Guinea Corner - Corner Shop St. Johns - Pedro River	m	6860	102.00	699,720.00
	Kellits - Macknie	m	2615	102.00	266,730.00
	Sevens - Rock River	m	5390	102.00	549,780.00
	Palmyra - Bog Land Settelment	m	4400	102.00	448,800.00
	Chesterfield - Rocky Point	m	8000	102.00	816,000.00
	May Pen - Sevens	m	5650	102.00	576,300.00
	Sevens - Sevens Wood	m	2770	102.00	282,540.00
- 1	Mocho - Frankfield	m	8580	102.00	875,160.00
	James Hill - Sandy River	m	4900	102.00	499,800.00
	Palmers Cross - Rosewell	m	7560	102.00 102.00	771,120.00
	Kupius - Beckford Kraal	m	4940	102.00	909,840.00
1	Whiteshop - Cumberland	m	8920 9115	102.00	909,840.00
	Crofts Hill - Danks	m	9115	102.00	525,750.00
	Drain Cleaning				
	<u>Remove all silt and debris from drain to free flow conditions</u> including disposal of debris at an approved dump site.				
		m ³	213	1,638.00	348,894.00
	Danks - Crofts Hill Drains			1,638.00	401,310.00
	Summerfield - Thompson Town	m ³	245		753,480.00
A.	Alley - Rest	m ³	460	1,638.00	
в	Jacks Gully	m ³	610	1,638.00	999,180.00
	Frankfield - Thompson Town	m ³	180	1,638.00	294,840.00
	Trout Hall - Grantham	m ³	370	1,638.00	606,060.00
	Summerfield Drains	m ³	150	1,638.00	245,700.00
	Freetown - Four Path	m ³	185	1,638.00	303,030.00
		m ³	305	1,638.00	499,590.00
J	Mineral Heights Drains				
_			Car	ried to Collection	17,868,144.00



NATIONAL WORKS AGENCY



ush	ing & Drain Cleaning	tel Due					Manchester, Clarend	arious Locations on & St. Elizabeth
atio EM	nal Clean Up & Environr	DESCRIPTION			UNIT	QTY	RATE	AMOUNT (\$)
							many percent	
	BILL NO. 2: CLARE	NDON (CONT'D	<u>n</u>					
	Drain Cleaning						the second second	
	Remove all silt and de	ebris from drain t	to free	flow conditions				
	including disposal of	debris at an appr	oved o	lump site.				
A	Bog Hole			in our series and the se	m ³	340	1,638.00	556,920.0
в	Aenon Town Drains			for a statistic terretion	m^3	610	1,638.00	999,180.0
С	Sink Hole (Aenon Tow	vn)		after source bes	m ³	305	1,638.00	499,590.0
D	Rocky Point Drains				m ³	670	1,638.00	1,097,460.0
E	Chesterfield Drains				m ³	245	1,638.00	401,310.0
F	Mother Rob				m ³	180	1,638.00	294,840.0
G	Miller Gully				m ³	135	1,638.00	221,130.0
н	Ludlow Drains				m ³	240	1,638.00	393,120.0
J	Trout Hall Drains				m ³	245	1,638.00	401,310.0
ĸ	Mocho Drains				m ³	245	1,638.00	401,310.0
L	Chapelton Drains				m ³	150	1,638.00	245,700.0
м	Rock River Drains				m ³	150	1,638.00	245,700.0
N	Pennants Drain				m ³	65	1,638.00	106,470.0
P	Carty Hill Drains				m ³	125	1,638.00	204,750.0
Q	Sevens Wood Drain				m ³	125	1,638.00	204,750.0
Q	Sevens wood Dram						1000000	1.00
	-91 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Carried to Collection			\$	6,273,540.0
	21 (B. 1997)							
		COLLECTIO	<u>ON</u>					
	Per contractores	Total from page	BO/3				difference.	32,258,220.0
	1-2 POL 1	Total nom page	DQIJ				2012/12/2017	
	P. 1 100.00	Total from page	BQ/4				100.000	17,868,144.0
								6,273,540.0
	To	otal from page BQ	/2 (abc	ve)				0,275,540.0
	NO. 10. 10.						attact carrier 197	
	6.0 c (moder						1.000	
_			-			Ca	rried to Summary	56.399,904.0

Office of the Contractor General Page **406** of **485**



NATIONAL WORKS AGENCY



ush	ing & Drain Cleaning nal Clean Up & Environmental Programme		1	Manchester, Clarend	on & St. Elizabeth
atio		UNIT	QTY	RATE	AMOUNT (\$)
P'IA!					
	BILL NO. 3: ST. ELIZABETH		1.135-13	CONTRACTOR OF STREET	
	Preliminary & General Items				
А	Contractor's Superintendence & Traffic Control		Sum		1,880,000.0
	connector o superiore			a stabilitiza da se	
	and the second second second		10000	and a second	
	Cut away and remove from both sides of roadway all undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
в	Luana to Scotts Cove	m	11765	102.00	1,200,030.0
Б С	Black River to Pedro Cross	m	12480	102.00	1,272,960.0
D	Pedro Cross to Lititz	m	12745	102.00	1,299,990.0
E	Luana to Tombstone	m	10785	102.00	1,100,070.0
F	Luana to Sandy Ground	m	5390	102.00	549,780.0
G	Brompton - Cotterwood	m	2945	102.00	300,390.0
н	Lilliput - Lookout	m	1960	102.00	199,920.0
J	Windsor - Aberdeen House	m	5690	102.00	580,380.0
ĸ	Whitehall to Prospect to Mocho	m	11375	102.00	1,160,250.0
L	Lacovia - Mountainside	m	6860	102.00	699,720.0
M	Junction - Bull Savannah	m	3920	102.00	399,840.0
N	Emmaus - Nain	m	12745	102.00	1,299,990.0
P	Malvern - Southfield	m	9800	102.00	999,600.0
ò	Southfield - Portsea	m	6275	102.00	640,050.0
R	Malvern - Santa Cruz	m	12745	102.00	1,299,990.0
S	Bellyue - St. Marys	m	1960	102.00	199,920.0
т	Big Yard - Top Hill	m	4315	102.00	440,130.0
Û	Bellvue - Munro	m	2450	102.00	249,900.0
v	Munro - Hermitage	m	1960	102.00	199,920.0
w	Malvern - Mountainside	m	14830	102.00	[,512,660.0
х	Mocho - Springfield	m	7450	102.00	759,900.0
Y	New Holland - Red Gate	m	6275	102.00	640,050.0
Z	Lacovia - Vauxhall	m	9800	102.00	999,600.0
٨A	YS - Maggotty	m	9020	102.00	920,040.0
٨B	Vauxhall - Arcadia	m	6010	102.00	613,020.0
١C	Hodges - Speculation	m	2650	102.00	270,300.0
١D	Red Gate - Washfoot Gully	m	9800	102.00	999,600.0
٩E	Wilton - Union	m	12745	102.00	1,299,990.0 1,000,620.0
٩F	Vauxhall - Union	m	9810	102.00	499,800.0
١G	Union - Oxford	m	4900	102.00 102.00	499,800.0
١	Braes River - Newton	m	9800	102.00	199,920.0
AJ	Santa Cruz Bypass	m	1960	102.00	632,400.0
٩K	Aberdeen - Quickstep	m	6200	102.00	180,030.0
AL.	Balaclava - Keynsham	m	1765	102.00	100,000.0
			Com	ed to Collection	27,500,360.0

BQ/6

Office of the Contractor General Page **407** of **485**



ishi	ing & Drain Cleaning nal Clean Up & Environmental Programme			Manchester, Clarend	/arious Locatio on & St. Elizabe
tio EM		UNIT	QTY	RATE	AMOUNT (\$)
	DUL NO 2. ST ELIZABETH (CONT'D)				
	<u>BILL NO. 3: ST. ELIZABETH (CONT'D)</u>				
		1 1			
	<u>Cut away and remove from both sides of roadway all</u> undergrowth, roots silt and debris, cut back overhanging trees to	1			
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
	Emmaus - Lovely Point	m	2450	102.00	249,900.
A B	Fullerswood - Williamsfield	m	5880	102.00	599,760.
р С	MiddleQuarters - Dunsandale	m	1960	102.00	199,920.
D	Claremount Park - Malvern Well	m	7845	102.00	800,190.
E	Baptist - Whitehall	m	2940	102.00	299,880.
F	Four Paths - Pisgah	m	7845	102.00	800,190.
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site.				
G	Luana to Scotts Cove	m ³	245	1,638.00	401,310.
н	Black River to Pedro Cross	m ³	180	1,638.00	294,840.
J	Pedro Cross to Lititz	m ³	245	1,638.00	401,310.
ĸ	Luana to Tombstone	m ³	670	1,638.00	1,097,460.
L	Fullerswood - Williamsfield	m ³	175	1,638.00	286,650.
		m ³	180	1,638.00	294,840.
M	Brompton - Cotterwood	m ³	90	1.638.00	147,420.
N	Mocho - Springfield	m ³	185	1,638.00	303,030
Р	Lacovia - Mountainside	m ³	60	1,638.00	98,280
Q	Junction - Bull Savannah	I	215	1,638.00	352,170.
R	Emmaus - Nain	m ³		1,638.00	245,700
S	Malvern - Southfield	m ³	150		245,760
Т	Southfield - Portsea	m ³	125	1,638.00	204,730. 548,730.
U	Malvern - Santa Cruz	m ³	335	1,638.00	,
V	Big Yard - Top Hill	m ³	80	1,638.00	131,040
	Section of the last			-	
				rried to Collection	7,757,370

BQ/7

Office of the Contractor General Page **408** of **485** NATIONAL WORKS AGENCY



nal Clean Up & Environmental Programme				
DESCRIPTION	UNIT	QTY	Manchester, Clarent RATE	AMOUNT (\$)
BILL NO. 3: ST. ELIZABETH (CONT'D) Drain Cleaning Remove all silt and debris from drain to free flow conditions. including disposal of debris at an approved dump site. New Holland - Red Gate Lacovia - Vauxhall YS - Maggotty Red Gate - Washfoot Gully Wilton - Union Vauxhall - Union Union - Oxford Braes River - Newton Carried to Collection COLLECTION Total from page BQ/6 Total from page BQ/8 (above)	m ³ m ³ m ³ m ³ m ³ m ³ m ³	180 245 90 115 245 265 90 185	1,638.00 1,638.00 1,638.00 1,638.00 1,638.00 1,638.00 1,638.00	294,840.00 401,310.00 147,420.00 401,310.00 434,070.00 147,420.00 303,030.00 2,317,770.00 2,317,770.00 2,317,770.00
		Car	ried to Summary	37,575,500.0

Office of the Contractor General Page **409** of **485**





ushing & Drain	Cleaning			Manchester, Clarer	Various Location Idon & St. Elizabet
ational Clean U TEM	p & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	SUMMARY				37,589,330.0
	1: MANCHESTER 2: CLARENDON				56,399,904.0
BILL NO	3: ST. ELIZABETH			s	37,575,500.
	GRAND TOTAL			\$	131,564,734.

BQ/9

Office of the Contractor General Page **410** of **485**

June 2017



Bills of Quantities for contracts issued to Asphaltic Concrete Enterprise Ltd.

	ing & Drain Cleaning nal Clean Up & Environmental Programme				arious Location omas & Portlan
TEM		UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 1: ST. THOMAS EASTERN		361838	a MURG . Days	
A	Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum		300,000.0
	<u>Cut away and remove from both sides of roadway all</u> undergrowth, roots silt and debris, cut back overhanging trees to		n agu dhean Agu dhe agu	in transit by 2 Sector of the	
	create a minimum overhead clearance of 3.3m above finish road surface and dispose of all debris at an approved dump site.		cus noda		
в	Hordley Crossing - Bath	m	6900.0	102.00	703,800.0 714,000.0
С	Port Morant - Pleasant Hill	m	7000.0 6780.0	102.00 102.00	691,560.0
	Morant Bay - Port Morant Pleasant Hill - Hectors River	m	7010.0	102.00	715,020.0
E F	Pleasant Hill - Hectors River	m	5770.0	102.00	588,540.0
г G	Port Morant - Bath	m	6800.0	102.00	693,600.0
	Morant Bay - Wilmington	m	7250.0	102.00	739,500.0
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions including disposal of debris at an approved dump site.				
		3	205.0	1 628 00	499,590.0
J	Morant Bay - Port Morant	m ³	305.0	1,638.00	
K	Port Morant - Bath	m ³	245.0	1,638.00	401,310.0

Office of the Contractor General Page **411** of **485**



NATIONAL WORKS AGENCY



ish itio	ing & Drain Cleaning nal Clean Up & Environmental Programme			St. T	arious Location
EM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	BILL NO. 2: ST. THOMAS WESTERN				
	Preliminary & General Items		1		260.000.00
A	Contractor's Superintendence & Traffic Control		Sum		360,000.0
	Cut away and remove from both sides of roadway all				
	undergrowth, roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
р	Bull Bay - Grants Pen	m	7000.0	102.00	714,000.0
B C	Grants Pen - Pamphret	m	7860.0	102.00	801,720.0
D	Pamphret - Morant Bay	m	8070.0	102.00	823,140.0 612,000.0
E	Church Corner - Morant River Bridge	m	6000.0	102.00 102.00	598,740.0
F	Morant River Bridge - Trinityville	m	5870.0 5480.0	102.00	558,960.0
G	Trinityville - Cedar Valley	m m	5000.0	102.00	510,000.0
Н	Easington - Llandewey	m	5700.0	102.00	581,400.0
l	Yallahs - Easington				
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions				
	including disposal of debris at an approved dump site.				
v	Dull Day Capts Pan	m ³	244.0	1,638.00	399,672.0
K	Bull Bay - Grants Pen Church Corner - Morant River Bridge	m ³	489.0	1,638.00	800,982.0
L		m ³	245.0	1,638.00	401,310.0
М	Easington - Llandewey				
		1			





BILL OF QUAN	NTITIES				KINGSTON 10- JAMAICA
Bushing & Drain Cle	and a second sec	Conservation of the			Various Locations
Duaning & Brain etc	Environmental Programme			St	Thomas & Portland
the second se	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
ITEM	DESCRIPTION	the second se			

1	BILL NO. 3: PORTLAND EASTERN	22.2	18/02/0	SP2-12-BULLS	
	Preliminary & General Items		6		1,070,000.0
A	Contractor's Superintendence & Traffic Control		Sum		1,070,00010
_ I,	Cut away and remove from both sides of roadway all	ngi e	planter m	untumpisted the	
- 13	undergrowth roots silt and debris, cut back overhanging trees to	1.000	1211112-101	Creative Server all D	
- 0	create a minimum overhead clearance of 3.3m above finish road			only in page of	
	surface and dispose of all debris at an approved dump site.		10000	to L. soft boats or	
в	Hectors River - Muirton	m	8210.0	102.00	837,420.0
	Muirton - Fair Prospect	m	14900.0	102.00	1,519,800.0
	Muirton - Pain Hospeet	m	4000.0	102.00	408,000.0
-	Fair Prospect - Folly	m	19300.0	102.00	1,968,600.0
_	Williamsfiled - Haining	m	6300.0	102.00	642,600.0
	Muirton - Ecclesdown	m	10500.0	102.00	1,071,000.0
н	Ecclesdown - Fair Prospect	m	15000.0	102.00	1,530,000.0
	Mill Bank - Bowden Pen	m	5700.0	102.00	581,400.0
K	Seaman's Valley - Mill Bank	m	13200.0	102.00	1,346,400.0
	Fairy Hill - Nonsuch	m	10200.0	102.00	1,040,400.
	Nonsuch - Port Antonio	m	9200.0	102.00	938,400.0
	Windsor - Moore Town	m	4700.0	102.00	479,400.
P	Breastwork - Windsor	m	8900.0	102.00	907,800.
	Alligator Church - Bellvue	m	6500.0	102.00	663,000.
	John Town Road	m	6700.0	102.00	683,400.
	Fellowship - Berrydale	m	3600.0	102.00	367,200.
ъ Т	Moore Town - Cornwall Barracks	m	4000.0	102.00	408,000.
U I	Spring Bank - Stony Hill	m	9000.0	102.00	918,000.
v	Boundbrook - Janga Gullu	m	3000.0	102.00	306,000.
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions	1.725	1.1.1.1		
	including disposal of debris at an approved dump site.				100 500
w	Folly (Prospect - Folly)	m ³	250.0	1,638.00	409,500
x	Dragon Bay (Prospect - Folly)	m ³	150.0	1,638.00	245,700.
Y	Fair Prospect, Black Roack (Prospect - Folly)	m ³	150.0	1,638.00	245,700.
	Manchioneal (Muirton - Fair Prospect)	m ³	320.0	1,638.00	524,160.
Z	Drain leading to JPS (Folly - Boundbrook)	m ³	200.0	1,638.00	327,600
	Clean U-Drains	130	1.01.00		
	Remove all silt and debris from U-drain to free flow conditions				
	including disposal of debris at an approved dump site.			1 (28 00	262,080
AB	Manchioneal (Muirton - Fair Prospect)	m ³	160.0	1,638.00	
		m ³	230.0	1,638.00	376,740
		m ³	200.0	1,638.00	327,600
	Boston Bridge (Folly - Boundbrook)	m ³	300.0	1,638.00	491,400
	BO/3		Car	ried to Collection	20,897,300





	ning & Drain Cleaning nal Clean Up & Environmental Programme			St. T	homas & Portlar
EM		UNIT	QTY	RATE	AMOUNT (\$)
		_			
	BILL NO. 3: PORTLAND EASTERN (CONT'D)		120	1	
	Class Side Desis				
	<u>Clean Side Drain</u>				
	Remove all silt, debris from side drain to free flow conditions		added to a	to success and	
	including disposal of debris at an approved dump site.		Phase all and	10.50 mm	1.0
A	Folly (Prospect - Folly)	m	70.0	110.00	7,700.0
В	Manchioneal (Muirton - Fair Prospect)	m	150.0	110.00	16,500.0
c	Wain Road / Retreat (Breastwork - Windsor)	m	300.0	110.00	33,000.0
D	Nonsuch (Nonsuch - Port Antonio)	m	1010.0	110.00	111,100.0
E	Spring Bank (Stony Hill - Spring Bank)	m	180.0	110.00	19,800.0
	Clean Culvert				
	Remove all silt, debris and grade side drain to free flow conditions				
	including disposal of debris at an approved dump site.		1	1.000	
F	Folly (Prospect - Folly)	No	3.0	10,000.00	30,000.0
G	Dragon Bay (Prospect - Folly)	No	4.0	10,000.00	40,000.0
Н	Fair Prospect, Black Roack (Prospect - Folly)	No	1.0	10,000.00	10,000.0
Ĵ	Muirton - Ecclesdown	No	4.0	10,000.00	40,000.0
ĸ	Wain Road / Retreat (Breastwork - Windsor)	No	2.0	10,000.00	20,000.0
L	Nonsuch (Nonsuch - Port Antonio)	No	3.0	10,000.00	30,000.0
M	Spring Bank (Stony Hill - Spring Bank)	No	3.0	10,000.00	30,000.0
	Clean Catch Basin				
	Remove all silt and debris from catch basin to free flow conditions				
	and dispose of debris at an approved dump site.				
N	Folly (Prospect - Folly)	No	3.0	5,455.00	16,365.0
P	Dragon Bay (Prospect - Folly)	No	4.0	5,455.00	21,820.0
ò	Fair Prospect, Black Roack (Prospect - Folly)	No	1.0	5,455.00	5,455.0
R	Muirton - Ecclesdown	No	4.0	5,455.00	21,820.0
s	Wain Road / Retreat (Breastwork - Windsor)	No	2.0	5,455.00	10,910.0
т	Nonsuch (Nonsuch - Port Antonio)	No	3.0	5,455.00	16,365.0
Ū	Spring Bank (Stony Hill - Spring Bank)	No	3.0	5,455.00	16,365.0
	Carried to Collection			\$	497,200.0
	COLLECTION			1	
	Table and RO/2		ALC: N	1.1.1.1.1.1.1.1.1.1.1	20,897,300.0
	Total from page BQ/3				, .
	Total from page BQ/4 (above)				497,200.0



NATIONAL WORKS AGENCY



Ishii	ng & Drain Cleaning				Various Location homas & Portla
tion	al Clean Up & Environmental Programme	UNIT	QTY	BATE St.	AMOUNT (\$)
EM	DESCRIPTION	UNIT	QIT	1015	
	BILL NO. 4: PORTLAND WESTERN				
A	Preliminary & General Items Contractor's Superintendence & Traffic Control		Sum		960,000.
	Cut away and remove from both sides of roadway all				
	undergrowth roots silt and debris, cut back overhanging trees to				
	create a minimum overhead clearance of 3.3m above finish road				
	surface and dispose of all debris at an approved dump site.				
.	D C Dave Delegerer	m	11400.0	102.00	1,162,800.
	Buff Bay - Balcarres Balcarres - Wakesfield	m	11240.0	102.00	1,146,480.
	Wakesfield - Hardware Gap	m	20900.0	102.00	2,131,800.
	Rio Grande - Cuffies Head	m	14700.0	102.00	1,499,400.
	Chipsall - Durham	m	11400.0	102.00	1,162,800
	Hope Bay - Chipsall	m	9800.0	102.00	999,600
G	School House Corner - Chepstowe	m	12400.0	102.00	1,264,800
	Spring Garden - Chepstowe	m	11800.0	102.00	1,203,600
	Swift River - Mount Hermon	m	2300.0	102.00	234,600 499,800
	Churchill Corner - Muir Park	m	4900.0	102.00	1,713,600
	Buff Bay - White Hall	m	16800.0	102.00	1,152,600
	Tranquility - Bangor Ridge	m	11300.0	102.00 102.00	183,600
N	Section - Silver Hill Gap	m	1800.0	102.00	185,000
	Drain Cleaning				
	Remove all silt and debris from drain to free flow conditions				
	including disposal of debris at an approved dump site.	3	227.0	1,638.00	535,626
P	Hope Bay (Hope - Orange Bay)	m ³	327.0		
Q	Skibo (Spring Garden - Chepstowe)	m ³	360.0	1,638.00	589,680
R	Durham (Chipshall - Durham)	m ³	220.0	1,638.00	360,360
S	New Road (Rio Grande - Hope Bay)	m ³	300.0	1,638.00	491,400
Т	Shrewsbury SDA Church (Rio Grande - Hope Bay)	m ³	170.0	1,638.00	278,460
v	St. Margaret's Bay (Rio Grande - Hope Bay)	m ³	380.0	1,638.00	622,440
	Clean U-Drains				
	Remove all silt and debris from U-drain to free flow conditions				
	including disposal of debris at an approved dump site.				162.000
W	Hope Bay (Hope - Orange Bay)	m ³	100.0	1,638.00	163,800
Х	St. Margaret's Bay (Rio Grande - Hope Bay)	m ³	180.0	1,638.00	294,840
	Clean Side Drain				
	Remove all silt, debris from side drain to free flow conditions				
	including disposal of debris at an approved dump site.	m	235.0	110.00	25,850
Y	Hope Bay (Hope - Orange Bay)	m	300.0	110.00	33,000
	Balcarres (Buff Bay - Balcarres)	m	220.0	110.00	24,200
٩A	Skibo (Spring Garden - Chepstowe)			ied to Collection	18,735,136



NATIONAL WORKS AGENCY



ush	ing & Drain Cleaning				arious Locations
	nal Clean Up & Environmental Programme DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
EM	DESCRIPTION				
	BILL NO. 4: PORTLAND WESTERN (CONT'D)				
	Clean Culvert				
	Remove all silt, debris and grade side drain to free flow conditions				
	including disposal of debris at an approved dump site.				
A	Swift River (Swift River - Mount Hermon)	No	8.0	10,000.00	80,000.00
B	Balcarres (Buff Bay - Balcarres)	No	6.0	10,000.00	60,000.00
c	Skibo (Spring Garden - Chepstowe)	No	4.0	10,000.00	40,000.00 90,000.00
D	St. Margaret's Bay (Rio Grande - Hope Bay)	No	9.0	10,000.00	90,000.0
	Clean Catch Basin				
	Remove all silt and debris from catch basin to free flow conditions				
	and dispose of debris at an approved dump site.				43,640.0
E	Swift River (Swift River - Mount Hermon)	No	8.0	5,455.00	43,640.0
F	Balcarres (Buff Bay - Balcarres)	No	6.0	5,455.00	21,820.0
G	Skibo (Spring Garden - Chepstowe)	No	4.0	5,455.00 5,455.00	38,185.0
н	St. Margaret's Bay (Rio Grande - Hope Bay)	No	7.0	ſ	
	Carried to Collection			\$	406,375.0
	COLLECTION				
	Total from page BQ/5				18,735,136.0
	Total from page BQ/6 (above)				406,375.0
				1	
			1	1	
		1	1		
			100.06.0	1	
		ļ			
_			Carrie	d to Summary	19,141,511.0

Office of the Contractor General Page **416** of **485**





140 MAXFIELD AVENUE KINGSTON 10- JAMAICA

NATIONAL WORKS AGENCY BILL OF QUANTITIES

tional Clean Up	o & Environmental Programme		and I		Thomas & Portlan AMOUNT (\$)
EM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (\$)
	SUMMARY		~		
BILL NO.	1: ST. THOMAS EASTERN				6,046,920.
BILL NO.	2: ST. THOMAS WESTERN				7,161,924.
BILL NO.	3: PORTLAND EASTERN				21,394,500
BILL NO.	4: PORTLAND WESTERN				19,141,511
				\$	53,744,855

BQ/7

Office of the Contractor General Page **417** of **485**

Appendix 2



'Exhibit VT1'

			CONSTRUCTION SOLUTIONS LIMITED	LIMITED		
IAIN CLEANING AND BUSHIN	DRAIN CLEANING AND BUSHING CONTRACT - NATIONAL WORKS AGENCY	VCY			of the same same and the second	
PARTICULARS OF PAYMENTS TO DATE	O DATE .					-
NAME	CONTACT DETAILS	AMOUNT	METHOD OF PAYMENT	CHQ# PARISH	RELATIONSHIP	TYPE OF WORK
Wadmar Construction Ltd	Mark Knight - 856-3817	3,607,800.00	Inter-branch transfer	St. Mary	Facilitator	Bushing & cleaning marks
yrone Robinson	279 7898/770-3075	800 536 00	Cheque	1000204 St. Ann		Bushing & cleaning roads
Tyrone Robinson	279-7898/770-3075	857,000.00	Cheque	1000205 St. Ann		Bushing & cleaning roads
Clancie Senior	809-9107	908,000.00	Cheque	1000208 St. Ann		Bushing & cleaning roads
Clancie Senior	2016 608	580,300.00	Cheque	1000209 St. Ann	Facilitator	Bushing & cleaning roads
Wadmar Construction Ltd	Mark Knight - 856-3817	10,000,000 00	inter-branch transfer	St. Mary	Facilitator	Bushing & cleaning roads
Valda Graham		750,000.00	Cheque	1000215 St Catherine		Bushing & cleaning roads
Carmen Gunn		450,000.00	Cheque	1000217 St. Catherine	Facilitator	Bushing & cleaning roads
Richard Rogers	509-0525	850,000.00	Cheque	1000223 St. Catherine	1	Bushing & cleaning roads
Richard Rogers	509-0526	980,000,000	Cheque	1000005 St Catherine		Bushing & cleaning roads
Richard Rogers	509-0526	820,000.00	Cheque	1000226 St. Catherine	Facilitator	Bushing & cleaning roads
Richard Rogers	509-0526	650,000.00	Cheque	1000227 St. Catherine	-	Bushing & cleaning roads
Richard Rogers	509-0526	800,000.00	Cheque	1000229 St. Catherine		Bushing & cleaning roads
Wadmar Construction Ltd	Mark Knight - 856-3817	3,674,285.00	Inter-branch transfer	St. Mary	Facilitator	Bushing & cleaning roads
Tyrone Robinson	279-7898/770-3075	816,174.72	Cheque	1000256.St. Catherine	Facilitator	Bushing & cleaning roads
Clancie Senior	809-9107 0	816,174.72	Cheque	1000257 St. Catherine	Facilitator	Bushing & cleaning roads
Tyrone Robinson	279-7898/770-3075	816,174.72	Cheque	1000258 St. Catherine	Facilitator	Bushing & cleaning roads
Clancie Senior	809-9107	816,174.72	Cheque	1000259 St. Catherine	Facilitator	Bushing & cleaning roads
Tyrone Robinson	279-7898/770-3075	816,174.72	Cheque .	1000260 St. Catherine	Facilitator	Bushing & cleaning roads
Richard Rogers	509-0526	801,000.00	Cheque	1000263 St. Catherine	Facilitator	Bushing & cleaning roads
Anita Rambally	898-6497	1,000,000.00	Cheque	1000308 St. Catherine	Facilitator	Bushing & cleaning roads
Fabian Morris	815-3852	900,000.00	Cheque	1000309 St. Catherine	Facilitator	Bushing & cleaning roads
Oswald Williams	997-8014	2,000,000.00	Cheque	1000310 St. Catherine	Facilitator	Bushing & cleaning roads
Dawan Becktord	357-9545	300,000.00	Cheque	1000311 St. Catherine	Facilitator	Bushing & cleaning roads
Svdnav Roman	467-220	00.000,000'T	Cherrine	1000312 St. Catherine	Facilitator	Bushing & cleaning roads
Tabrakay Palmer	851-9967	600,000.00	-	1000314 St. Catherine	Facilitator	Buching & cleaning roads
Serron Wilson	855-7081	500,000.00	-	1000315 St. Catherine	Facilitator	Bushing & cleaning roads
Maurice Terrelonge	790-4353	700,000.00	-	1000316 St. Catherine	Facilitator	Bushing & cleaning roads
Alfred Lawrence		200,000.00	Inter-branch transfer	St. Ann	Equipment owner	Drain cleaning
	364-0812	100,000.00	Inter-branch transfer	St. Ann	Equipment owner	Drain cleaning
Sanjay Welch						•



APPENDIX 3

Document listing the persons and entities engaged by Y.P. Seaton and Associates Company Limited in the execution of the contract.

<u>Y. P. SEATON & ASSOCIATES CO. LTD.</u> <u>NWA DE-BUSHING & DRAIN CLEANING WORKS</u>

CHEQUE DATE	CHEQUE#	PAYEE	PARISH	AMOUNT PAID	PURPOSE/LOCATION
20 11 2016	1671	Y.P. Seaton Texaco Service Station	St. James	7 075 50	Supply of gasolene
29. 11. 2016	2170	Keith James	Hanover		Clean silt and Debris
20. 12. 2016	1	Edward Bennett	Hanover		Transportation of soil
20. 12. 2016	2171				Equipment Supplier
20. 12. 2016	2172	Odel Allen Construction	St. James	a a function of the second sec	
20. 12. 2016	2178	Edward Bennett	St. James		Transportation
20. 12. 2016	2179	Pauline Henderson	St. James	15,876.00	
20. 12. 2016	2182	Marlon Thompson	St. James		Rental of Backhoe
20. 12. 2016	2183	Edward Bennett	Hanover		Transport soil to dump
20. 12. 2016	2184	Duleval Brown	Hanover		Rental of Backhoe
20. 12. 2016	2185	Kenneth Morgan	Hanover	139,500.00	Rental of Backhoe
20. 12. 2016	2187	Stanford Brown	Hanover	191,100.00	Bushing
20. 12. 2016	2188	Keith James	Hanover		Rental of Backhoe
20. 12. 2016	2189	Edward Bennett	St. James	200,000.00	
20. 12. 2016	2190	Odel Allen Construction	St. James	7	Final Payment
20. 12. 2016	2191	Slyvan Kerr	Hanover	147,000.00	
20. 12. 2016	2192	Keith James	Hanover	180,000.00	
20. 12. 2016	2193	Laurel Morris	Hanover	205,800.00	
24. 1. 2017	2689	Omar Alcock	St. James		Clean site & clear drains
24.1.2017	2691	Keith James	Hanover		Transport spoils to dump
24. 1. 2017	2692	Godfrey Williams	Hanover	63,000.00	Rental of Backhoe
24. 1. 2017	2693	Y.P. Seaton Texaco Service Station	St. James, Westmoreland, Hanover	9,040.90	Supply of Petrol
		Roy Clarke (To be Paid)	St. James	650,000.00	Bushing and drain cleaning
	-	Seal Construction	St. James	8,000,000.00	Bushing and drain cleaning
		All in one Construction	Westmoreland	5,000,000.00	Bushing and drain cleaning
		All in one Construction	Westmoreland	1,000,000.00	Bushing and drain cleaning
		Keith Johnson	Hanover	500,000.00	Bushing and drain cleaning
		Vincent Lachman	St. James, Westmoreland, Hanover		Consultant
		Vincent Lachman	St. James, Westmoreland, Hanover	250,000.00	
		Bowser Allen (To be paid)	St. James	2,000,000.00	Bushing and drain cleanin
		Bowser Allen (To be paid)	Hanover	2,700,000.00	Bushing and drain cleanin
		Earth & Crane Haulage Odel Allen Construction	Hanover	6,500,000.00	Bushing and drain cleanin
		(To be paid)	St. James	5,300,000.00	Bushing and drain cleanin
L					



	Mark Jones	Westmoreland	5,000,000.00	Bushing and drain cleaning
	Wilbert Smith	Westmoreland	120,000.00	Torrington-Galloway
	Wilbert Smith	Westmoreland	130,000.00	Ferris- Mackfield
	Aubrey Wright	Westmoreland	80,000.00	Retrieve-Marchmount
	Aubrey Wright	Westmoreland	90,000.00	Seaford-Marchmount
1.00	Aubrey Wright	Westmoreland	150,000.00	Chester Castle-Jacks Gate
	George Pessoa	Westmoreland	30,000.00	Dunbars River-Torrington
	George Pessoa	Westmoreland	80,000.00	Hertford-Flower Hill
	George Pessoa	Westmoreland	40,000.00	Whithorn-Darliston
	Neville Diaram	Westmoreland	220,000.00	Bartlets River-Negril
	Neville Diaram	Westmoreland	90,000.00	New Hope-Sheffield
	Neville Diaram	Westmoreland	170,000.00	Scotts Cove-Smithfield Bridge
	TOTAL		42,227,706.40	



APPENDIX 4

Document outlining the Sub-contractors engaged by General Paving Company Limited and Asphaltic Concrete Enterprise Co. Ltd.

General Paving Company Limited

b-Contractor Payment			
	25-Nov-16	Anthony Harris	\$1,000,000.00
	1-Dec-16	Anthony Harris	\$9,000,000.00
	25-Nov-16	Red Lion Farm Supplies	\$5,000,000.00
	1-Dec-16	Red Lion Farm Supplies	\$4,208,065.30
	28-Nov-16	Quido McKenzie	\$450,000.00
	28-Nov-16	Chantol Gabriel	\$640,000.00
	1-Dec-16	Lloyd Surgeon	\$460,847.48
	1-Dec-16	Allan Mitchell	\$460,847.48
	1-Dec-16	Terrence Brown	\$460,847.48
	1-Dec-16	Yvonne Jonas	\$460,847.48
	2-Dec-16	Brighton Engineering	\$6,000,000.00
	2-Dec-16	Brighton Engineering	\$649,290.18
	2-Dec-16	Brighton Engineering	\$2,000,000.00
	9-Dec-16	Brighton Engineering	\$1,750,000.00
	9-Dec-16	Brighton Engineering	\$1,750,000.00
	13-Dec-16	Terrence Brown	\$600,000.00
	13-Dec-16	Allan Mitchell	\$600,000.00
	13-Dec-16	Lloyd Surgeon	\$600,000.00
	15-Dec-16	Brighton Engineering	\$1,000,000.00
	15-Dec-16	Brighton Engineering	\$1,000,000.00
	22-Dec-16	AJAG Hardware & Home Decor	\$2,000,000.00
	22-Dec-16	Brighton Engineering	\$1,000,000.00
	22-Dec-16	Wayne Lawrence	\$833,300.00
	22-Dec-16	Jay-Ann Mcpherson	\$833,300.00
	22-Dec-16	Marlon Sinclair	\$833,300.00
	22-Dec-16	Loveta Scott	\$833,300.00
э	22-Dec-16	Peter Sibblis	\$833,500.00
	22-Dec-16	Hycinth Thomas	\$833,300.00
	22-Dec-16	Deluxe Construction	\$600,000.00
	22-Dec-16	Popsy P. Trucking	\$800,000.00
	22-Dec-16	Orlando Walters	\$700,000.00
	22-Dec-16	Sylvester Williams	\$300,000.00
	22-Dec-16	Allan Mitchell	\$300,000.00
	22-Dec-16	Allan Mitchell	\$700,000.00
			\$49,490,745.40



Asphaltic Concrete Enterprise Co. Ltd.

Sub-Contractor received			1	
Chin Construction	12/1/2016	8,500,000.00		
Miller electrical	11/28/2016	11,001,000.00	14	
C&W Janitoral	19/12/2016	4,000,000.00	- T	
C&W Janitoral	12/22/2016	8,000,000.00		
		31,501,000.00		



APPENDIX 5

Table outlining the locations works were executed, the constituency, Member of Parliament and affiliated political party.

Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Catherine	Bushing	Bamboo to Bushy Park	St. Catherine South Western	Everald Warmington	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Old Harbour Bay to Bartons	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Gutters to Free Town	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Colbeck Junction to Planters	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Drain cleaning	Bamboo to Bushy Park	St. Catherine South Western	Everald Warmington	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Drain cleaning	Old Harbour Bay to Bartons	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Drain cleaning	Gutters to Free Town	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Drain cleaning	Colbeck Junction to Planters	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Bog Walk to Ewarton	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Bushing	Ewarton to Mt.	St. Catherine	Robert	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Diablo	North Western	Pickersgill	
St. Catherine	Bushing	Vanity Fair to Bermaddy	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Bushing	Russel Pen to Mango Grove	St. Catherine North Western	Robert Pickersgill	PNP
			St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Drain cleaning	Bog Walk to Ewarton	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Drain cleaning	Ewarton to Mt. Diablo	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Drain cleaning	Vanity Fair to Bermaddy	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Drain cleaning	Russel Pen to Mango Grove	St. Catherine North Western	Robert Pickersgill	PNP
			St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Bushing	Spanish Town	St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine Central	Olivia Grange	JLP
St. Catherine	Bushing	Williams Street	St. Catherine South Central	Andrew Wheatley	JLP
St. Catherine	Bushing	Twickenham Park to Old	St. Catherine Eastern	Joyce Daley	PNP
		Harbour (Old Harbour Rbt	St. Catherine Central	Olivia Grange	JLP
		via Burke Road)	St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine South	Everald Warmington	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Western		
St. Catherine	Drain cleaning	Spanish Town	St. Catherine Central	Andrew Wheatley	JLP
			St. Catherine Central	Olivia Grange	JLP
St. Catherine	Drain cleaning	Williams Street	St. Catherine Central	Andrew Wheatley	JLP
St. Catherine	Drain cleaning	Spanish Town to Bamboo (St.	St. Catherine Central	Olivia Grange	JLP
		John's Road)	St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Drain cleaning	Twickenham Park to Old	St. Catherine Eastern	Joyce Daley	PNP
		Harbour (Old Harbour Rbt	St. Catherine Central	Olivia Grange	JLP
		via Burke Road)	St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Upper to Lower	St. Catherine South Central	Andrew Wheatley	JLP
		Homestead	St. Catherine Central	Olivia Grange	JLP
St. Catherine	Bushing	Old Harbour Rbt to Gutters	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Sydenham, Johnson Pen, Old Harbour Road, McCooks Pen, March Pen	St. Catherine South Central	Andrew Wheatley	JLP
St. Catherine	Drain cleaning	Upper to Lower	St. Catherine South Central	Andrew Wheatley	JLP
		Homestead	St. Catherine	Olivia Grange	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Central		
St. Catherine	Drain cleaning	Old Harbour Rbt to Gutters	St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Drain cleaning	Sydenham, Johnson Pen, Old Harbour Road, McCooks Pen, March Pen	St. Catherine South Central	Andrew Wheatley	JLP
St. Catherine	Bushing	Bamboo to Worthy Park	St. Catherine West Central	Christopher Tufton	JLP
			St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Bushing	Spanish Town to Bamboo	St. Catherine Central	Olivia Grange	JLP
			St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Bartons to Ginger Ridge	St. Catherine South Western	Everald Warmington	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Back Pasture to Junction	St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Planters to Sandy Ground	St. Catherine West Central	Christopher Tufton	JLP
			St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Bushing	Barry to Point Hill	St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Eleven Miles to Barry	St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Bushing	Barry to Bog	St. Catherine	Christopher	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Walk	West Central St. Catherine	Tufton Robert	PNP
			North Western	Pickersgill	PINP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Drain cleaning	Bamboo to Worthy Park	St. Catherine West Central	Christopher Tufton	JLP
			St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Drain cleaning	Spanish Town to Bamboo	St. Catherine Central	Olivia Grange	JLP
			St. Catherine South Central	Andrew Wheatley	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Drain cleaning	Barry to Bog Walk	St. Catherine West Central	Christopher Tufton	JLP
			St. Catherine North Western	Robert Pickersgill	PNP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Culvert cleaning	Bartons to Ginger Ridge	St. Catherine South Western	Everald Warmington	JLP
			St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Culvert cleaning	Back Pasture to Junction	St. Catherine West Central	Christopher Tufton	JLP
St. Catherine	Culvert cleaning	Planters to Sandy Ground	St. Catherine West Central	Christopher Tufton	JLP
			St. Catherine South Western	Everald Warmington	JLP
St. Catherine	Culvert cleaning	Barry to Point Hill	St. Catherine West Central	Christopher Tufton	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Catherine	Culvert	Eleven Miles	St. Catherine	Christopher Tufton	JLP
St. Catherine	cleaning	to Barry	West Central St. Catherine	Alando	JLP
St. Catherine	Bushing	Naggo Head to Dawkins	East Central	Terrelonge	JLF
		Dawkills	St. Catherine	Fitz Jackson	PNP
			Southern	THE JACKSON	1 1 1
			St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Passage Fort Drive	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Grange Lane	St. Catherine East Central	Alando Terrelonge	JLP
St. Catherine	Drain cleaning	Naggo Head to Dawkins	St. Catherine East Central	Alando Terrelonge	JLP
			St. Catherine Southern	Fitz Jackson	PNP
			St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Drain	Passage Fort	St. Catherine	Colin Fagan	PNP
	cleaning	Drive	South Eastern		
St. Catherine	Drain	Municipal	St. Catherine	Alando	JLP
	cleaning	Boulevard	East Central	Terrelonge	
St. Catherine	Drain	Grange Lane	St. Catherine	Alando	JLP
	cleaning	a	East Central	Terrelonge	U.D.
St. Catherine	Bushing	Spanish Town to Bog Walk	St. Catherine Central	Olivia Grange	JLP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Bushing	Tulloch to	St. Catherine	Natalie Neita-	PNP
		Zion Hill	North Central	Headley	
		Bridge	St. Catherine	Leslie Campbell	JLP
			North Eastern		
St. Catherine	Bushing	Bog Walk to	St. Catherine	Natalie Neita-	PNP
		Santa Maria	North Central	Headley	
St. Catherine	Bushing	Spanish Town to Sligoville	St. Catherine Central	Olivia Grange	JLP
			St. Catherine Eastern	Joyce Daley	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Drain cleaning	Spanish Town to Bog Walk	St. Catherine Central	Olivia Grange	JLP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Drain cleaning	Zion Hill to Parks Road	St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Drain cleaning	Tulloch to Zion Hill	St. Catherine North Central	Natalie Neita- Headley	PNP
		Bridge	St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Drain cleaning	Bog Walk to Santa Maria	St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Drain cleaning	Spanish Town to Sligoville	St. Catherine Central	Olivia Grange	JLP
			St. Catherine Eastern	Joyce Daley	PNP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Bushing	Williamsfield to Glengoffe	St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Bushing	Bog Walk to Natural Bridge	St. Catherine North Eastern	Leslie Campbell	JLP
			St. Catherine North Central	Natalie Neita- Headley	PNP
St. Catherine	Bushing	Natural Bridge to Pear Tree Grove	St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Bushing	Vanity Fair to Tavern Hill	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Culvert cleaning	Williamsfield to Glengoffe	St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Culvert cleaning	Bog Walk to Natural Bridge	St. Catherine North Eastern	Leslie Campbell	JLP
			St. Catherine North Central	Natalie Neita- Headley	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Catherine	Culvert cleaning	Natural Bridge to Pear Tree Grove	St. Catherine North Eastern	Leslie Campbell	JLP
St. Catherine	Culvert cleaning	Vanity Fair to Tavern Hill	St. Catherine North Western	Robert Pickersgill	PNP
St. Catherine	Bushing	Twickenham Park to Old Harbour Bypass (Burke Road)	St. Catherine Eastern	Joyce Daley	PNP
St. Catherine	Bushing	Spanish Town to Sligoville	St. Catherine Central	Olivia Grange	JLP
			St. Catherine Eastern	Joyce Daley	PNP
St. Catherine	Drain cleaning	Spanish Town to Sligoville	St. Catherine Central	Olivia Grange	JLP
			St. Catherine Eastern	Joyce Daley	PNP
St. Catherine	Drain cleaning	Twickenham Park to Ferry	St. Catherine Eastern	Joyce Daley	PNP
St. Catherine	Bushing	Portmore Drive	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Waterford to Bayside	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Westchester	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Dyke Road	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Drain cleaning	Portmore Drive	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Drain cleaning	Waterford to Bayside	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Drain cleaning	Westchester	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Drain cleaning	Dyke Road	St. Catherine South Eastern	Colin Fagan	PNP
St. Catherine	Bushing	Spanish Town	St. Catherine	Fitz Jackson	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		to Port	Southern		
		Henderson	St. Catherine South Eastern	Colin Fagan	PNP
			St. Catherine Eastern	Joyce Daley	PNP
			St. Catherine Central	Olivia Grange	JLP
			St. Catherine East Central	Alando Terrelonge	JLP
St. Catherine	Bushing	Tamarind Farm to Naggo Head	St. Catherine Southern	Fitz Jackson	PNP
St. Catherine	Bushing	Greater Portmore	St. Catherine Southern	Fitz Jackson	PNP
St. Catherine	Bushing	Hellshire	St. Catherine Southern	Fitz Jackson	PNP
St. Catherine	Drain cleaning	Spanish Town to Port	St. Catherine Southern	Fitz Jackson	PNP
		Henderson	St. Catherine South Eastern	Colin Fagan	PNP
			St. Catherine Eastern	Joyce Daley	PNP
			St. Catherine Central	Olivia Grange	JLP
			St. Catherine East Central	Alando Terrelonge	JLP
St. Catherine	Drain cleaning	Tamarind Farm to Naggo Head	St. Catherine Southern	Fitz Jackson	PNP
St. Catherine	Drain cleaning	Greater Portmore	St. Catherine Southern	Fitz Jackson	PNP
St. Catherine	Drain cleaning	Hellshire	St. Catherine Southern	Fitz Jackson	PNP
St. Ann	Bushing	Mt. Diablo to Moneague	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Moneague to Hopewell	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Moneague	St. Ann South	Lisa Hanna	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Thru Roads	Eastern		
St. Ann	Bushing	Moneague to Green Park	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Goshen to	St. Ann South	Lisa Hanna	PNP
St. Alli	Dushing	Hopewell	Eastern	Lisa Haima	1 111
St. Ann	Bushing	Moneague to	St. Ann South	Lisa Hanna	PNP
	8	Blackstonedge	Eastern		
St. Ann	Bushing	Blue Hole to	St. Ann South	Lisa Hanna	PNP
	0	Goshen	Eastern		
St. Ann	Bushing	Hopewell to	St. Ann South	Lisa Hanna	PNP
	C C	Golden Grove	Eastern		
St. Ann	Bushing	Trafalgar to	St. Ann South	Lisa Hanna	PNP
		Carton	Eastern		
St. Ann	Bushing	Pedro River to	St. Ann South	Lisa Hanna	PNP
		Harmony Vale	Eastern		
St. Ann	Bushing	Harmony Vale	St. Ann South	Lisa Hanna	PNP
		to Claremont	Eastern		
St. Ann	Bushing	Grierfield to	St. Ann South	Lisa Hanna	PNP
		Moneague	Eastern		
St. Ann	Bushing	Phoenix Park	St. Ann South	Lisa Hanna	PNP
		to St. Johns	Eastern		
St. Ann	Bushing	Bonneville to	St. Ann South	Zavia Mayne	JLP
		Ballentoy	Western	Lico Honno	DND
			St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	White River	St. Ann North	Shahine	JLP
		Old Road	Eastern	Robinson	
St. Ann	Bushing	St. Ann's Bay	St. Ann North	Shahine	JLP
		Town Roads	Eastern	Robinson	
St. Ann	Bushing	Golden Spring	St. Ann North	Shahine	JLP
		to New	Eastern	Robinson	
		Ground to			
		Lime Hall			
St. Ann	Bushing	Green Park to	St. Ann North	Shahine	JLP
		St. Ann's Bay	Eastern	Robinson	
St. Ann	Bushing	Hopewell to	St. Ann North	Shahine	JLP
		Ocho Rios	Eastern	Robinson	
			St. Ann South	Lisa Hanna	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Eastern		
St. Ann	Bushing	Newstead Bridge to	St. Ann North Eastern	Shahine Robinson	JLP
		White River	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Golden Grove to Davis Town	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Davis Town to Greenwich	St. Ann North Eastern	Shahine Robinson	JLP
		Park	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Bamboo to Browns Town	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Stewart Town Brown's Town	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Discovery Bay to Brown's Town	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Green Park to Bamboo	St. Ann North Eastern	Shahine Robinson	JLP
			St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Runaway Bay to Orange Valley	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Stewart Town to Discovery Bay	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Stewart Town to Caledonia	St. Ann North Western	Dayton Campbell	PNP
			St. Ann South Western	Zavia Mayne	JLP
St. Ann	Bushing	Clayground to Springfield to	St. Ann North Eastern	Shahine Robinson	JLP
		Limehall	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Bushing	Priory to Bamboo	St. Ann North Western	Dayton Campbell	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Ann	Bushing	Alexandria to Brown's Town	St. Ann South Western	Zavia Mayne	JLP
			St. Ann North Western	Dayton Campbell	PNP
St. Ann	Bushing	Alexandria to Grenock Bridge	St. Ann South Western	Zavia Mayne	JLP
St. Ann	Bushing	Culloden to Caledonia	St. Ann South Western	Zavia Mayne	JLP
St. Ann	Drain cleaning	Ocho Rios Township	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Drain cleaning	St. Ann's Bay Township	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Removal of silt and debris	Ocho Rios Township	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Removal of silt and debris	St. Ann's Bay Township	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Removal of silt and debris	Brown's Town Township	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Cleaning of earth drains	Green Park to Bamboo	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Cleaning of earth drains	Brown's Town to Stewart Town	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Cleaning of earth drains	Moneague to Blackstonedge (Kelham District)	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of earth drains	Moneague to Blackstonedge (Castle Kelly)	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of earth drains	Golden Grove to Davis Town	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of earth drains	Phoenix Park to St. John's	St. Ann South Eastern	Lisa Hanna	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Ann	Cleaning of earth drains	Alexandria to Grenock Bridge (Alexandria)	St. Ann South Western	Zavia Mayne	JLP
St. Ann	Cleaning of earth drains	Alexandria to Grenock Bridge (Cave Valley)	St. Ann South Western	Zavia Mayne	JLP
St. Ann	Cleaning of earth drains	Alexandria to Grenock Bridge (Fullerton Park)	St. Ann South Western	Zavia Mayne	JLP
St. Ann	Cleaning of outlets	Green Park to Bamboo	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Cleaning of outlets	Brown's Town to Bamboo	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Cleaning of outlets	Moneague to Blackstonedge (Along Control Section)	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of outlets	Golden Grove to Davis Town	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of outlets	Moneague to Green Park	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of outlets	Moneague to Hopewell	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning of outlets	Goshen to Hopewell	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning side drains	Moneague to Blackstonedge (Along Control Section)	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning side drains	Golden Grove to Davis Town	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Cleaning	White River to	St. Ann North	Shahine	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	side drains	Newstead	Eastern	Robinson	
			St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Culvert cleaning	Green Park to Bamboo	St. Ann North Eastern	Shahine Robinson	JLP
St. Ann	Culvert cleaning	Runaway Bay to Orange Valley	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Culvert cleaning	Moneague to Blackstonedge (Along Control Section)	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Culvert cleaning	White River to Newstead	St. Ann North Eastern	Shahine Robinson	JLP
			St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Culvert cleaning	Phoenix Park to St. John's	St. Ann South Eastern	Lisa Hanna	PNP
St. Ann	Culvert cleaning	Alexandria to Brown's Town	St. Ann South Western	Zavia Mayne	JLP
		(Along Control Section)	St. Ann North Western	Dayton Campbell	PNP
St. Ann	Culvert cleaning	Alexandria to Grenock Bridge (Along Control Section)	St. Ann South Western	Zavia Mayne	JLP
St. Mary	Bushing	Oracabessa to Union Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Windsor Castle to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Stewart Town to Union Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Gayle to Guys Hill	St. Mary Western	Robert Montague	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Mary	Bushing	Montreal to	St. Mary	Robert	JLP
-		Top Derry	Western	Montague	
St. Mary	Bushing	Windsor Castle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Frankfurt to Gayle	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Tavern Hill to Halifax Bridge	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Halifax Bridge to Lucky Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Prospect to Content	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Union Hill to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Rio Nuevo to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Coolspring to Boynes Park	St. Mary Central	Morais Guy	PNP
			St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Clermont to White Hall	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	White Hall to Cum See	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	High Gate to Richmond	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Orange Hill to Strawberry Fields	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Robins Bay to Nutfield	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Water Valley	St. Mary	Morais Guy	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		to Islington	Central		
St. Mary	Bushing	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Martins to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	White Hall to Heywood Hall	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Ballards Valley to Hampstead	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	High Gate to Windsor Castle	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Rose Hill to Richmond	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Trinity to Fontabelle	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Sandside to Palmetto Grove	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Langley to Boynes Park	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Bailey's Vale to Free Hill	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Palmetto Grove to Pear	St. Mary Central	Morais Guy	PNP
		Tree Grove	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Pear Tree Grove to Windsor Castle	St. Mary Western	Robert Montague	JLP
St. Mary	Bushing	Woodside to Flint River	St. Mary Central	Morais Guy	PNP
St. Mary	Bushing	Little Bay to Jacks River	St. Mary Central	Morais Guy	PNP
			St. Mary Western	Robert Montague	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Mary	Bushing	Little Bay to	St. Mary	Morais Guy	PNP
		Spring Head	Central		
St. Mary	Bushing	Richmond to	St. Mary	Winston Green	PNP
		Kendall	South Eastern		
St. Mary	Bushing	Chovey to	St. Mary	Winston Green	PNP
		Clermont	South Eastern		
St. Mary	Bushing	Border to	St. Mary	Winston Green	PNP
		Cuffy Gully	South Eastern		
St. Mary	Bushing	Rock River to	St. Mary	Winston Green	PNP
		Top Leinster	South Eastern		
St. Mary	Bushing	Grandy Hole	St. Mary	Winston Green	PNP
		to Golden	South Eastern		
		Valley			
St. Mary	Bushing	Scotts Hall to	St. Mary	Winston Green	PNP
		Mt. Rose	South Eastern		
St. Mary	Bushing	Clonmel to	St. Mary	Winston Green	PNP
-		Richmond	South Eastern		
St. Mary	Bushing	Freetown to	St. Mary	Winston Green	PNP
		Lewisburgh	South Eastern		
St. Mary	Bushing	Golden Grove	St. Mary	Winston Green	PNP
		to Epsom	South Eastern		
St. Mary	Bushing	Iterborale to	St. Mary	Winston Green	PNP
		Evondale	South Eastern		
St. Mary	Bushing	Fort George to	St. Mary	Winston Green	PNP
		Camberwell	South Eastern		
St. Mary	Bushing	Fort George to	St. Mary	Winston Green	PNP
		Springvale	South Eastern		
St. Mary	Bushing	Cum See to	St. Mary	Winston Green	PNP
-		Fort George	South Eastern		
St. Mary	Bushing	Rosemount	St. Mary	Winston Green	PNP
-			South Eastern		
St. Mary Ea	Earth drain	Stewart Town	St. Mary	Robert	JLP
-	cleaning	to Union Hill	Western	Montague	
St. Mary	Earth drain	Gayle to Guys	St. Mary	Robert	JLP
÷	cleaning	Hill	Western	Montague	
St. Mary	Earth drain	Rio Nuevo to	St. Mary	Robert	JLP
-	cleaning	Lamkin Hill	Western	Montague	
St. Mary	Earth drain	Windsor	St. Mary	Robert	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	cleaning	Castle to Guys Hill	Western	Montague	
St. Mary	Earth drain cleaning	Clermont to White Hall	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Earth drain cleaning	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Earth drain cleaning	Evondale to Iterboreale	St. Mary South Eastern	Winston Green	PNP
St. Mary	Earth drain cleaning	Freetown to Lewisburgh	St. Mary South Eastern	Winston Green	PNP
St. Mary	Cleaning U- Drain	Frankfurt to Gayle	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning U- Drain	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning Side Drain	Top Derry to Montreal	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Stewart Town to Union Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Frankfurt to Gayle	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Gayle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Rio Nuevo to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Windsor Castle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning Side Drain	Clermont to White Hall	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning Side Drain	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning Side Drain	High Gate to Windsor Castle	St. Mary Western	Robert Montague	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Mary	Cleaning Side Drain	Rose Hill to Richmond	St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning Side Drain	Freetown to Lewisburgh	St. Mary South Eastern	Winston Green	PNP
St. Mary	Cleaning Side Drain	Scotts Hall to Mt. Rose	St. Mary South Eastern	Winston Green	PNP
St. Mary	Cleaning Side Drain	Grandy Hole to Golden Valley	St. Mary South Eastern	Winston Green	PNP
St. Mary	Culvert cleaning	Top Derry to Montreal	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Stewart Town to Union Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Frankfurt to Gayle	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Gayle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Rio Nuevo to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Windsor Castle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Clermont to White Hall	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Culvert cleaning	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Culvert cleaning	High Gate to Windsor Castle	St. Mary Western	Robert Montague	JLP
St. Mary	Culvert cleaning	Rose Hill to Richmond	St. Mary Central	Morais Guy	PNP
St. Mary	Culvert cleaning	Freetown to Lewisburgh	St. Mary South Eastern	Winston Green	PNP
St. Mary	Culvert cleaning	Scotts Hall to Mt. Rose	St. Mary South Eastern	Winston Green	PNP
St. Mary	Culvert	Grandy Hole	St. Mary	Winston Green	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	cleaning	to Golden Valley	South Eastern		
St. Mary	Cleaning catch basin	Top Derry to Montreal	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Stewart Town to Union Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Frankfurt to Gayle	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Gayle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Rio Nuevo to Lamkin Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Windsor Castle to Guys Hill	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Clermont to White Hall	St. Mary South Eastern	Winston Green	PNP
			St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning catch basin	Port Maria to Islington	St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning catch basin	High Gate to Windsor Castle	St. Mary Western	Robert Montague	JLP
St. Mary	Cleaning catch basin	Rose Hill to Richmond	St. Mary Central	Morais Guy	PNP
St. Mary	Cleaning catch basin	Freetown to Lewisburgh	St. Mary South Eastern	Winston Green	PNP
St. Mary	Cleaning catch basin	Scotts Hall to Mt. Rose	St. Mary South Eastern	Winston Green	PNP
St. Mary	Cleaning catch basin	Grandy Hole to Golden Valley	St. Mary South Eastern	Winston Green	PNP
Clarendon	Bushing	Green Bottom to Four Paths	Clarendon Central	Lester Henry	JLP
			Clarendon South Western	Noel Arscott	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Clarendon	Bushing	Whitney Turn to Four Paths	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Four Paths to Free Town	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	May Pen to Hayes	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	May Pen to Sour Sop Turn	Clarendon Central	Lester Henry	JLP
			Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Grantham to Trout Hall	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Hayes to Dawkins Pen	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	Spaldings to Cave Valley	Clarendon North Western	Richard Azan	PNP
			Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Alley to Rest	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Grenock Ridge to Mears Bridge	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Chapelton Bypass	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Danks to Mears Bridge	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Sour Sop Turn to Danks	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Free Town to Alley via Lionel Town	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	Toll Gate to	Clarendon	Noel Arscott	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Rest	South Western		
Clarendon	Bushing	Cooks Gate to Preddie	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Lower Chapelton to Rock River	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Kupius Br to Mount Hindmost	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	New Yarmouth to Rowington	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Race Course to Parnassus	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Jacobs Hut to Fogah	Clarendon Central	Lester Henry	JLP
Clarendon	Bushing	Peckham to Alston	Clarendon North Western	Richard Azan	PNP
			Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Parnassus to Mocho	Clarendon South Western	Noel Arscott	PNP
Clarendon	Bushing	Summerfield to Thompson	Clarendon North Central	Pearnel Charles	JLP
		Town	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Macknie to Douglas Castle	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Rock River to Ginger Ridge	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Kupius to Colonel's	Clarendon Northern	Horace Dalley	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Clarendon	Bushing	Ridge Rest to Milk	Clarendon	Noel Arscott	PNP
	2 000000	River Bath	South Western		
Clarendon	Bushing	Colonel's Ridge to Kellits	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Near Kellits to Mackie Loop Rd	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Hyman Street	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Sandy River to Rhoden Hall	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Nine Turn to Ritchies	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Windsor to Corn Hill	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Thompson Town to Victoria	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Sanguinetti to Tweedside	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Brae Head to Pennant Douce	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Kellits Ltd to Segment Road	Clarendon Northern	Horace Dalley	PNP
Clarendon Bushing	Bushing	Lookout to Oaks	Clarendon Northern	Horace Dalley	PNP
			Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Kellits to Burns Comesee	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Suttons to	Clarendon	Noel Arscott	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Turners Four	South		
		Paths	Western		
Clarendon	Bushing	Crooked River to Pennant Douce	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Guinea Corner to Corner Shop	Clarendon Northern	Horace Dalley	PNP
			Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	St. Johns to Pedro River	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Kellits to Macknie	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Sevens to Rock River	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	Palmyra to Bog Land Settlement	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	Chester Field to Rocky Point	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	May Pen to Sevens	Clarendon Central	Lester Henry	JLP
Clarendon	Bushing	Sevens to Sevens Wood	Clarendon Central	Lester Henry	JLP
Clarendon	Bushing	Mocho to Frankfield	Clarendon North Western	Richard Azan	PNP
			Clarendon North Central	Pearnel Charles	JLP
Clarendon	Bushing	James Hill to Sandy River	Clarendon Northern	Horace Dalley	PNP
Clarendon	Bushing	Palmers Cross to Rosewell	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Bushing	Kupius to Beckford	Clarendon North Central	Pearnel Charles	JLP
		Kraal	Clarendon Northern	Horace Dalley	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Clarendon	Bushing	Whiteshop to Cumberland	Clarendon North Western	Richard Azan	PNP
Clarendon	Bushing	Crofts Hill to Danks	Clarendon North Central	Pearnel Charles	JLP
			Clarendon Northern	Horace Dalley	PNP
Clarendon	Drain cleaning	Danks to Crofts Hill	Clarendon North Central	Pearnel Charles	JLP
		Drains	Clarendon Northern	Horace Dalley	PNP
Clarendon	Drain cleaning	Summerfield to Thompson	Clarendon North Central	Pearnel Charles	JLP
		Town	Clarendon North Western	Richard Azan	PNP
Clarendon	Drain cleaning	Alley to Rest	Clarendon South Western	Noel Arscott	PNP
Clarendon	Drain cleaning	Jacks Gully	Clarendon South Western	Noel Arscott	PNP
Clarendon	Drain cleaning	Frankfield to Thompson Town	Clarendon North Western	Richard Azan	PNP
			Clarendon North Central	Pearnel Charles	JLP
Clarendon	Drain cleaning	Trout Hall to Grantham	Clarendon North Western	Richard Azan	PNP
Clarendon	Drain cleaning	Summerfield Drains	Clarendon North Central	Pearnel Charles	JLP
Clarendon	Drain cleaning	Freetown to Four Paths	Clarendon South Western	Noel Arscott	PNP
Clarendon	Drain cleaning	Mineral Heights Drains	Clarendon South Eastern	Rudyard Spencer	JLP
Clarendon	Drain	Bog Hole	Clarendon	Horace Dalley	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	cleaning		Northern		
Clarendon	Drain	Aenon Town	Clarendon	Horace Dalley	PNP
	cleaning	Drains	Northern		
Clarendon	Drain	Sink Hole	Clarendon	Horace Dalley	PNP
	cleaning	(Aenon Town)	Northern		
Clarendon	Drain	Rocky Point	Clarendon	Rudyard	JLP
	cleaning	Drains	South Eastern	Spencer	
Clarendon	Drain	Chesterfield	Clarendon	Rudyard	JLP
	cleaning	Drains	South Eastern	Spencer	
Clarendon	Drain	Mother Rob	Clarendon	Horace Dalley	PNP
	cleaning		Northern		
Clarendon	Drain	Miller Gully	Clarendon	Horace Dalley	PNP
	cleaning		Northern		
Clarendon	Drain	Ludlow Drains	Clarendon	Horace Dalley	PNP
	cleaning		Northern		
Clarendon	Drain	Trout Hall	Clarendon	Richard Azan	PNP
	cleaning	Drains	North		
			Western		
Clarendon	Drain	Mocho Drains	Clarendon	Noel Arscott	PNP
	cleaning		South		
			Western		
Clarendon	Drain	Chapelton	Clarendon	Pearnel Charles	JLP
	cleaning	Drains	North Central		
Clarendon	Drain	Rock River	St. Mary	Pearnel Charles	JLP
	cleaning	Drains	South Eastern		
Clarendon	Drain	Pennants	Clarendon	Pearnel Charles	JLP
	cleaning	Drain	Northern		
Clarendon	Drain	Carty Hill	Clarendon	Richard Azan	PNP
	cleaning	Drains	North		
			Western		
			Clarendon	Horace Dalley	PNP
			Northern		
Clarendon	Drain	Sevens Wood	Clarendon	Lester Henry	JLP
	cleaning	Drain	Central		
St. Andrew	Bushing	Harbour View	St. Andrew	Juliet Holness	JLP
		to Bull Bay	East Rural		



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Andrew	Bushing	Cooperage to Guava Ridge	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Guava Ridge to Silver Hill Gap	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Silver Hill Gap to Section	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Guava Ridge to Mahogany Vale	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Papine to Redlight	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Redlight to Hardware Gap	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Papine to Bull Bay	St. Andrew East Rural	Juliet Holness	JLP
			St. Andrew Eastern	Fayval Williams	JLP
St. Andrew	Bushing	Maryland to Woodford	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Papine to Skyline Drive	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew Bushi	Bushing	Gordon Town to Penfield	St. Andrew East Rural	Juliet Holness	JLP
			St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Woodford to Norbrook	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Lindos Gap to	St. Andrew	Juliet Holness	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Constitutional Hill	East Rural		
St. Andrew	Bushing	Drummond to Halberstadt	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Drain cleaning	Harbour View to Bull Bay	St. Andrew East Rural	Juliet Holness	JLP
St. Andrew	Bushing	Constant Spring to Stony Hill	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Stony Hill to Toms River	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Stony Hill to Parks Road	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Old Stony Hill Road to Long Lane	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Golden Spring to Mt. Airy	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Coakley to Mt. Airy	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Old Golden Spring Road	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Havendale to Guava Gap	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Mannings Hill to Sterling Castle	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Nolan Hill to Border	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Santa Maria to Turnbridge	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Turnbridge to Santa Loop Road	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Andrew	Bushing	Swain Spring	St. Andrew	Juliet Cuthbert-	JLP
		to Red Hills	West Rural	Flynn	
St. Andrew	Bushing	Unity to Toms River	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	St. Christopher to Glengoffe	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Swain Spring to Padmore	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	12 Miles Rock Hall to Bean Junction	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Rock Hall to Coopers Hill	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Waddles to Cypress Hall	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Rock Hall to Parks Road	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Drain Cleaning	Stony Hill to Toms River	St. Andrew West Rural	Juliet Cuthbert- Flynn	JLP
St. Andrew	Bushing	Salem Avenue Gully	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Bushing	Jacks Hill Road	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Drain Cleaning	Jacks Hill Road & Dillsbury Avenue	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Drain Cleaning	Salem Avenue Gully	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Drain Cleaning	Andrews Pen Gully	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Drain Cleaning	Grants Pen Road Gully (at fording)	St. Andrew North Eastern	Delroy Chuck	JLP
St. Andrew	Bushing	Shortwood	St. Andrew	Karl Samuda	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Road	North Central		
St. Andrew	Drain Cleaning	Benson Ford Gully	St. Andrew North Central	Karl Samuda	JLP
St. Andrew	Bushing	Mona Road (Aqueduct to UWI Main Entrance)	St. Andrew Eastern	Fayval Williams	JLP
St. Andrew	Drain Cleaning	Mona Road (Aqueduct to UWI Main Entrance)	St. Andrew Eastern	Fayval Williams	JLP
St. Andrew	Drain Cleaning	Munroe Drain	St. Andrew Eastern	Fayval Williams	JLP
St. Andrew	Drain Cleaning	Tinson Pen to East Avenue	St. Andrew South Western	Portia Simpson Miller	PNP
St. Andrew	Drain Cleaning	Edna Manley to Arthur Wint Drain	St. Andrew South Eastern	Julian Robinson	PNP
St. Andrew	Drain Cleaning	Oxford Road & Knutsford Boulevard	St. Andrew South Eastern	Julian Robinson	PNP
St. Andrew	Drain Cleaning	Deanery Road	St. Andrew South Eastern	Julian Robinson	PNP
St. Andrew	Drain Cleaning	Spanish Town Road (Nanse Gully)	St. Andrew Western	G. Anthony Hylton	PNP
St. Andrew	Drain Cleaning	Cooreville Drain (Bob Marley Way to High Ise)	St. Andrew Western	G. Anthony Hylton	PNP
St. Andrew	Drain Cleaning	Abberville Drain	St. Andrew North Western	Derrick Smith	JLP
St Andrew	Drain Cleaning	Drains in and around Half- Way-Tree	St. Andrew East Central	Peter Phillips	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Andrew	Drain Cleaning	Spanish Town Road (from Fleetmaster to Three Miles)	St. Andrew West Central	Andrew Holness	JLP
Kingston	Drain Cleaning	Rockfort Road (Near JPS Plant)	Kingston East & Port Royal	Phillip Paulwell	PNP
Kingston	Drain Cleaning	Harbour Drive	Kingston East & Port Royal	Phillip Paulwell	PNP
Hanover	Bushing	Shettlewood to Mackfield	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Shettlewood to Chester Caster	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Welcome to Copse	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Hopewell to Haughton Grove	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Flint River to Cascade	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Cascade to Flower Hill	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Sandy Bay to Montepellier	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Flower Hill to Pennycooke	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Kew to Mosquito Cove	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Cascade to Jericho	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Thompson Hill to Dundee Mountain	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Dundee to Cash Hill	Hanover Eastern	Dave Brown	JLP
Hanover	Bushing	Maryland to Medley	Hanover Eastern	Dave Brown	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Hanover	Clean Earth	Great River to	Hanover	Dave Brown	JLP
	Drain	Kew Bridge	Eastern		
Hanover	Clean Earth	Shettlewood to	Hanover	Dave Brown	JLP
	Drain	Mackfield	Eastern		
Hanover	Clean Side	Shettlewood to	Hanover	Dave Brown	JLP
	Drain	Chester Castle	Eastern		
Hanover	Clean Side	Welcome to	Hanover	Dave Brown	JLP
	Drain	Copse	Eastern		
Hanover	Clean Side	Hopewell to	Hanover	Dave Brown	JLP
	Drain	Haughton	Eastern		
		Grove			
Hanover	Clean Side	Flint River to	Hanover	Dave Brown	JLP
	Drain	Cascade	Eastern		
Hanover	Clean Side	Cascade to	Hanover	Dave Brown	JLP
	Drain	Flower Hill	Eastern		
Hanover	Clean Side	Kew to	Hanover	Dave Brown	JLP
	Drain	Mosquito	Eastern		
		Cove			
Hanover	Clean Side	Cascade to	Hanover	Dave Brown	JLP
	Drain	Jericho	Eastern		
Hanover	Bushing	Riley to	Hanover	Ian Hayles	PNP
	C	Glasgow	Western		
Hanover	Bushing	Riley to	Hanover	Ian Hayles	PNP
	C	Bushmouth	Western	5	
Hanover	Bushing	Lances River	Hanover	Ian Hayles	PNP
	C	to Haughton	Western	5	
		Court			
Hanover	Bushing		Hanover	Ian Hayles	PNP
	C	Parish Border	Western	5	
Hanover	Bushing	Green Island	Hanover	Ian Hayles	PNP
	C	to Glasgow	Western	5	
Hanover Bushing	Bushing	Kingsvale to	Hanover	Ian Hayles	PNP
-	6	Rockingham	Western		
Hanover	Bushing	Kingsvale to	Hanover	Ian Hayles	PNP
	8	Prospect	Western		
Hanover E	Bushing	Davis Cove to	Hanover	Ian Hayles	PNP
	Dusing	Dias	Western		
Hanover	Bushing	Baulk to Green	Hanover	Ian Hayles	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Land	Western		
Hanover	Bushing	Chelsea Bridge to Cacoon	Hanover Western	Ian Hayles	PNP
Hanover	Bushing	Salt Spring to Mooreland	Hanover Western	Ian Hayles	PNP
Hanover	Bushing	Salt Spring to Grange	Hanover Western	Ian Hayles	PNP
Hanover	Bushing	Logwood to March Town	Hanover Western	Ian Hayles	PNP
Hanover	Bushing	Green Island to Silver Spring	Hanover Western	Ian Hayles	PNP
Hanover	Clean Earth Drain	Riley to Bushmouth	Hanover Western	Ian Hayles	PNP
Hanover	Clean Earth Drain	Kew Bridge to Lucea	Hanover Western	Ian Hayles	PNP
Hanover	Clean Earth Drain	Lucea to Green Island	Hanover Western	Ian Hayles	PNP
Hanover	Clean Earth Drain	Green Island to Negril	Hanover Western	Ian Hayles	PNP
Hanover	Clean Earth Drain	Riley to Glasgow	Hanover Western	Ian Hayles	PNP
Hanover	Clean Side Drain	Green Island to Glasgow	Hanover Western	Ian Hayles	PNP
Hanover	Clean Side Drain	Kingsvale to Prospect	Hanover Western	Ian Hayles	PNP
Hanover	Clean Side Drain	Davis Cove to Dias	Hanover Western	Ian Hayles	PNP
Hanover	Clean Side Drain	Salt Spring to Mooreland	Hanover Western	Ian Hayles	PNP
Hanover	Clean Side Drain	Green Island to Silver Spring	Hanover Western	Ian Hayles	PNP
Portland	Bushing	Hectors River to Muirton	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Bushing	Muirton to Fair Prospect	Portland Eastern	Lynvale Bloomfield	PNP

Office of the Contractor General Page **455** of **485**

June 2017



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Portland	Bushing	Muirton to	Portland	Lynvale	PNP
		Haining	Eastern	Bloomfield	
Portland	Bushing	Fair Prospect	Portland	Lynvale	PNP
		to Folly	Eastern	Bloomfield	
Portland	Bushing	Williamsfield	Portland	Lynvale	PNP
		to Haining	Eastern	Bloomfield	
Portland	Bushing	Muirton to	Portland	Lynvale	PNP
		Ecclesdown	Eastern	Bloomfield	
Portland	Bushing	Ecclesdown to	Portland	Lynvale	PNP
		Fair Prospect	Eastern	Bloomfield	
Portland	Bushing	Mill Bank to	Portland	Lynvale	PNP
		Bowden Pen	Eastern	Bloomfield	
Portland	Bushing	Seaman's	Portland	Lynvale	PNP
	C	Valley to Mill	Eastern	Bloomfield	
		Bank			
Portland	Bushing	Fairy Hill to	Portland	Lynvale	PNP
	C	Nonsuch	Eastern	Bloomfield	
Portland	Bushing	Nonsuch to	Portland	Lynvale	PNP
	C	Port Antonio	Eastern	Bloomfield	
Portland	Bushing	Windsor to	Portland	Lynvale	PNP
	C	Moore Town	Eastern	Bloomfield	
Portland	Bushing	Breastwork to	Portland	Lynvale	PNP
	C	Windsor	Eastern	Bloomfield	
Portland	Bushing	Alligator	Portland	Lynvale	PNP
	6	Church to	Eastern	Bloomfield	
		Bellvue			
Portland	Bushing	John Town	Portland	Lynvale	PNP
	6	Road	Eastern	Bloomfield	
Portland	Bushing	Fellowship to	Portland	Lynvale	PNP
	6	Berrydale	Eastern	Bloomfield	
Portland	Bushing	Moore Town	Portland	Lynvale	PNP
		to Cornwall	Eastern	Bloomfield	
		Barracks			
Portland Bushin	Bushing	Spring Bank to	Portland	Lynvale	PNP
	0	Stony Hill	Eastern	Bloomfield	
Portland Bushing	Bushing	Boundbrook to	Portland	Lynvale	PNP
	8	Janga Gully	Eastern	Bloomfield	
Portland	Drain	Folly	Portland	Lynvale	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	cleaning	(Prospect to Folly)	Eastern	Bloomfield	
Portland	Drain cleaning	Dragon Bay (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Drain cleaning	Fair Prospect, Black Roack (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Drain cleaning	Manchioneal (Muirton to Fair Prospect)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Drain cleaning	Drain leading to JPS (Folly to Boundbrook)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning U- Drains	Manchioneal (Muirton to Fair Prospect)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning U- Drains	Allen Avenue (Folly to Boundbrook)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning U- Drains	East Palm Avenue (Folly to Boundbrook)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning U- Drains	Boston Bridge (Folly to Boundbrook)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning of Side Drains	Folly (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning of Side Drains	Manchioneal (Muirton to Fair Prospect)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning of Side Drains	Wain Road/Retreat (Breastwork-	Portland Eastern	Lynvale Bloomfield	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Windsor)			
Portland	Cleaning of Side Drains	Nonsuch (Nonsuch to Port Antonio)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Cleaning of Side Drains	Spring Bank (Stony Hill to Spring Bank)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Folly (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Dragon Bay (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Fair Prospect, Black Roack (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Wain Road/Retreat (Breastwork- Windsor)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Nonsuch (Nonsuch to Port Antonio)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Culvert cleaning	Spring Bank (Stony Hill to Spring Bank)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Catch Basin cleaning	Folly (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Catch Basin cleaning	Dragon Bay (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Catch Basin cleaning	Fair Prospect, Black Roack (Prospect to Folly)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Catch Basin	Wain	Portland	Lynvale	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	cleaning	Road/Retreat (Breastwork- Windsor)	Eastern	Bloomfield	
Portland	Catch Basin cleaning	Nonsuch (Nonsuch to Port Antonio)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Catch Basin cleaning	Spring Bank (Stony Hill to Spring Bank)	Portland Eastern	Lynvale Bloomfield	PNP
Portland	Bushing	Buff Bay to Balcarres	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Balcarres to Wakesfield	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Wakesfield to Hardware Gap	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Rio Grande to Cuffes Head	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Chipsall to Durham	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Hope Bay to Chipsall	Portland Western	Daryl Vaz	JLP
Portland	Bushing	School House Corner to Chepstowe	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Swift River to Mount Hermon	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Churchill Corner to Muir Park	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Buff Bay to White Hall	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Tranquility to Bangor Ridge	Portland Western	Daryl Vaz	JLP
Portland	Bushing	Section to Silver Hill Gap	Portland Western	Daryl Vaz	JLP
Portland	Drain cleaning	Hope Bay (Hope to	Portland Western	Daryl Vaz	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Orange Bay)			
Portland	Drain cleaning	Skibo (Spring Garden to Chepstowe	Portland Western	Daryl Vaz	JLP
Portland	Drain cleaning	Durham (Chipsall to Durham)	Portland Western	Daryl Vaz	JLP
Portland	Drain cleaning	New Road (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
Portland	Drain cleaning	Shrewsbury SDA Church (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
Portland	Drain cleaning	St. Margaret's Bay (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning U- Drains	Hope Bay (Hope to Orange Bay)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning U- Drains	St. Margaret's Bay (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning Side Drains	Hope Bay (Hope to Orange Bay)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning Side Drains	Buff Bay (Buff Bay to Balcarres)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning Side Drains	Skibo (Spring Garden to Chepstowe	Portland Western	Daryl Vaz	JLP
Portland	Culvert cleaning	Swift River (Swift River to Mount Hermon)	Portland Western	Daryl Vaz	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Portland	Culvert cleaning	Balcarres (Buff Bay to Balcarres)	Portland Western	Daryl Vaz	JLP
Portland	Culvert cleaning	Skibo (Spring Garden to Chepstowe	Portland Western	Daryl Vaz	JLP
Portland	Culvert cleaning	St. Margaret's Bay (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning catch basin	Swift River (Swift River to Mount Hermon)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning catch basin	Balcarres (Buff Bay to Balcarres)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning catch basin	Skibo (Spring Garden to Chepstowe)	Portland Western	Daryl Vaz	JLP
Portland	Cleaning catch basin	St. Margaret's Bay (Rio Grande to Hope Bay)	Portland Western	Daryl Vaz	JLP
St. Thomas	Bushing	Hordley Crossing to Bath	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Port Morant to Pleasant Hill	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Morant Bay to Port Morant	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Pleasant Hill to Hectors River	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Potosi to Morant River Bridge	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Port Morant to	St. Thomas	Fenton	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Bath	Eastern	Ferguson	
St. Thomas	Bushing	Morant Bay to Wilmington	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Drain cleaning	Morant Bay to Port Morant	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Drain cleaning	Port Morant to Bath	St. Thomas Eastern	Fenton Ferguson	PNP
St. Thomas	Bushing	Bull Bay to Grants Pen	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Grants Pen to Pamphret	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Pamphret to Morant Bay	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Church Corner to Morant River Bridge	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Morant River Bridge to Trinityville	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Trinityville to Cedar Valley	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Easington to Llandeway	St. Thomas Western	James Robertson	JLP
St. Thomas	Bushing	Yallahs to Easington	St. Thomas Western	James Robertson	JLP
St. Thomas	Drain cleaning	Bull Bay to Grants Pen	St. Thomas Western	James Robertson	JLP
St. Thomas	Drain cleaning	Church Corner to Morant River Bridge	St. Thomas Western	James Robertson	JLP
St. Thomas	Drain cleaning	Easington to Llandeway	St. Thomas Western	James Robertson	JLP
St. James	Bushing	Pillars to Montego Bay	St. James North Western	Horace Chang	JLP
			St. James Central	Heroy Clarke	JLP
St. James	Bushing	Montego Bay	St. James	Heroy Clarke	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		to Great River	Central		
			St. James West Central	Marlene Malahoo-Forte	JLP
St. James	Bushing	Reading to Anchovy	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Anchovy to Shettlewood	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Flankers to Whitehouse	St. James North Western	Horace Chang	JLP
St. James	Bushing	Adelphi to Hampden	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Point to Flamstead Gardens	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Mocho to Niagra	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Barnett to Adelphi	St. James West Central	Marlene Malahoo-Forte	JLP
St. James	Bushing	Fairfield to Point	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Marchmont to Washfoot Gully	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Cambridge Montpellier	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Flamstead Garden to Mocho	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Canaan to Dumfries	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Point to Flagstaff	St. James Southern	Derrick Kellier	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. James	Bushing	Wiltshire to Lethe	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Anchovy to Mount Horeb	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Bickersteth to Mount Horeb	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Ducketts to Welcome Hall	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Montpellier to Mafoota	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Adelphi to Kent	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Guilsboro to Kensington	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Cambridge to Retrieve	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Maroon Town to Flamstead Gardens	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	John's Hall to Stapleton	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Flagstaff to Georges Valley	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Amity Hall to Sunderland	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Guilsboro to Mount Industry	St. James East Central	Edmond Bartlett	JLP
St. James	Bushing	Orange Hill to Stonehenge	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Marchmont to Mocho	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Virgin Valley to Content	St. James East Central	Edmond Bartlett	JLP
		Mountain	St. James Southern	Derrick Kellier	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. James	Bushing	Catadupa to Catadupa School	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Schaw Castle to Silver Grove	St. James Southern	Derrick Kellier	PNP
St. James	Bushing	Maroon Town to Springvale	St. James Southern	Derrick Kellier	PNP
St. James	Clean Earth Drain	Barnett to Adelphi to Hampden	St. James East Central	Edmond Bartlett	JLP
St. James	Clean Earth Drain	Fairfield to Point	St. James East Central	Edmond Bartlett	JLP
			St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Clean Earth Drain	Pillars to Montego Bay	St. James North Western	Horace Chang	JLP
			St. James Central	Heroy Clarke	JLP
St. James	Clean Earth Drain	Reading to Anchovy	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Clean Earth Drain	Montpellier to Cambridge	St. James Southern	Derrick Kellier	PNP
St. James	Clean Earth Drain	Anchovy to Shettlewood	St. James Southern	Derrick Kellier	PNP
St. James	Clean U- Drains	Montego Bay Township	St. James Central	Heroy Clarke	JLP
St. James Clean U Drains	Clean U- Drains	Pillars to Montego Bay	St. James North Western	Horace Chang	JLP
			St. James Central	Heroy Clarke	JLP
St. James	Clean U-	Montego to	St. James	Marlene	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	Drains	Great River	West Central	Malahoo-Forte	
St. James	Clean Side Drain	Barnett to Adelphi to Hampden	St. James West Central	Marlene Malahoo-Forte	JLP
St. James	Clean Side Drain	Fairfield to Point	St. James West Central St. James	Marlene Malahoo-Forte Derrick Kellier	JLP PNP
			Southern	Deffick Keiller	FINF
St. James	Clean Side Drain	Montpellier to Cambridge	St. James Southern	Derrick Kellier	PNP
St. James	Clean Culvert	Barnett to Adelphi to	St. James West Central	Marlene Malahoo-Forte	JLP
		Hampden	St. James East Central	Edmond Bartlett	JLP
St. James	Clean Culvert	Fairfield to Point	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Clean Culvert	Reading to Anchovy	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Clean Culvert	Montpellier to Cambridge	St. James Southern	Derrick Kellier	PNP
St. James	Clean Culvert	Anchovy to Shettlewood	St. James Southern	Derrick Kellier	PNP
St. James	Clean Catch Basin	Barnett to Adelphi to	St. James West Central	Marlene Malahoo-Forte	JLP
		Hampden	St. James East Central	Edmond Bartlett	JLP
St. James	Clean Catch Basin	Fairfield to Point	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP
St. James	Clean Catch Basin	Reading to Anchovy	St. James West Central	Marlene Malahoo-Forte	JLP
			St. James Southern	Derrick Kellier	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. James	Clean Catch	Montpellier to	St. James	Derrick Kellier	PNP
	Basin	Cambridge	Southern		
St. James	Clean Catch	Anchovy to	St. James	Derrick Kellier	PNP
	Basin	Shettlewood	Southern		
Westmoreland	Bushing	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Ferris to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Scott Cove to	Westmoreland	Luther	PNP
		Smithfield	Eastern	Buchanan	
		Bridge	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Goodens River to Glasgow	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Dunbars to Torrington	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Ferris to Georges Plain	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Grange Hill to Little London	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Herford to Flower Hill	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Town Head to Blackness	Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Whithorn to Darliston	Westmoreland Eastern	Luther Buchanan	PNP
			Westmoreland Central	Dwayne Vaz	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Westmoreland	Bushing	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Seaford Town to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Chester Castle to Jacks Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Barneyside to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
			Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	White House to Petersville	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Darliston to Carmel	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Negril to Negril Light House	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Springfield to Silver Spring	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Grange to Friendship	Westmoreland Central	Dwayne Vaz	PNP
			Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Torrington to Pennycooke	Western Westmoreland	Kenneth Wykeham McNeill	PNP
			Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Bushing	Toll Gate to Bushmouth	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Glasgow to Jerusalem	Western Westmoreland	Kenneth Wykeham	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Mountain		McNeill	
Westmoreland	Bushing	Mount Eagle to Parish Border	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Albany to Moreland Hill	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Bushing	Retrieve to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Seaford Town to Pisgah	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Bethel Town to Lambs River	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Struie to Lambs River	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Hopeton to Auchindown	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Bog to Content	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Darliston to Woodstock	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Bushing	Locust Tree to Truro Gate	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Earth Drain	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Earth Drain	Ferris to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Earth Drain	Scott Cove to Smithfield	Westmoreland Central	Dwayne Vaz	PNP
		Bridge	Westmoreland Eastern	Luther Buchanan	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Westmoreland	Clean Earth Drain	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Earth Drain	Gooden's River to Glasgow	Westmoreland Central	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Earth Drain	Dunbars River to Torrington	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Earth Drain	Herford to Flower Hill	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Earth Drain	Whithorn to Darliston	Westmoreland Central	Dwayne Vaz	PNP
			Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Earth Drain	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Earth Drain	Seaford Town to Marchmount	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Earth Drain	Chester Castle to Jack's Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Earth Drain	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Earth Drain	Retrieve to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean U- Drains	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean U- Drains	Ferris to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean U- Drains	Scott Cove to Smithfield	Westmoreland Central	Dwayne Vaz	PNP
		Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean U- Drains	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean U-	Gooden's	Westmoreland	Kenneth	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	Drains	River to Glasgow	Central	Wykeham McNeill	
Westmoreland	Clean U- Drains	Dunbars River to Torrington	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean U- Drains	Herford to Flower Hill	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean U- Drains	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean U- Drains	Chester Castle to Jack's Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean U- Drains	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Side Drain	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Side Drain	Ferris to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Side Drain	Scott Cove to Smithfield Bridge	Westmoreland Central	Dwayne Vaz	PNP
			Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Side Drain	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Side Drain	Gooden's River to Glasgow	Westmoreland Central	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Side Drain	Dunbars River to Torrington	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Side Drain	Herford to Flower Hill	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Side Drain	Whithorn to Darliston	Westmoreland Eastern	Luther Buchanan	PNP
			Westmoreland Central	Dwayne Vaz	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Westmoreland	Clean Side Drain	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Side Drain	Seaford Town to Marchmount	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Side Drain	Chester Castle to Jack's Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Side Drain	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Side Drain	Retrieve to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Culvert	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Culvert	Ferris to Mackfield	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Culvert	Scott Cove to Smithfield	Westmoreland Eastern	Luther Buchanan	PNP
		Bridge	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Culvert	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Culvert	Gooden's River to Glasgow	Westmoreland Central	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Culvert	Dunbars River to Torrington	Westmoreland Central	Dwayne Vaz	PNP
		Whithorn to Darliston	Westmoreland Central	Dwayne Vaz	PNP
			Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Culvert	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Culvert	Seaford Town to	Westmoreland Eastern	Luther Buchanan	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
		Marchmount			
Westmoreland	Clean Culvert	Chester Castle to Jack's Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Culvert	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Culvert	Retrieve to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Catch Basin	Bartlett's River to Negril	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Catch Basin Clean Catch Basin	Torrington to Galloway	Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Catch Basin	Gooden's River to Glasgow	Westmoreland Central	Kenneth Wykeham McNeill	PNP
		Whithorn to Darliston	Westmoreland Eastern	Luther Buchanan	PNP
			Westmoreland Central	Dwayne Vaz	PNP
Westmoreland	Clean Catch Basin	Lambs River to Chesterfield Bridge	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Catch Basin	Seaford Town to Marchmount	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Catch Basin	Chester Castle to Jack's Gate	Westmoreland Eastern	Luther Buchanan	PNP
Westmoreland	Clean Catch Basin	New Hope to Sheffield	Western Westmoreland	Kenneth Wykeham McNeill	PNP
Westmoreland	Clean Catch Basin	Retrieve to Marchmont	Westmoreland Eastern	Luther Buchanan	PNP
Trelawny	Bushing	Stewart Town to Rock	Trelawny Northern	Victor Wright	PNP
			Trelawny South	Marisa Dalrymple-	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
				Philibert	
Trelawny	Bushing	Duncans to Long Pond	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Rio Bueno to Braco	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Duncans to Carey Park	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Coopers Pen to Rock	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Retreat to Burwood	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Rock to Tharpe Street	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Salt Marsh to Wiltshire	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Rio Bueno to Jackson Town	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Kinloss to Clarks Town	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Martha Brae to Kinloss	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Martha Brae to Peru	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Salt Marsh to Kent	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Hampden to Wakefield	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Falmouth to Springvale	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Deeside to Dromily	Trelawny Northern	Victor Wright	PNP
Trelawny	Tree Cutting & Stump removal	Martha Brae to Kinloss	Trelawny Northern	Victor Wright	PNP
Trelawny	Cut Overhanding	Hampden to Wakefield	Trelawny Northern	Victor Wright	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	Trees				
Trelawny	Drain Cleaning	Falmouth to Springvale (Mofield Drain)	Trelawny Northern	Victor Wright	PNP
Trelawny	Drain Cleaning	Falmouth to Springvale (Mayo Pond)	Trelawny Northern	Victor Wright	PNP
Trelawny	Bushing	Stettin to Highgate Hall	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Albert Town to Stettin	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Albert Town to Ulster Spring	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Jackson Town to Ulster Spring	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Freemans Hall to Litchfield	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Ulster Spring to Stettin	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Wait-A-Bit to Hector's River Bridge	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Wirefence to Warsop	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Albert Town to Troy	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Albert Town to Allside	Trelawny Southern	Marisa Dalrymple- Philibert	JLP

Office of the Contractor General Page **475** of **485**



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
Trelawny	Bushing	Allside Feeder Roads	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Troy to Heading	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	Laughton Town to Lorrimers	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Bushing	St. Vincent to Burnt Hill	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
Trelawny	Cut Overhanging Trees	Hampden to Wakefield	Trelawny Southern	Marisa Dalrymple- Philibert	JLP
St. Elizabeth	Bushing	Luana to Scotts Cove	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Black River to Pedro	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Pedro Cross to Lititz	St. Elizabeth South Eastern	Franklin Witter	JLP
			St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Luana to Tombstone	St. Elizabeth North Western	William JC Hutchinson	JLP
			St. Elizabeth South Western	Floyd Green	JLP
			St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Luana to Sandy Ground	St. Elizabeth South Western	Floyd Green	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Elizabeth	Bushing	Brompton- Cotter	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Lilliput- Lookout	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Windsor – Aberdeen House	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Whitehall to Prospect to Mocho	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	Lacovia – Mountainside	St. Elizabeth North Eastern	Evon Redman	PNP
			St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Junction – Bull Savannah	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Emmaus-Nain	St. Elizabeth South Eastern	Franklin Witter	JLP
			St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Malvern – Southfield	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Southfield- Portsea	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Malvern-Santa Cruz	St. Elizabeth North Eastern	Evon Redman	PNP
			St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Bellvue-St. Marys	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Big Yard-Top Hill	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Bellvue- Munro	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Bushing	Munro- Hermitage	St. Elizabeth South Eastern	Franklin Witter	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Elizabeth	Bushing	Malvern – Mountainside	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Mocho- Springfield	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	New Holland – Red Gate	St. Elizabeth North Western	William JC Hutchinson	JLP
			St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Lacovia- Vauxhall	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	YS-Maggotty	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	Vauxhall- Arcadia	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	Hodges- Speculation	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Red Gate- Washfoot Gully	St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	Wilton-Union	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Vauxhall – Union	St. Elizabeth North Eastern	Evon Redman	PNP
			St. Elizabeth North Western	William JC Hutchinson	JLP
St. Elizabeth	Bushing	Union-Oxford	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Braes River- Newton	St. Elizabeth North Eastern	Evon Redman	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
St. Elizabeth	Bushing	Santa Cruz Bypass	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Aberdeen- Quickstep	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Balaclava- Keynsham	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Emmaus – Lovely Point	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Fullerswood – Williamsfield	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Middle Quarters- Dunsandale	St. Elizabeth North Western	William J.C. Hutchinson	JLP
			St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Claremount Park-Malvern Well	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Baptist- Whitehall	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Bushing	Four Paths – Pisgah	St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Drain Cleaning	Luana to Scotts Cove	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Drain Cleaning	Black River to Pedro Cross	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Drain Cleaning	Pedro Cross to Lititz	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Drain Cleaning	Luna to Tombstone	St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Drain	Fullerwood-	St. Elizabeth	Floyd Green	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	Cleaning	Williamsfield	South Western		
St. Elizabeth	Drain Cleaning	Brompton- Cotterwood	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Drain cleaning	Mocho- Springfield	St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Drain cleaning	Lacovia- Mountainside	St. Elizabeth South Western	Floyd Green	JLP
			St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Drain cleaning	Junction to Bull Savannah	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Drain cleaning	Emmaus-Nain	St. Elizabeth South Eastern	Franklin Witter	JLP
			St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Drain cleaning	Malvern- Southfield	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Drain cleaning	Southfield – Portsea	St. Elizabeth South Eastern	Franklin Witter	JLP
St. Elizabeth	Drain cleaning	Malvern-Santa Cruz	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Drain cleaning	Big Yard-Top Hill	St. Elizabeth South Western	Floyd Green	JLP
St. Elizabeth	Drain cleaning	New Holland- Red Gate	St. Elizabeth South Western	Floyd Green	JLP
			St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Drain cleaning	Lacovia- Vauxhall	St. Elizabeth North	William J.C. Hutchinson	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Western		
St. Elizabeth	Drain cleaning	YS-Maggotty	St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Drain cleaning	Red Gate- Washfoot Gully	St. Elizabeth North Western	William J.C. Hutchinson	JLP
St. Elizabeth	Bushing	Wilton- Union	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Union-Oxford	St. Elizabeth North Eastern	Evon Redman	PNP
St. Elizabeth	Bushing	Braes River- Newton	St. Elizabeth North Eastern	Evon Redman	PNP
Manchester	Bushing	Whitney Turn -Williamsfield	Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Melrose Bypass	Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Williamsfield- Greenvale via Mandeville	Manchester North Western	Mikael Phillips	PNP
		Bypass	Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Kendal-Clarks Town	Manchester Central	Peter Bunting	PNP
			North Western	Mikael Phillips	PNP
Manchester	Bushing	Williamsfield- Greenvale via	Manchester Central	Peter Bunting	PNP
	N	Mandeville	Manchester North Western	Mikael Phillips	PNP
			Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Royal Flat-Old England	Manchester Central	Peter Bunting	PNP
			North Eastern	Audley Shaw	JLP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Manchester		
Manchester	Bushing	Williamsfield- Mile Gully	North Eastern Manchester	Audley Shaw	JLP
Manchester	Bushing	Cumberland – Williamsfield	Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Williamsfield – Greenvale via Mandeville	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Freetown- Cumberland	Manchester Central	Peter Bunting	PNP
Manchester	Bushing	Caines Shop- Highgate Hall	North Eastern Manchester	Audley Shaw	JLP
Manchester	Bushing	Shooters Hill- Caines Shop	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain cleaning	Dump- Moravia	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain cleaning	Dump-Craig Head	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain cleaning	Mizpah- Bellfield	Manchester Central	Peter Bunting	PNP
			North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain cleaning	Walderston- Gratham	North Eastern Manchester	Audley Shaw	JLP
Manchester	Bushing	Graig Head- Troy	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Skull Point – Lambert-Craig	North Eastern Manchester	Audley Shaw	JLP
		Head	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Caines Shop- Skull Point	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain cleaning	Mandeville Mark Post	Manchester Central	Peter Bunting	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Manchester North Western	Mikael Phillips	PNP
Manchester	Drain cleaning	Mile –Oxford	Manchester North Western	Mikael Phillips	PNP
Manchester	Drain cleaning	Oxford-Troy	Manchester North Western	Mikael Phillips	PNP
Manchester	Drain cleaning	Mandeville – Spur Tree via Swabys Hope	Manchester Southern	Michael Stewart	PNP
Manchester	Drain cleaning	Green Hill- Keynsham	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	St Pauls- Lookout	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Mile Gully- Johns Hall	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Greenvale Spur Tree	Manchester North Western	Mikael Phillips	PNP
Manchester	Bushing	Spur Tree- Gutters	Manchester Southern	Michael Stewart	PNP
Manchester	Bushing	St. Jago- Pusey Hill	Manchester Southern	Michael Stewart	PNP
Manchester	Bushing	Pusey Hill- Restore	Manchester Southern	Michael Stewart	PNP
Manchester	Bushing	Pusey Hill- New Port	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Woodstock- Cedar Grove	Central Manchester	Peter Bunting	PNP
Manchester	Drain Cleaning	Mandeville – Rudds Corner	Central Manchester	Peter Bunting	PNP
	_		Manchester	Michael Stewart	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
			Southern		
Manchester	Drain Cleaning	Cross Keys- Rudds Corner	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Downs – Alligator Pond	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Spring Ground –Bull Savanna	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Melrose Bypass	Central Manchester	Peter Bunting	PNP
Manchester	Drain cleaning	Royal Flat – Old England	Central Manchester	Peter Bunting	PNP
Manchester	Drain cleaning	Williamsfield- New Green Round-A-bout	Central Manchester	Peter Bunting	PNP
Manchester	Drain cleaning	Cumberland- Williamsfield	Central Manchester	Peter Bunting	PNP
Manchester	Drain Cleaning	Williamsfield- Mile Gully	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Clandon - Sedburgh	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Shooters Hill- Caines Shop	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Coleyville- Ballynure	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Dump- Moravia	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Dump-Craig Head	North Eastern Manchester	Audley Shaw	JLP
Manchester	Drain Cleaning	Mandeville Mark Post	Central Manchester	Peter Bunting	PNP
			Manchester North Western	Mikael Phillips	PNP
Manchester	Drain Cleaning	Mile – Oxford	Manchester North Western	Mikael Phillips	PNP
Manchester	Drain	Oxford –Troy	Manchester	Mikael Phillips	PNP



Parish	Description	Location Specified in Bill of Quantities	Constituency	Member of Parliament	Political Party
	Cleaning		North Western		
Manchester	Drain Cleaning	Green Hill - Keynsham	Manchester North Western	Mikael Phillips	PNP
Manchester	Drain Cleaning	Spur Tree – Gutters	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Restore to Pusey Hill	Manchester Southern	Michael Stewart	PNP
Manchester	Drain Cleaning	Gutters-Downs	Manchester Southern	Michael Stewart	PNP