



Report of Investigation

Concerning Allegations of Impropiety and Irregularity in the Utilization of the Limited Tender and Direct Contracting Procurement Methodologies in the Award of Contracts to Nubian 1 Construction Limited for the period January 2016 to August 2019.

**Integrity Commission
July 2024**



This Publication until tabled in Parliament shall be confidential.

Sections 55 (4) and (5) of the Integrity Commission Act states:

“(4) Anything said or information supplied or any document or thing produced by any person for the purpose or in the course of any investigation by or proceedings before the Commission under this Act, shall be absolutely privileged in the same manner as if the investigation or proceedings were proceedings in a court of law.

(5) For the purposes of the Defamation Act, any report made by the Commission under this Act and any fair and accurate comment thereon shall be deemed to be privileged.”

Section 56 of the Integrity Commission Act states:

“Subject to section 42(3)(b), every person having an official duty under this Act, or being employed or otherwise concerned in the administration of this Act (hereinafter called a concerned person) shall regard and deal with as secret and confidential, all information, statutory declarations, government contracts, prescribed licences and all other matters relating to any matter before the Commission, except that no disclosure made by the Commission or other concerned person in the proceedings for an offence under this Act or under the Perjury Act, by virtue of section 17(2) of that Act, shall be deemed inconsistent with any duty imposed by this subsection.

(2) The obligation as to secrecy and confidentiality imposed by this section, in relation to any documents, or information obtained under this Act continues to apply to a person despite the person having ceased to have an official duty, be employed or otherwise concerned in the administration of this Act.

(3) Every concerned person who is required under subsection (1) to deal with matters specified therein as secret and confidential who at any time communicates or attempts to communicate any such information, declaration, letter and other document or thing referred to in subsection (1) disclosed to him in the execution of any of the provisions of this Act to any person —

(a) other than a person to whom he is authorized under this Act to communicate it; or

(b) otherwise than for the purpose of this Act,

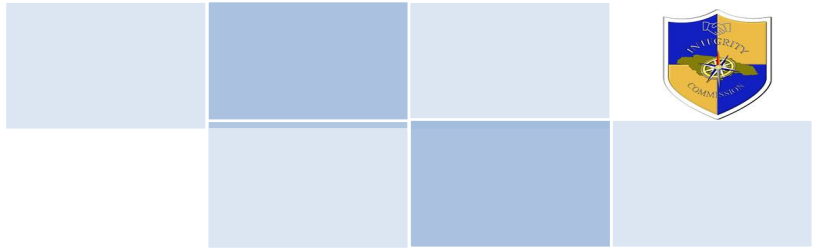
commits an offence and shall be liable on summary conviction in a Parish Court to a fine not exceeding one million dollars or to a term of imprisonment not exceeding one year.

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Chapter 1 – Introduction

Executive Summary

- 1.1 This investigation concerns allegations of impropriety and irregularity in the utilization of the limited tender and direct contracting procurement methodologies in the award of Government of Jamaica (GoJ) contracts by the Ministry of Labour and Social Security (MLSS) to Nubian 1 Construction (hereinafter referred to as Nubian 1) for the period 2016 to 2019.
- 1.2 During the course of the investigation, certain breaches of the Government procurement procedures in relation to the undertaking of variations, and cost overruns, as well as, conflict of interest were found.
- 1.3 Recommendations are made herein to the Ministry of Labour and Social Security and the Office of the Services Commission in an effort to prevent a reoccurrence of the breaches identified.



Chapter 2 – Background

2.1 This chapter outlines the background information concerning the investigation.

Jurisdiction

2.1.1 This investigation was conducted pursuant to **section 33(1)(a) and (b)** of the ***Integrity Commission Act (ICA)***, which empowers the Director of Investigation (DI) to investigate the instant matter.

Allegations

2.1.2 The investigation commenced based on a complaint which was received by the Commission on August 13, 2019. The complaint contained, *inter alia*, the following allegations:

(a) Since 2016, all procurement done by the Ministry of Labour and Social Security has been by way of 'Direct Contracting' or 'Limited Tender' and that "*not a single procurement for goods and/or services have gone to public tender, that is to say, advertised in the press and is the subject of competitive bidding.*"

(b) That a "*favourite of the 'Ministry' NUBIAN CONSTRUCTION was awarded a contract for over \$30M by way of direct contracting under emergency circumstances to carry out repair works at the Ministry. No emergency*



existed at the time! Nubian was handpicked and handed a contract in circumstances where this contract should've gone to public tender... Nubian 1 was subsequently, awarded a second direct contract under emergency circumstances”.

(c) The referenced contracts underwent “*subsequent variation or 'overrun' to the tune of 50% of the original contract sum*”. In addition, it was further alleged that in relation to the second contract awarded to Nubian 1, the cost “*overrun was 60% of the contract value*”.

Individuals Pertinent to the Investigation

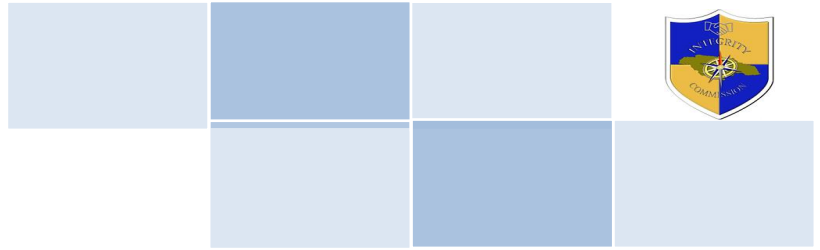
2.1.2 The following persons were considered pertinent to the investigation:

- i) Mrs. Colette Roberts-Risden, Permanent Secretary, Ministry of Labour and Social Security;
- ii) Mr. Everton G. Hunter, Chief Executive Officer, National Works Agency; and
- iii) Mr. Vaughn Phang, General Manager, Paramount Jamaica.



Chapter 3 – Terms of Reference

- 3.1 This chapter sets out the scope of the investigation and the issues that were explored.
- 3.2 The primary objectives of the DI's Investigation were to determine, *inter alia*, the following:
- 3.2.1 The circumstances surrounding the utilization of the Direct Contracting and/or Limited Tender (LT) procurement methodologies by the Ministry of Labour and Social Security in the award of contracts during the period January 2016 to August 2019;
- 3.2.2 Whether the procurement methodology(ies) utilized by the Ministry of Labour and Social Security, *if any*, in relation to the award of contract(s) to Nubian 1, to carry out works for the period January 2016 to August 2019, were devoid of irregularity and/or impropriety;
- 3.2.3 Whether there was/were any breach(es) in the variation(s) and /or cost overrun guidelines, in relation to contract(s) awarded by the Ministry of Labour and Social Security to Nubian 1, during the period January 2016 to August 2019;
- 3.2.4 Whether there was/were any breach(es) of the **Financial Administration and Audit Act**, the **Public Procurement Act (PPA)** and its attendant **Regulations**, the **Public Bodies Management and**



Accountability Act, the Integrity Commission Act, the Government of Jamaica Handbook of Public Sector Procurement Procedures 2014,
and/or any other applicable policy and/or legislation;

3.2.5 Whether there was any act of favouritism and/or conflict of Interest involved in the award of contracts by the MLSS to Nubian 1 during the period January 2016- 2019; and

3.2.6 Whether recommendations ought to be made.



Chapter 4 - The Investigation

4.1 This chapter sets out the investigative actions that were undertaken throughout the course of the investigation.

The Investigation

4.2 The following investigative actions were undertaken during the course of the investigation:

- a) During the period August 22, 2019 to May 29, 2023, six (6) Requisitions/Notices were served on individuals pertinent to the investigation, to provide responses;
- b) A review of the documentation and responses pertaining to the procurement undertakings at the Ministry of Labour and Social Security; and
- c) A review of the Public Procurement Regulations (2018), Public Procurement Act (2015), the Integrity Commission Act, Government of Jamaica Handbook of Public Procurement Procedures (2014), Staff Orders for the Public Service, and other relevant legislation and policies.



Chapter 5 –Law, Policy, Evidence, and Discussion of Findings

5.0 This chapter sets out the discussion of the findings and the relevant legislation and policies in respect of the investigation.

The Procurement Methodologies which were Utilized in the Award of Contracts During the Period 2016- August 2019 by the Ministry of Labour and Social Security.

5.1 The complainant alleged that “*since 2016 all procurement done by the Ministry of Labour and Social Security has been by way of ‘Direct Contracting’ or ‘Limited Tender’*” and that “*not a single procurement for goods and/or services have gone to public tender, that is to say advertised in the press and is the subject of competitive bidding*”. Having regard to this allegation, the DI sought to determine, *inter alia*, the rules governing the use of the Direct Contracting and Limited Tender procurement methodologies, as well as the extent of the use of the referenced methodologies prior to 2016, that is, 2012-2015 and up to 2019, that is, 2016-August 2019.

5.1.1 Section 2 of the Public Procurement Act defines Single Source Procurement Methodology, formerly known as Direct Contracting, as the “*procurement of goods, works or services, from a specific supplier or specific approved unregistered supplier pursuant to an invitation to bid, without a competitive procurement process.*”



5.1.2 The DI highlights, the **First Schedule, Regulation 8, Public Procurement Regulations, 2018**, which stipulates that single source (Direct Contracting) Procurement Methodology may be utilized to award contracts for works not exceeding \$2,000,000.00.

5.1.3 The DI highlights **section 25** of the **Public Procurement Act** which stipulates, *inter alia*, the following:

“A procuring entity may, in accordance with the prescribed procedures and subject to subsection (2), engage in single-source procurement only where-

(a) the goods, works or services to be procured are available from a particular supplier or approved unregistered supplier only, or a particular supplier has exclusive rights in respect of such goods, works or services, such that no reasonable alternative or substitute exists, and the use of any other method of procurement would not be practicable;

(b) the procuring entity, having procured goods, works or services from a contractor, determines that additional supplies must be procured from that contractor for reasons of standardization or because of the need for compatibility with existing goods, works or services, taking into account the effectiveness of the original procurement in meeting the needs of the procuring entity, the limited size, of the proposed procurement in relation to the



original procurement, the reasonableness of the price and the unsuitability of alternatives to the goods, works or services in question;

(c) the procuring entity determines that the use of any other method of procurement is not appropriate for the protection of the national security or defence interests of Jamaica; or

(d) the situation is one of emergency or extreme urgency and the engaging in any other method of procurement would be impractical because of the time involved in using any such other method;

(2) A procuring entity shall not engage in single-source procurement, without the prior written approval of the head of the procuring entity, if the estimated value of the procurement exceeds the procurement method threshold."

5.1.4 In relation to the aforementioned allegation that no contract went to public tender during the relevant period, the DI perused the contracts awarded by MLSS during the referenced period. A summary of the relevant statistics is provided in table 1 below:



Table 1: Contracts Awarded by MLSS by Procurement Methodology for the periods 2012-2015 and 2016-2019

	Total value of contracts	Total Limited Tender Contracts	Total DC contracts	Total Public Tenders	Total Contracts Awarded
2012 - 2015 Reporting Period	\$475,018,970.31	164 (69.1%) - \$301,385,611.56	37 (15.6%) - \$93,740,071.53	15 (6.3%) - \$66,555,222.22	237
2016-2019 Reporting Period	\$820,889,528.63	101 (42.43%) - \$348,616,173.13	102 (42.85%) - \$246,173,723.27	35 (14.70%) - \$226,099,632.20	238

5.1.5 As can be seen in Table 1 above, there was an increase in the use of the Direct Contracting procurement methodology over the four-year period after 2015 (2016-2019) when compared to the similar period prior to 2016 (2012-2015). It is also noted however, that the utilization of the public tender also increased over the period 2016-2019 when compared to the four-year period prior, 2012-2015.

5.1.6 Concerning the allegation that “*not a single procurement for goods and/or services have gone to public tender*”, the DI reiterates the information presented in Table 1 above that the MLSS utilized the public tender process in the award of 14.7%, of the contracts awarded for the period 2016-2019 compared to the 6.3% of contracts which went to public tender in the 2012-2015 period.



The Allegation that Nubian 1 is a Favourite of the Ministry of Labour and Social Security

5.1.7 In relation to the allegation that,

A "favourite of the 'Ministry' NUBIAN CONSTRUCTION was awarded a contract for over \$30M by way of direct contracting under emergency circumstances to carry out repair works at the Ministry. No emergency existed at the time! Nubian was handpicked and handed a contract in circumstances where this contract should've gone to public tender" and that Nubian 1 was subsequently, awarded a second direct contract under emergency circumstances"

The DI examined the extent of the contractual relationship between the parties. A review of the Quarterly Contracts Award (QCA) reports submitted by the MLSS for the period 2012-2015 was conducted, which revealed that no award of contract was made to Nubian 1 for the stated period. In Mrs. Roberts-Risden's response dated September 30, 2019, she stated that she was aware of 2 contracts which were awarded to Nubian.

Failure to Submit QCA Reports to the Integrity Commission

5.1.8 During the course of the investigation, the DI conducted a review of the Quarterly Contracts Award (QCA) reports, submitted by the MLSS, in respect of the contracts which were awarded during the period 2012-



2019. The aforementioned review revealed that, up to the date of this report, there are outstanding Quarterly Contracts Award (QCA) reports from the MLSS for the quarters 2, 3 and 4 of 2019. The DI notes however, that a review of the 1st Quarter of the submitted QCA reports revealed that seven (7) contracts were awarded. It is also worth noting, that only contracts above \$500,000 are required to be reported via the QCA.

5.1.9 Having regard to the failure of the MLSS to submit QCA reports for the 2nd, 3rd and 4th quarters of 2019, the DI highlights **Section 51(1)(a)(i)** of the **Integrity Commission Act**, which stipulates that in respect of the discharge of the functions of the Commission in relation to government contracts and prescribed licences, the DI shall on behalf of the Commission be entitled *“to be advised of the award and where applicable, the variation and termination of any government contract by the public body responsible for such contract”*.

5.1.10 Note that, in relation to the referenced outstanding QCA reports, by way of a letter dated January 20, 2021, addressed to Mrs. Collette Roberts-Risden, the DI requested that the outstanding reports be submitted by February 1, 2024.

5.1.11 The DI reiterates that up to the date of this report, the mentioned QCA reports remain outstanding.



The Utilization of the Direct Contracting Procurement Methodology by the MLSS in the Award of Contract to Nubian 1 in relation to Repair Works at the said Ministry

5.2 Having regard to the allegation which, *inter alia*, states that Nubian 1 was a ‘favourite’ for the MLSS, the DI sought to determine the circumstances which culminated in the award of a contract by the MLSS to Nubian 1, by way of the direct contracting methodology, during the relevant period (2016-2019). In light of the foregoing, the DI outlines in Table 2 hereunder, the particulars of the referenced contract:

TABLE 2: Particulars of the Contract Awarded by the MLSS to Nubian 1

Description of contract	Contract award Date	Contract sum	Procurement methodology	Variation sum	Total cost	Remarks
Emergency repairs of capping of double T-Beams & Painting of Building	March 15, 2019	\$37,185,000.00	Direct Contracting under Emergency Circumstance	\$18,643,080.00	\$55,828,080.00	Variation due primarily to additional structural works required which were not included in the original assessment.

5.2.1 With specific reference to the utilization of the Single Source/Direct Contracting procurement methodology, the DI highlights **Schedule 1, Part 2** of the **Public Procurement Regulations (2018)**, which restricts the utilization of this procurement methodology to contracts with a value below \$2,000,000.00 except under specific circumstances which are



outlined at **section 25** of the **Public Procurement Act** and **section 7** of the **Public Procurement Regulations**.

5.2.2 **Section 25** of the **Public Procurement Act** states, *inter alia*, the following:

“(a) the goods, works or services to be procured are available from a particular supplier or approved unregistered supplier only, or a particular supplier has exclusive rights in respect of such goods, works or services, such that no reasonable alternative or substitute exists, and the use of any other method of procurement would not be practicable;

(b) the procuring entity, having procured goods, works or services from a contractor, determines that additional supplies must be procured from that contractor for reasons of standardization or because of the need for compatibility with existing goods, works or services, taking into account the effectiveness of the original procurement in meeting the needs of the procuring entity, the limited size, of the proposed procurement in relation to the original procurement, the reasonableness of the price and the unsuitability of alternatives to the goods, works or services in question;

(c) the procuring entity determines that the use of any other method of procurement is not appropriate for the protection of the national security or defence interests of Jamaica; or

(d) the situation is one of emergency or extreme urgency and the engaging in any other method of procurement would be impractical because of the time involved in using any such other method...”



5.2.3 For the purposes of **Section 25 (1) (d)** of the **Public Procurement Act**, **section 7** of the attendant **Regulations** state, *inter alia*, the following:

"...situations of emergency or extreme urgency are those that –

(a) Arise as a result of events not attributable to or foreseeable by the procuring entity; and

(b) Necessitate the award of a procurement contract to effect repairs or remedial action to safeguard the public interest or, to protect infrastructure, property or public monies."

MLSS' Consultation with the National Works Agency (NWA)

5.2.4 As a result of an incident which occurred "On June 28, 2018, where a piece of concrete fell from the ministry's building located at 1F North Street and damaged a motor vehicle which was parked..."¹ The MLSS through Mrs. Colette Roberts-Risden, Permanent Secretary, wrote to the National Works Agency (NWA) on July 10, 2018, requesting assistance in assessing the situation and to advise on possible steps to be taken in correcting the problem.

5.2.5 Having regard to the foregoing, a team of technical officers from the NWA conducted a visit to the Ministry, to assess the state of the referenced structure. The objective of the assessment was to look at the reason for the

¹ Ministry of Labour and Social Security response dated September 30, 2019 at response #3
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falling chunks of concrete and to recommend solutions to address the problem.

- 5.2.6 The NWA, in its report dated August 2, 2018, opined that *“the event, though is the most severe of its kind so far, is not the only such occurrence at the location as smaller pieces of concrete were reported to have fallen several times before”*.
- 5.2.7 Ultimately, the report concluded that the building was *“in good condition and does not pose any immediate and sever(sic) threats(sic) to life of(sic) property. However, there are issues of durability and serviceability which need to be addressed in that short to medium term to restore the comfort in use and remove the sensitivity surrounding the recent occurrence”* of the fallen concrete which caused damage on June 24, 2018.
- 5.2.8 In the foregoing regard, the NWA recommended that if the building was to be preserved and prevented from entering into structural deterioration, that a reputable concrete/mortar repair specialist be brought in to investigate and offer to undertake solution to the general problems. The report recommended two entities, namely, SCL Jamaica Limited and Paramount Trading Jamaica Limited, both being local distributors of Sika and other renowned concrete repair and services.



Circumstances Surrounding the engagement of Paramount Trading Jamaica Limited for the provision of SIKA material for the repair of the MLSS Building at 1F North Street, Downtown Kingston

5.3 Consequent on the findings of the NWA's report, the MLSS sought the services of a reputable concrete/mortar repair specialist to investigate and offer solutions. Mrs. Roberts-Risden, Permanent Secretary, MLSS, in her February 21, 2020, response to the DI, detailed, *inter alia*, the following in relation to the NWA's report:

"It is my understanding that the report from the National Works Agency recommended how the Ministry *should proceed with the repairs*. Said report recommended that SCL Jamaica Limited and Paramount Trading Jamaica Limited who are authorized agents for the SIKA product. The Ministry utilized the Sika product data sheets as recommended by NWA for the repairs to the capping of the Double T-beams.² "

5.3.1 The MLSS subsequently requested a site visit from Paramount Trading (Ja.), one of the recommended suppliers. Paramount Trading informed the Ministry that they do not perform the work themselves but they have approved contractors who use their products³.

² Response dated February 21, 2020, from Mrs. Colette Roberts Risden, Permanent Secretary, Ministry of Labour and Social Security at response number 5.

³ Ibid.



5.3.2 By way of a letter dated March 4, 2019, from Vaughn Phang, former Chief Operating Officer (COO), Paramount Jamaica to Mrs. Colette Roberts-Risden, Permanent Secretary, MLSS, it was stated, *inter alia*, that:

*“Paramount Jamaica will be contracting Nubian 1 Construction Limited to execute the concrete repair and painting works required on the external walls of the building at 1F North Street, Downtown Kingston. The contract should therefore be written under the company name Nubian 1 Construction. The warranty however for all Sika products used will be honored based on the agreement between Paramount and Nubian 1”.*⁴

5.3.3 Notwithstanding the foregoing, the DI subsequently received a response from Mr. Vaughn Phang, former Chief Operating Officer (COO), Paramount Trading (Ja) Limited, which indicated, *inter alia*, the following:

“Paramount was not aware of Nubian 1 Construction Limited ... applying for or obtaining a contract by the Ministry of Labour and Social Security for the repair work required at 1F North Street, Kingston ... or its value ... Paramount was, to my knowledge, first contacted by a call to its construction support department regarding the Property from the Ministry of Labour’s Owen Whitely, Director of Administration on or about 21 August 2018. To my knowledge such a call was made

⁴ Letter dated March 4, 2019 from Paramount Jamaica which was directed to Mrs. Colette Roberts Risden, Permanent Secretary, Ministry of Labour and Social Security.



for Paramount to inspect necessary emergency type repairs to the Property. Paramount's construction team and I inspected it the following day ...We received an email from him the following day, the 22 August 2018 and we subsequently on 5 Sept 2018 received a structural report on the Property, but we had no mention of or discussion regarding a bid process or other persons involved in the Property.

Paramount after its first visit to the property sent the Ministry's Director a quote for where our supplied construction assistance and/or material products licensed by Sika were to be used for emergency repairs

*Paramount is not sub-contracted to Nubian 1 nor has it ever been.*⁵

5.3.4 The abovementioned response from Mr. Vaughn Phang, former COO, Paramount Trading Jamaica Limited, further indicated, *inter alia*, the following:

"On 11 September 2018 we submitted a plan of necessary repairs and a copy of our quote to provide same for J\$17.8m. At this stage we are not aware of Nubian 1 or any other potential construction agents for the Ministry⁶" Mr. Phang further indicated that no payments were made to

⁵ Response dated March 04, 2020 from Paramount Trading Limited at response #1

⁶ Ibid response #2



Paramount Trading Jamaica Limited by the Ministry of Labour and Social Security.⁷

5.3.5 The DI highlights the inconsistency in the information provided by Paramount Trading Jamaica Limited and the MLSS. However, it is also noted that the only contract agreement observed was that which was entered into between the MLSS and Nubian 1. The DI's efforts to locate Mr. Phang to clarify his disparate representations were unsuccessful.

5.3.6 Further, Mr. Phang, in his response stated, *inter alia*, the following:

"...we instructed him that our Company doesn't typically provide most of the repairs required to the property which we realized included window work and painting. We typically supply only specialized construction repairs and provide specialized Sika materials to other contractors who do more basic work. We are not aware of the Director's discussions with potential contractors at all and we advised in our message that we had supplied Nubian 1 information as a capable party for the Property having worked with them and other large contractors over the years on government managed projects – the Director had asked us to specify who was capable given our professional experience. We were not contacted by Nubian 1 or the Ministry, and became aware of Nubian 1 as the Main contractor when we received purchase orders

⁷ Ibid response #4



from Nubian 1 subsequently starting March 2019- they sent emails to the Construction Department Paramount...”⁸

5.3.7 As it relates to the assurance given by Paramount to Nubian 1 in respect of the warranty, the DI questions whether the MLSS would be in a position to enforce the warranty since the legal principle of privity of contract may prevent the MLSS from doing so. The doctrine of ‘Privity of contract’ stipulates that only the parties to a contract can enforce its terms. A third party cannot, save in exceptional cases, enforce a contract to which it is not a party – it has no rights in respect of that contract.

5.3.8 During the course of the investigation, the DI observed a Memorandum dated March 7, 2019, from Mr. Owen Whitely, Director of Administration, MLSS addressed to Mr. Amin Fagan, Chairman, Procurement Committee, in relation to the details of the Ministry’s engagement with Paramount Trading and by extension, Nubian 1 outlined, *inter alia*, the following:

1. **The start date of the Procurement:** September 2018
2. **Method of procurement:** Direct Contracting
3. **Selected Contractor (Main):** Paramount Trading (Ja)
4. **Recommended Sub-Contractor:** Nubian 1 Construction.
5. **Cost of Works:** \$37,185,000.00

5.3.9 The referenced Memorandum provided the following justification for the utilization of the Direct Contracting procurement methodology:

⁸ Ibid response 7



“Following the repairs of the beams and other remedial work necessary, it was agreed to paint the building to improve the aesthetics. Also, the contractor would have set up scaffoldings to conduct the work and would have charged for same in their cost and so, it was [thought] prudent to have the same contractors do the painting.”

5.3.10 The attached document to the referenced memorandum further indicated that approval was being sought for the utilization of the Direct Contracting (DC) procurement methodology by the Chair of the Procurement Committee. The justification provided was consistent with the **Government of Jamaica Handbook of Public Sector Procurement Procedures** under **volume 2, Section 1.1.5 (a)**.

5.3.11 Having regard to the foregoing, the referenced volume states, *inter alia*, that DC may be utilized *“for the repairs or remedial action necessary to preserve public safety or property, or to avoid great social harm or significant public inconvenience.”*⁹

5.3.12 On March 8, 2019, the Procurement Committee met and approved the procurement activity to effect emergency repairs to capping on the double T-beam & painting at the MLSS Building located at 1F North Street.

⁹ Volume 2 section 1.1.5 (a) of the GoJ Handbook of Public Sector Procurement Procedures (March 2014)
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Mrs. Colette Roberts-Risden, Head of the Procuring Entity granted approval on even date.¹⁰

5.3.13 A contract was entered into between the MLSS and Nubian 1 on March 15, 2019.

5.3.14 The DI is in possession of a letter dated April 18, 2019, which was addressed to Mr. Raymond McIntyre, then Chairman of the National Contracts Commission (NCC) (now known as the Public Procurement Commission (PPC)]. The purpose of the referenced letter was to advise the NCC that the MLSS would be utilizing the DC under emergency circumstances, resulting from an incident involving the fallen concrete from the Ministry's building which occurred on June 28, 2018.

5.3.15 The Government of Jamaica Handbook of Public Sector Procurement Procedures stipulates that the procuring entity should inform the Commission (NCC) in instances where it utilizes the DC methodology above a certain threshold. Note, the referenced contract was of a value which required the MLSS to advise the NCC.

¹⁰ Procurement Committee Memorandum dated March 8, 2019 from Amin Fagan, Chairman, Procurement Committee which was directed to Mrs. Colette Roberts Risden, Permanent Secretary, Ministry of Labour and Social Security



Circumstances Surrounding the Variation in Relation to the Award of Contracts to Nubian 1 for Repair Works at the MLSS Building Located at 1F North Street

5.4 Having regard to the allegation that “NUBIAN CONSTRUCTION was awarded a contract for over \$30M by way of direct contracting under emergency circumstances to carry out repair works at the Ministry...it didn't stop there as there was a subsequent variation or ‘overrun’ to the tune of 50% of the original contract sum”, the DI sought to ascertain, *inter alia*, the veracity of the allegations and the rules governing the grant of approval in respect of variations.

5.4.1 During the course of the investigation, a variation was observed of \$18,643,080.00 for additional works in relation to the contract for the repair works at the MLSS Building located at 1F North Street.

5.4.2 Having regard to the foregoing, it should be noted that variations to a contract may be permitted within the margins outlined in the Government of Jamaica Handbook of Public Sector Procurement Procedures. It is within this context that **Volume 2 Section 1.5** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures** is highlighted here. The referenced provision states, *inter alia*, that the head of the Procuring Entity shall give prior written approval for all contract variations and that no other Public Officer or project consultant shall approve the variation of a contract unless the Head of the Procuring Entity gives him or her written authorization to do so.



5.4.3 **Volume 2 Section 1.5.3** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures** further stipulates that variation for contracts valued between \$15 Million and \$40 Million should adhere to the following rules:

“1) the Head of the Procuring Entity may approve variations for related works up to a cumulative value of 25%.

2) Variations in excess of the 25% threshold will require:

a. the approval of the Permanent Secretary.

b. NCC endorsement.

Once the cumulative value of the variations exceeds 25% of the original contract sum, all previously approved variations shall be reported to the NCC, with a supporting letter from the Permanent Secretary.”¹¹

5.4.4 As it pertains to the additional work to be executed to complete the project, and the requirement for approval by the Head of the procuring entity, the DI is in possession of a memorandum dated May 14, 2019, from Mr. Anje Walker, Director, Property, Management and Maintenance (Acting), MLSS. The document outlined, *inter alia*, the outstanding work to be completed, more particularly, “the breeze blocks should be removed/demolished and replaced with an approved light-weight storm rated solution that will continue to allow passage of air and natural light¹²”.

¹¹ Government of Jamaica Handbook of Public Sector Procurement Procedures, Volume 2, Section 1.5.3

¹² Memorandum dated May 14, 2019 was observed from Mr. Anje Walker, Director, Property, Management and Maintenance, Ministry of Labour and Social Security.



- 5.4.5 In this regard, the request for approval to proceed with the additional work outlined above, and an extension of time to complete same was approved by the Head of Entity, Mrs. Colette Roberts-Risden on May 16, 2019.
- 5.4.6 Nubian 1 was instructed to provide quotations for additional works (which was not included in the original contract document).¹³
- 5.4.7 The DI found that the variation sum of \$18,643,080.00, in relation to the contract for repair works at the MLSS Building, was 50.14% above the original contract sum of \$37,185,000.00. Notwithstanding the approval for the variations being granted by Mrs. Colette Roberts-Risden, in relation thereto, a report to the NCC was required, no such report was found to have been made by the MLSS.

The Utilization of the Limited Tender Procurement Methodology in the Award of Contract by the MLSS to Nubian 1 for the Renovation of the 6th Floor, North Block, Executive Suite

- 5.5 The DI will now examine a subsequent contract awarded to Nubian 1 by the MLSS during the period 2016-2019, and the circumstances surrounding the awards.
- 5.5.1 By way of a requisition which was dispatched on August 22, 2019, the DI sought to determine from Mrs. Colette Roberts-Risden, her awareness of any

¹³ Memorandum dated May 14, 2019, from Anje Walker, Director Property, Management & Maintenance (Acting) to Mrs. Colette Roberts Risdén, Permanent Secretary



contracts which were awarded by the MLSS to Nubian 1 for the period 2016 to August 2019. Mrs. Roberts-Risden indicated in her response dated September 30, 2019, *inter alia*, as follows:

"I am aware of two Contracts that were awarded to Nubian - 1 Construction limited during the stated period. The contracts are:

- a) ...
- b) *Renovation of 6th floor, North Block Executive Suite was awarded on April 23, 2019 in the sum of \$9,811,503.50¹⁴"*

5.5.2 The MLSS, in its September 30, 2019, response to the DI, indicates that the Limited Tender procurement methodology was utilised. In this regard, the DI is in possession of a Tender Report which indicates that the pre-tender/comparable estimate in relation to the referenced contract was \$10,144,348.00. The referenced Tender Report further indicates that three (3) companies submitted quotes for the Renovation of the 6th Floor, North Block, Executive Suites. Additionally, the referenced MLSS response indicated that *"Request for Quotation (RFQ) was submitted to three contractors..."*. Table 3 below provides a summary of the result of the referenced bids:

¹⁴ Response dated September 30, 2019 from Colette Roberts Risden Response #3
INTEGRITY COMMISSION Report of Investigation into the Circumstances Surrounding Allegations of Impropriety and Irregularity in the utilization of the Limited Tender and Direct Contracting Procurement Methodologies in the Award of Contract (s) to Nubian 1 Construction Limited for the period 2016 to August 2019



TABLE 3: Particulars of Responses to the MLSS' Request for Quotations

Comparable Estimate	Marshall Construction	Southland Construction	Nubian 1 Construction
\$10,144,348.00	\$11,149,108.20	\$10,893,750.00	\$9,811,503.50
	Valid TRN and NCC	Valid TRN and NCC	Valid TRN and NCC

5.5.3 Where a contract is awarded by way of Limited Tender Procurement Methodology “a specific number of contractors are invited to bid”¹⁵. When utilizing this procurement methodology, Procuring Entities may contact appropriately qualified contractors on the NCC register and invite them to participate.

5.5.4 The Public Procurement Regulations, Part 2 of Schedule 1, indicates that works with an estimated contract value (also referred to as the comparable estimate) which exceed “\$10,000,000.00 but not exceeding \$20,000,000.00” require a minimum of 5 quotes from suppliers.

5.5.5 With respect to the foregoing, the DI outlines in the table hereunder, the particulars of the referenced contract which was awarded to Nubian 1 utilizing the Limited Tender Methodology:

¹⁵ GoJ Handbook of Public Procurement Procedures March 2014, Volume 2, Section 1.1.3



Table 4: Particulars of Contract Awarded to Nubian 1 by the MLSS

Description of contract	Contract award Date	Contract sum	Procurement methodology	Variation sum	Total cost	Comparable Estimate	Remarks
Renovation of 6 th floor, North Block Executive Suite	April 23, 2019	\$9,811,503.50	Limited Tender	\$4,979,524.25	\$14,791,027.75	\$10,144,348.00	Additional works required to enhance layout, functionality and public spaces such as the outer bathrooms, corridor leading to executive office. elevator areas were not a part of the original scope. ¹⁶

5.5.6 As part of the procurement process, A Memorandum dated March 13, 2019, was submitted by Mr. Owen Whitely, Director of Administration to Mr. Amin Fagan, Chairman, Procurement Committee, MLSS, for

¹⁶ Ibid



consideration. The pertinent portions of the referenced memorandum are highlighted below:

Table 5: Showing the Procurement Details Concerning the Contract Awarded for the Renovation of the 6th floor

Procurement start Date	February 25, 2019
Method of Procurement	Limited Tender
QS Estimate	10.1 M
Suppliers Invited	Southland Construction Co. Ltd Marshall Construction Co. Ltd Nubian-1 Construction Co. Ltd
Suppliers Responded	Southland Construction Co. Ltd \$10,893,750.00 Marshall Construction Co. Ltd \$11,149,108.20 Nubian-1 Construction Co. Ltd \$9,811,503.50
Recommended Supplier & cost of goods/services	Nubian-1 Construction Co. Ltd \$9,811,503.50
NCC Category/Registration#	Nubian-1 Construction Co. Ltd NU-302/04-20/12-1
NCC Registration Expiration	Nubian-1 Construction Co. Ltd 08/04/2020
TCC Expiration	Nubian-1 Construction Co. Ltd 13/05/2019



5.5.7 Consequent on the foregoing, and by way of a Memorandum dated March 14, 2019, Mr. Amin Fagan, Chairman, Procurement Committee, MLSS, sought Head of Entity's approval for Nubian 1 to be awarded the contract for the renovation works. The approval sought was granted by Mrs. Roberts-Risden, Permanent Secretary, MLSS, on March 21, 2019.

5.5.8 A contract worth \$9,811,503.50 was entered into between the said parties on April 23, 2019. The contract period was May 10, 2019 to June 15, 2019.

5.5.9 The DI reiterates, that the abovementioned contract for works, was awarded by way of the Limited Tender (restricted bidding) procurement methodology, and that only three (3) companies were invited to submit quotes which is contrary to stipulations set out in **Schedule 1** of the **Public Procurement Regulations** and the **Ministry of Finance and Public Service Circular number 27 of 2016**, the relevant stipulations of which are set out in the table below:

Table 6 Quotation Requirements which applies to restricted bidding opportunities

PROCUREMENT METHODS	WORK THRESHOLDS
...	...
Limited Tender	Above \$10M up to \$20M (Minimum of 5 quotations required) Above \$2M up to \$10M {Minimum of 3 quotations required}
...	...



Variation Concerning Additional Works Required to Enhance Layout for the Renovation of the 6th floor, North Block Executive Suite

5.6 As indicated at Table 5, the original contract value was \$9,811,503.50. Notwithstanding the foregoing, the DI observed that the value was varied upwards to the tune of \$4,979,524.25.

5.6.1 Consequent on the foregoing, the DI highlights the guidelines contained in **Volume 2 Section 1.5** of the Government of Jamaica Handbook of Public Sector Procurement Procedures, which states, *inter alia*, that the “Head of the Procuring Entity shall give prior **written** approval for all contract variations.” Further, **Section 1.5.3** of the referenced Handbook which concerns variation for contracts up to J\$15 Million for related works indicate, *inter alia*, the following:

“1) The variations shall be approved by the Head of the Procuring Entity. ...
3) Once the cumulative value of the variations exceeds 50% of the original contract sum, all approved variations shall be reported to the NCC, with a supporting letter from the Permanent Secretary within twenty-one (21) calendar days of the approval of the Head of the Procuring Entity.”

5.6.2 The DI is also in possession of a Memorandum, dated June 28, 2019, from Anje Walker, acting Director, Property, Management and Maintenance, MLSS at the material time, which was directed to Mrs. Colette Roberts-Risden, Permanent Secretary, *inter alia*, requesting an extension of time of four weeks (July 1- July 26, 2019) to complete the works. The request was approved by Mrs. Colette Roberts-Risden on June 28, 2019.



- 5.6.3 The referenced memorandum stated that the total cost of the variation was \$4,979,524.25, which accounts for 50.8% above the original contract value. Notwithstanding the requisite approvals from the Permanent Secretary, the DI has seen no evidence of NCC endorsement, as is required in the previously referenced provision of the **GoJ Handbook of Public Sector Procurement Procedures**.
- 5.6.4 Further to the foregoing approval for variation, the DI is in possession of a letter dated August 15, 2019, which was directed to Mr. Anje Walker, Director Property Management & Maintenance, MLSS, advising the Ministry of certain difficulties that were being experienced in fabricating and installing the fixed louvre windows. As a result, Wayne Gadishaw, Managing Director, Nubian 1, sought an extension of 8 additional weeks to complete the project.
- 5.6.5 A Memorandum dated September 6, 2019, from Mr. Anje Walker, directed to Mrs. Roberts Ridsen was observed; the Memorandum sought the Permanent Secretary's (PS) approval for the extension of contract time. The DI is in possession of a letter from the MLSS dated September 10, 2019, addressed to Mr. Wayne Gadishaw, Managing Director, Nubian 1, in relation to the Renovation of the 6th Floor, North Block, Executive Suite. The letter indicated that the request for extension pertaining to the contract was approved to October 14, 2019; to facilitate the fabrication of the fixed aluminium windows and to correct defects.



Issue Concerning whether there was an Apparent or Actual Conflict of Interest in the Award of Contracts by the MLSS to Nubian 1 Limited in 2019

5.7 During the course of the investigation, the DI received information that Mrs. Colette Roberts-Risden was related to a Principal of Nubian 1. Having regard to the foregoing, the DI sought to ascertain the veracity of this information.

5.7.1 The DI is in possession of evidential material which indicates that Mrs. Colette Roberts – Risden’s husband, is the cousin to Wayne Gadishaw, Principal, Nubian 1.

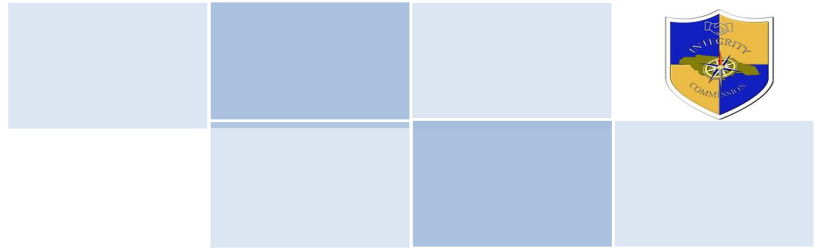
5.7.2 The Merriam Webster Dictionary defines a conflict of interest as “*a conflict between the private interests and the official responsibilities of a person in a position of trust*”.

5.7.3 The DI highlights, **section 42(1) (b)** of the **Public Procurement Act. Section 42 (1)(b)** provides, *inter alia*, that “*A procuring entity shall exclude a person, firm or entity from procurement proceedings if – (b) the person, firm or entity has an unfair competitive advantage or a conflict of interest that would be likely to impair the integrity of the procurement proceedings*”

5.7.4 Additionally, the DI highlights **Section 4.2.9** of the **Staff Orders for the Public Service** which provides, *inter alia*, the following:

“*A conflict of interest may be deemed to exist under any of the following circumstances:*

...



f) Engaging in transactions with relatives or family members, or an organization in which relatives or family members have interest.

...

ii) *In order to address the potential for conflict of interest, officers should in all instances inform the appropriate authority of any such undertaking, seek clarification and get permission. Any such permission would be subject to periodic review."*

5.7.5 The DI highlights further, **section 4.2.1** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures** which describes how conflict of Interest is to be treated. The referenced section provides, *inter alia*, the following:

"Any GoJ employee involved in the procurement process, who has entered into, or is about to enter into a financial or other business relationship that might involve a conflict of interest, must immediately inform their supervisors in writing of the circumstances involved. This information is to be reviewed at an appropriate level and a decision taken as to whether there is a conflict of interest, and if so, what course of action is to be adopted.

It is the duty of all staff and any other Public Officers and officials directly or indirectly involved in the procurement process - especially in the preparation of bidding documents; evaluation; contract negotiations; contract management; and payments - to declare any potential conflicts of interest. A conflict of interest will arise when the individual



has a direct or indirect relationship with a contractor, which may affect or might reasonably be deemed by others, to affect impartiality on any matter related to his/her duties.

...

A Public Officer shall declare any relationship with a Bidder, contractor or consultant and shall take no part in either the decision-making process or the implementation of any contract where such a relationship exists.

A personal relationship is defined as consanguinity or affinity. Disclosure may be made in writing or verbally, in the context of a meeting. However, having made the disclosure, the individual shall not sit in the meeting while deliberations on the issue are being conducted”.

5.7.6 By way of Notice, addressed to Mrs Roberts-Risden, the DI sought a response in relation to the alleged relationship. In her response dated February 8, 2023, Mrs. Colette Roberts-Risden, *inter alia*, indicated that she is “...affiliated through my husband ... with one of the principals of Nubian 1 Construction Limited, Mr. Wayne Gadishaw who is a cousin to my husband”.

5.7.7 The referenced response further stated, *inter alia*, the following:

“Nubian 1 Construction Limited was awarded two contracts from the Ministry someime (sic) in March 2019...



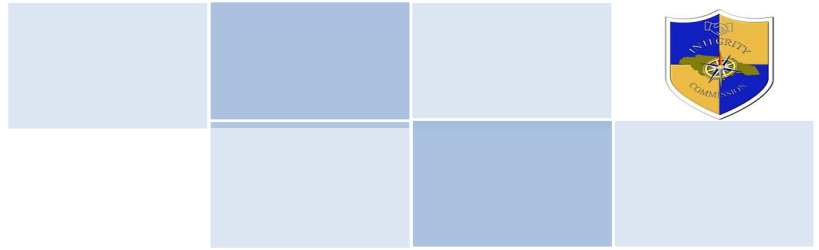
At the time of the award of the first contract for the Emergency Works I was not aware of who were the principals of Nubian 1 Construction Limited. I However, became aware of the principal at the time the contract was presented to me for signing. After signing, recognising the surname, I made enquiries and realized that Wayne Gadishaw is the same person who I know as Ludwig Gadishaw.

Sometime after the contract signing, I disclosed verbally to Mr. Owen Whitely, the former Director of Administration, that Mr. Gadishaw was a relative of my husband. I do not recall the date that said disclosure was made.

The disclosure was made to ensure and to try as best as possible to not have any real or perceived conflict in the execution of said contracts.”

5.7.8 Having regard to the foregoing representations made by Mrs. Colette Robert Riden, the DI sought to confirm whether a disclosure was made to Mr. Whitely or anyone else. By way of a statement dated June 12, 2023, Mr. Whitely indicated that he is “...no longer engaged by the Ministry of Labour and Social Security and I do not recall the facts surrounding this matter, nor am I in possession of a copy of any documentation relating to the award of this contract.¹⁷”

¹⁷ Response dated June 6, 2023 from Mr. Owen Whitely, former Director of Administration, Ministry of Labour and Social Security.



5.7.9 Further, in her response, Mrs. Robert Ridsen made the following representations:

“Shortly after signing the contract for the emergency works with Nubian 1 Construction, I received the recommendations from the Procurement Committee for the award of another contract to Nubian 1 Construction for the refurbishing works to be done on the 6th floor.

I was not directly involved in the procurement process involving Nubian 1 Construction Limited save and except for the fact that as Permanent Secretary I am the one with the authority to approve recommendations from the Procurement Committee. I am also vested with the authority to sign contracts.¹⁸”

5.7.10 The DI notes that both contracts were endorsed by Mrs. Colette Roberts-Ridsen, and that both recommendations from the Procurement Committee were approved by her.

¹⁸ Letter dated February 8, 2023, from Mrs. Colette Roberts-Ridsen, Permanent Secretary, Ministry of Labour and Social Security.



Chapter 6– Conclusion

6.0 This chapter outlines the conclusions determined by the Director of Investigation.

Conclusion in relation to the Allegation that no Contracts went to Public Tender and that there was a significant increase in the Utilization of the Limited Tender and Direct Contracting procurement methodologies since 2016 – Allegation 1

6.1 The DI concludes that the allegation that all procurement done by the Ministry of Labour and Social Security has been by way of 'Direct Contracting' or 'Limited Tender' and further that not a single procurement for goods and/or services have gone to public tender, since 2016, is unsubstantiated.

The DI's conclusion is premised on the fact that during the period 2016 to 2019, there were 35 instances in which the MLSS went to public Tender and 101 instances where a less competitive procurement methodology was utilized, that is, the Limited Tender procedure.

6.2 The DI concludes that Direct Contracting procurement methodology (DC) made up 42.9% of the contracts which were awarded in the 2016-2019 period and 16.9% in the previous four-years period. The DI further concludes that the utilization of the DC increased over the 2016-2019 period.



- 6.3 The DI concludes that the MLSS failed to submit QCA reports with respect to quarters 2, 3, and 4 of 2019.

Consequently, the failure to submit the referenced QCA report on the part of Mrs. Colette Roberts Riden, Accounting Officer, MLSS breached **Section 51(a) (i)** of the **Integrity Commission Act**.

Contractual Relationship between MLSS and Nubian 1

- 6.4 The DI concludes that a contract was awarded to Nubian 1 for the provision of repair works in relation to 'emergency repairs capping double beams and painting building' at the MLSS building, located at 1F North Street by the MLSS on March 15, 2019, by way of Direct Contracting procurement methodology.
- 6.5 The DI concludes that an award of contract was made to Nubian 1 for renovation of the 6th floor, North Block Executive Suite by the MLSS on April 23, 2019 by way of Limited Tender procurement methodology.

Conclusions in Relation to Nubian 1 being a 'Favourite' of MLSS – Allegation 2

- 6.6 As it relates to the allegation that Nubian 1 is a favourite of the MLSS, the DI has seen no evidence to support this. The DI's conclusion is premised on the following:
- a) From the information made available to the DI, only two contracts, were awarded to Nubian 1 during the referenced period; and



- b) One of the two contracts awarded underwent a Limited Tender competitive process, whereas the other was by way of Direct Contracting (single-source), under emergency circumstances.
- 6.7 The DI concludes that the justification provided by the MLSS for the utilization of the DC procurement methodology, was consistent with the circumstances permitted by **Section 1.1.4** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures**.
- 6.8 Notwithstanding, the National Works Agency finding that the MLSS building was in good condition and **did not pose any immediate and severe threats to life or property**, and that there were issues of durability and serviceability that needed to be addressed in the short to medium term, the DI concludes that, it could reasonably be inferred that falling concrete poses a risk to life and property and therefore needed to be addressed as a matter of urgency. The DC methodology, under emergency circumstances would therefore be deemed appropriate, as this would be a permissible use for same.
- 6.9 The DI concludes that the MLSS' invitation of only **three** bidders in respect of its use of the Limited Tender procurement methodology for the renovation of the Executive Suite at 1F North Street, Downtown Kingston, was contrary to the provisions outlined in the **Ministry of Finance and Public Service Circular number 27 of 2016**. This conclusion is premised on the fact that the comparable estimate exceeded \$10 million for the procurement



of work which would require the procuring entity to invite at least **five** contractors to participate in the bidding process.

Conclusions in Relation to the Variations Concerning both Contracts Which were Awarded to Nubian 1 during the period 2016-2019 -Allegation 3

- 6.10 The DI concludes that there were variations, and cost overruns in relation to both contracts awarded by the MLSS to Nubian 1 for the relevant period.

The DI further concludes that the sum of the variations and cost overruns observed in relation to the renovation of the 6th floor, North Block, Executive Suite and the emergency repair and capping of the T beams were \$4,979,524.25 and \$18,643,080.00, respectively, which amounts to \$23,622,604.25 in total.

- 6.11 The DI concludes that the failure on the part of the MLSS to obtain the requisite NCC endorsement prior to the commencement of the 'variation' works, breached **Section 1.5.3** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures**.

The DI's conclusion is premised on the extent of the variation to effect emergency repairs to the T beams at the Ministry's building at 1F North Street. The 50.14% variation fell outside the permitted 25% margin as outlined in the referenced section and therefore would require NCC endorsement in addition to the Head of Entity's approval.



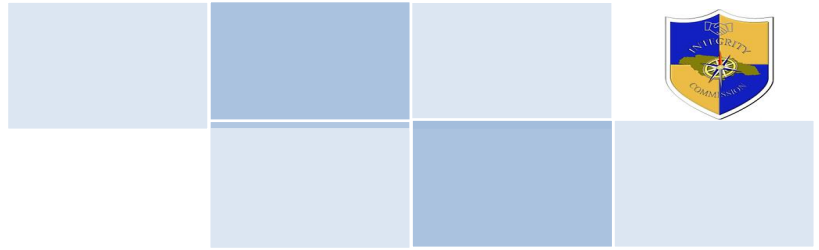
- 6.12 The DI concludes that the variations in relation to the contract awarded to Nubian 1 for the renovation of the 6th floor, North Block, Executive Suite exceeded the permitted 50% margin as outlined in the **Government of Jamaica Handbook of Public Sector Procurement Procedures (2014)** by 0.75%, for which the Accounting Officer may grant approval without NCC endorsement. The DI further concludes that the Accounting Officer's failure to obtain the requisite NCC endorsement, prior to proceeding with the works was contrary **Section 1.5.3** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures**.
- 6.13 The DI concludes that the allegation that a contract which was awarded to Nubian 1 underwent a 60% variation cannot be substantiated.

Conclusion in Relation to the Allegation Concerning whether there was an Apparent or Actual Instance of a Conflict of Interest in the Award of Contracts by the Ministry of Labour and Social Security to Nubian 1 Construction Limited During in 2019- Allegation 4

- 6.14 As it relates to the allegation concerning conflict of interest, the DI concludes that there is a familial link between Mrs. Roberts-Risden and Mr. Wayne Gadishaw, Principal, Nubian 1 which raises significant conflict of interest concerns.

The DI's conclusion is premised on the following:

- a) Mrs. Colette Roberts-Risden's representations in her February 8, 2023 statement were that she was not aware of who the Principal at Nubian 1 was at the time she approved the recommendation

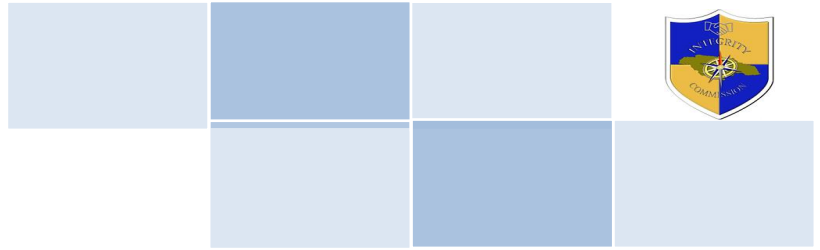


for the award of the first contract. However, she became aware of the identity of the Principal at the time of the signing of the contract; and

- b) In respect of the second contract, which was awarded in April of 2019, Mrs. Roberts-Risden also approved requests to award the contract to Nubian 1. Notwithstanding the foregoing, Mrs. Roberts-Risden maintains that she was not directly involved in the procurement process connected to the contracts in question.

The DI further concludes that even if one were to overlook the first instance of Mrs. Roberts-Risden approving a contract between Nubian 1 and the MLSS, as outlined in (a) above, the second instance (b) of her signing, which occurred approximately two months after she became aware of the potential conflict of interest, occasioned by her concurrent familial connection with Nubian 1 and her obligations to the MLSS, cannot be likewise ignored. On the contrary, she had a duty to make the appropriate disclosures and recuse herself from the process and/or seek guidance as to how she ought to have proceeded.

- 6.15 The DI concludes that the relationship between Mrs. Colette Roberts-Risden and Wayne Gadishaw and her failure to follow the policies and applicable legislation, prevented the conflict of interest situation from being appropriately managed, thereby constituting an actual conflict of interest situation in the awards of contracts by the MLSS to Nubian 1 in 2019. The foregoing failure on Mrs. Roberts-Risden part, is contrary to **section 4.2.1** of



the **Government of Jamaica Handbook of Public Sector Procurement Procedures, sections 42 (1) (b) of the Public Procurement Act** and **section 4.2.9 of the Staff Orders of the Public Service.**

The DI's conclusion is premised on the fact that the representation made by Mrs. Colette Roberts-Risden in relation to her verbal disclosure to Mr. Owen Whitely cannot be verified nor would it have been sufficient to meet the requirements of the various policies and other provisions outlined above.



Chapter 7– Recommendations

7.0 This chapter outlines the recommendations of the Director of Investigation.

Recommendations to the Ministry of Labour and Social Security

Recommendation in Relation to the Variations Concerning both Contracts which were Awarded to Nubian 1 Construction during the period 2016-2019 -Allegation 3

7.1 The DI recommends that the MLSS adhere to the relevant provisions of the ***Public Procurement Regulations*** and the ***Government of Jamaica Handbook of Public Sector Procurement Procedures***, in relation to the proper procedure to be employed when approving contract cost overruns and variations.

The DI further recommends that the Accounting Officer ensures that necessary due diligence and project scoping be undertaken before proceeding to the contract stage, this will mitigate the occurrence of variations and cost overruns in the execution of contracts.

The DI's recommendation is premised on the substantial variations which occurred in respect of both of the contracts in question. The fact that the windows were unique, to the extent that they could not be mass produced is something that should have been contemplated in the project planning and assessment stage. Had this been done, time and cost overruns could have been avoided.



Recommendations to the Office of the Services Commissions

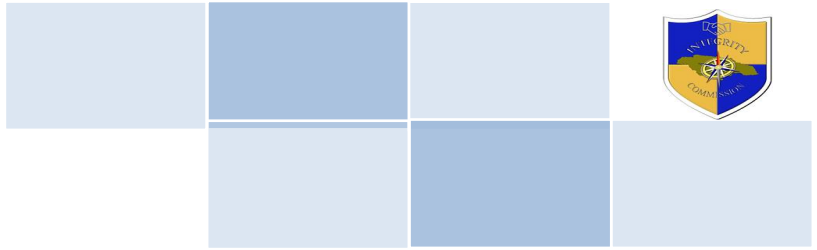
Recommendation in Relation to Whether there was an Apparent or Actual Conflict of Interest in the Award of Contracts by the Ministry of Labour and Social Security to Nubian 1 Construction Limited in 2019.

7.2 The DI recommends that a copy of this report be referred to the Office of the Services Commission for consideration.

Recommendations to the Cabinet Secretary and the Chief Public Procurement Policy Officer

7.3 The DI further recommends that there be clear rules governing the procedure to be followed where an accounting officer who is conflicted is a Permanent Secretary, as in the present case. This will remove any apparent ambiguity and achieve consistency across government entities when implementing procurement procedures.

The DI's recommendation is premised on the conflict of interest identified as a result of Mrs. Roberts Risdén's approval of the award of both contracts to Nubian 1, and her failure to disclose her relationship with Mr. Gadishaw in accordance with the relevant law, Regulations, policies and guidelines. The DI reiterates **section 42(1) (b)** of the **Public Procurement Act** and **Section 4.2.1** of the **Government of Jamaica Handbook of Public Sector Procurement Procedures** regarding the treatment of an apparent or actual conflict.



Post Investigation Actions

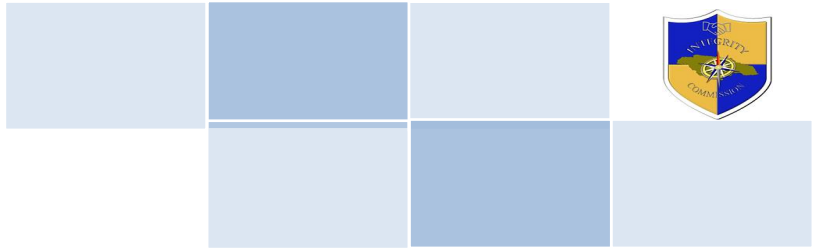
As part of the Commission's policy to share the findings and recommendations of the Director of Investigation with persons in respect of whom adverse findings are made during the course of an investigation, save for matters referred to the Director of Corruption Prosecution, the DI invited Mrs. Collette Roberts-Risden to a meeting wherein the findings and recommendations were shared with her.

Mrs. Roberts-Risden was given an opportunity to respond to the DI's findings orally and/or in writing, she elected to make a written submission. The written response of Mrs. Roberts-Risden may be found at appendix 1.

A handwritten signature in blue ink, appearing to read 'K. Stephenson'.

Kevon A. Stephenson, J. P
Director of Investigation

July 19, 2024
Date



Appendix 1: Post investigation Response- Mrs. Collette Roberts-Risden



**Permanent Secretary
Ministry of Labour and Social Security**

1F North Street,
Kingston
Telephone: (876) 922- 9500-14

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING

July 15, 2024

Mr Kevon Stephenson
Director of Investigation
Integrity Commission
3rd to 6th Floors, Sagicor Sigma Building
63-67 Knutsford Boulevard
Kingston 5

Dear Mr Stephenson,

Re: Contract between Nubian-1 Construction Limited and the Ministry of Labour & Social Security

Further to meeting at the Integrity Commission's (IC) Office and the verbal sharing of a report involving actions of the Ministry of Labour and Social Security, kindly see below information for your consideration.

1. EMERGENCY REPAIRS OF CAPPING ON DOUBLE T-BEAMS (FALLING CONCRETE)

The Ministry issued an emergency contract to Nubian-1 Construction Ltd, in the amount of **Thirty-Seven Million, One Hundred and Eighty-Five Thousand Dollars (\$37,185,000.00)**. The works to repair the ledges to prevent further danger to staff and the public were completed in keeping with recommendations as outlined in the National Works Agency's (NWA) assessment report.

Shortly after the works commenced, the contractor advised by way of letter dated April 18, 2019 (See attached at appendix 1) that during repairs to the double T beams they had to remove an additional 2 inches of concrete to ensure the capping was secured properly. The contractor submitted a claim totaling approximately \$8,745,000.00 for the removal and replacement of the additional 2 inches of concrete.

The emergency repairs to the link ways and breeze blocks were done at a cost of \$2,058,520.00 and \$4,830,000.00 respectively. It is to be noted that these works were part of the contract scope as recommended by the NWA in its report dated August 2, 2018 (See attachment at appendix 2). The contractor did not included these works at the time of submitting the first Bill of quantities due to uncertainty with respect to the most suitable replacements.

In regard to the foregoing, the works outlined above which totalled \$15,633,520.00 were technical and deemed to be part of the emergency works to be undertaken and as recommended by NWA. Further, the problem with the building that necessitated the emergency works could not have been remedied without undertaking same.

The Ministry was also guided by section 1.1.5 of the GOJ's handbook of Public Sector Procurement Procedures Volume 2 which states that:

*“...the head of the procuring entity shall give approval for the issuing of emergency contracts up to a maximum value of J\$100 million..... **Any additional expenditure must be subject to approval of the National Contracts Commission and Cabinet.**”*

In this instance, the emergency works totalled \$52,818,520.00 while new works which were considered as functional were undertaken at a cost of \$3,009,560.00 or 5.7% of the emergency works. These were considered functional as they were not deemed to be part of the emergency works. Please see tables below outlining a breakdown of the additional technical and functional works.

Technical				
	Unit	Qty	Rate	Amount
Additional works dated May 1, 2019				
Remove damaged edge of walkway	fr	280	\$500.00	\$140,000.00
Formwork	fr	280	\$600.00	\$168,000.00
Sika 100 Mortar	fr	280	\$2,712.00	\$759,360.00
Remove and replace defective handrails on the bridge	fr	142	\$6,980.00	\$991,160.00
Additional works dated April 18, 2019				
North face	No.	110	\$3,000.00	\$330,000.00
South Face	No.	110	\$3,000.00	\$330,000.00
Internal Face	No.	220	\$3,000.00	\$660,000.00
North face	No.	110	\$16,875.00	\$1,856,250.00
South Face	No.	110	\$16,875.00	\$1,856,250.00
Internal Face	No.	220	\$16,875.00	\$3,712,500.00
Additional works dated April 19, 2019				
Supply and install louvre windows	No.	46	\$90,000.00	\$4,140,000.00
Make good to masonry opening	No.	46	\$15,000.00	\$690,000.00
Total				\$15,633,520.00

Functional				
	Unit	Qty	Rate	Amount
Additional works dated May 1, 2019				
Cement wash walls	fs	493	\$320.00	\$157,760.00
Painting to pebble dash wall	fs	1035	\$150.00	\$155,250.00
Paint guard house	fs	846	\$150.00	\$126,900
Columns and capping	fs	315	\$150.00	\$47,250.00
Painting gate	fs	1080	\$150.00	\$162,000.00
Scaffolding Sky Lift and small plant				\$350,000.00
Overheads and Profit				\$772,000.00
Additional works dated April 19, 2019				
Drain PVC adjustment	Sum	1		\$500,000.00
A/C Copper Pipes Adjustment	Sum	1		\$100,000.00
Mix paint	570	Gals	\$1,120.00	\$638,400.00
Total				\$3,009,560.00

2. RENOVATION OF 6th Floor

The Ministry of Labour & Social Security initiated a Limited Tender procurement process in February 2019 to identify a suitable contractor for the renovation of the 6th Floor, Executive Suite at 1F North Street. The tender process was handled by the Ministry's Procurement Unit.

The Public Procurement Act, 2015 section 20 (b) states that the Head of the procuring entity shall:

“..... establish a specialist procurement unit staffed by persons competent and adequately trained to manage and execute the procurement proceedings engaged by the procuring entity.....”

It is to be noted that officers in the unit, receive training as prescribed by the Ministry of Finance & Public Service.

This tender process was reviewed by the Ministry's Procurement Committee and they endorsed the recommendation that the contract be awarded to Nubian 1 Construction Limited. In relation to the matter of the number of contractors invited, it is now realised that an error was made by the Ministry's procurement unit and the procurement committee failed to identify the error when they reviewed the procurement process.

The Permanent Secretary, as head of the procuring entity has the authority to approve contract award recommendations valued within the tier 1 limit (up to \$30M). This is stipulated in section 43 (c) of the Public Procurement Act. Having been presented with the recommendation from the Procurement Committee, consideration was given to the fact that:

- At that time, I had no reason to reject the procurement process.
- I was not aware of the contractors being invited at the procurement solicitation stage.
- I was not involved nor made aware of any deliberation or evaluation during the process.
- The functions of Head of the Procuring Entity is not delegable unless there is an official acting and therefore, I could not recuse myself from executing my function as Head of Entity.

A contractor being a relative of my husband should not be the main factor considered to determine that there exists a conflict of interest as:

- Neither I nor my husband have any beneficial interest in the company.
- The requisite procurement procedures were undertaken by the procurement unit.
- The procurement was reviewed and contract award recommended by the Ministry's Procurement Committee.
- The company is a duly registered contractor with the PPC.
- There is no evidence to suggest that the contractor received any special treatment especially as, in relation to:
 - the emergency works, several letters were written requesting that the contractor remedy various defects and amounts were recovered from the retention to complete unsatisfactory works(See appendix 3) .
 - in relation to the renovation of the 6th floor, some retention monies were not released).

The original contract sum was \$9,811,503.50. A variation was approved in the sum of \$4,979,524.25 in accordance with Section 1.5 of the GOJ's Handbook of Public Sector Procurement Procedures volume 2. The handbook further states that ***“... once the cumulative value of the contract exceeds 50% (\$22.5 Million), NCC's endorsement is required.”*** The contract in this case did not exceed the stipulated amounts and therefore there was no breach in approving the variation.

Mr Kevon Stephenson,
Director of Investigation
July 15, 2024
Page 4

3. FAILURE TO SUBMIT QCA REPORTS

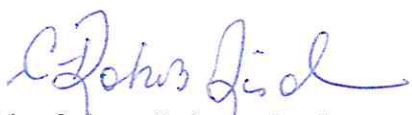
Our records indicate that all the reports mentioned in your letter dated January 20, 2021, were uploaded to the Integrity Commission's portal. As you are aware, the reports were late and the portal had to be reopened by the IC to allow the Ministry to upload them. It would appear that even though the reports were uploaded, the relevant procurement officers responsible at the time did not submit same. Additionally, you will see that in some instances there are several versions of the report for specific periods. It would appear that there was a breakdown and a lack of understanding of what was required at the time.

In regard to this matter, I am seeking your support and approval to reopen the portal so that the various reports can be submitted to the Director of Investigations.

I also wish to bring to your attention that in preparing this response and wanting to see the portal myself for, I note that someone is using credentials under my name. Since assuming the Office as Permanent Secretary, I have never personally logged into to the portal. However, during the period 2007/8 to December 2010, I was chair for Ministry's procurement committee and my secretary at the time used to upload the QCA reports.

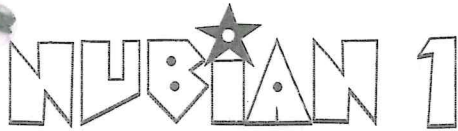
In regard to the foregoing, I am requesting that any account login under my name be closed and a new login be sent to me. Thank you.

Yours sincerely,



Mrs Colette Roberts Riden, CD
Permanent Secretary

C: Mr Garth McBean, KC



CONSTRUCTION LIMITED

Project Management • Building Construction • Civil Engineering

*61 Lyndhurst Road, Kingston 5, Tel: (876) 754-1371-2, (876) 877-5529, Fax: (876) 908-3015
Facebook Nubian-1 Construction • Email: nubianconstruction@gmail.com*

April 18, 2019

Ministry of Labour & Social Security
1 F North Street
Kingston

Attention: Mr. Owen Whitely

Dear Sirs:

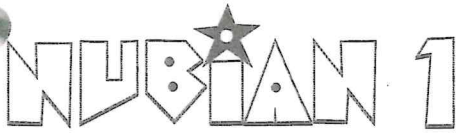
Re: MLSS/WORKS/NHT-ST/03-2019 – ADDITIONAL WORK

Please be advised that during the repairs to the Double "T" Beam we had to remove an additional 2" of concrete to ensure the capping was secured properly.

Kindly see attached invoice for the additional work.

Yours truly
NUBIAN-1 CONSTRUCTION LIMITED

.....
Wayne Gadishaw
Managing Director



CONSTRUCTION LIMITED

Project Management • Building Construction • Civil Engineering

*61 Lyndhurst Road, Kingston 5, Tel: (876) 754-1371-2, (876) 877-5529, Fax: (876) 908-3015
Facebook Nubian-1 Construction • Email: nubianconstruction@gmail.com*

April 18, 2019

Ministry of Labour & Social Security
1 F North Street
Kingston

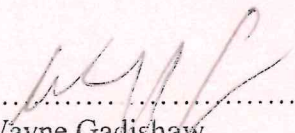
Attention: Mr. Owen Whitely

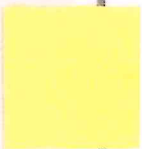
Dear Sirs:

Re: MLSS/WORKS/NHT-ST/03-2019 – NEW WORKS

Please see the attached claim as requested.

Yours truly
NUBIAN-1 CONSTRUCTION LIMITED


.....
Wayne Gadishaw
Managing Director





61 Lyndhurst Road, Kingston 6
 Tel.: 754-4371/2 or 877-5508
 Email: nubianconstruction@gmail.com

ADDITIONAL WORKS

18-Apr-19

MINISTRY OF LABOUR

Item No.	Description	Unit	Qty	Rate	Amount \$
CONCRETE WORKS					
1	To provide all material, supervision, labour, Remove an additional 2 inch mortar capping on existing double T beam (original estimate for capping was 2 inches the actual thickness is approximately 4 inches) North Face South Face Internal Faces	no.	110	3,000.00	\$ 330,000.00
		no.	110	3,000.00	\$ 330,000.00
		no.	220	3,000.00	\$ 660,000.00
	No extra bonding agent required Supply and install the additional Sikaquick 1000 as supplied by Paramount Trading				
2	North Face	no.	110	16,875.00	\$ 1,856,250.00
3	South Face	no.	110	16,875.00	\$ 1,856,250.00
4	Internal Faces	no.	220	16,875.00	\$ 3,712,500.00
					\$ 8,745,000.00
SCAFFOLDING SKY LIFT AND SMALL TOOLS					
OVERHEADS AND PROFIT					
TOTAL					\$ 8,745,000.00



MEMORANDUM

To: Mrs. Colette Roberts-Risden
Permanent Secretary

Thru: Mr. Owen Whitely
Director, Central Administration

From: Mr. Anje Walker
Director, Property, Management & Maintenance (Acting)

Date: May 14, 2019

Re: Additional works and extension of time

[Handwritten signature]
15/5/19

[Handwritten signature]
A. Walker

[Handwritten notes]
Approved
Approved
16/5/2019
[Handwritten signature]

Please see attached additional works in respect of Nubian Construction-1 Limited, contracted to complete the Emergency Repairs of Capping of Double T-Beam & Painting of Building, contract # MLSS/WORKS/NTH-ST/03/2019. The contractor was instructed to provide quotations for the additional works which was not included in the original contract document, however these additional works are pertinent in order for a successful completion of the project.

The Ministry had sought the service of National Work Agency to conduct an assessment of the building and to proposed recommendations in order to correct the defects. As per the request of the Ministry, National Work Agency had prepared a Structural Report, # NWA-TR-8.2018.121, dated August 2, 2018, where it had recommended:

"The breeze blocks should be removed/ demolished and replaced with an approved light-weight storm rated solution that will continue to allow passage of air and natural light."

The total cost to complete the additional works is **Eighteen Million, Six Hundred, Forty-Three Thousand and Eighty Dollars (18,643,080.00)**, broken down as follows:

Technical				
	Unit	Qty	Rate	Amount
Additional works dated May 1, 2019				
Remove damaged edge of walkway	fr	280	\$500.00	\$140,000.00
Formwork	fr	280	\$600.00	\$168,000.00
Sika 100 Mortar	fr	280	\$2,712.00	\$759,360.00
Remove and replace defective handrails on the bridge	fr	142	\$6,980.00	\$991,160.00
Additional works dated April 18, 2019				
North face	No.	110	\$3,000.00	\$330,000.00
South Face	No.	110	\$3,000.00	\$330,000.00
Internal Face	No.	220	\$3,000.00	\$660,000.00
North face	No.	110	\$16,875.00	\$1,856,250.00
South Face	No.	110	\$16,875.00	\$1,856,250.00
Internal Face	No.	220	\$16,875.00	\$3,712,500.00
Additional works dated April 19, 2019				
Supply and install louvre windows	No.	46	\$90,000.00	\$4,140,000.00
Make good to masonry opening	No.	46	\$15,000.00	\$690,000.00
Total				\$15,633,520.00

Functional				
	Unit	Qty	Rate	Amount
Additional works dated May 1, 2019				
Cement wash walls	fs	493	\$320.00	\$157,760.00
Painting to pebble dash wall	fs	1035	\$150.00	\$155,250.00
Pain guard house	fs	846	\$150.00	\$126,900
Columns and capping	fs	315	\$150.00	\$47,250.00
Painting gate	fs	1080	\$150.00	\$162,000.00
Scaffolding Sky Lift and small plant				\$350,000.00
Overheads and Profit				\$772,000.00
Additional works dated April 19, 2019				
Drain PVC adjustment	Sum	1		\$500,000.00
A/C Copper Pipes Adjustment	Sum	1		\$100,000.00
Mix paint	570	Gals	\$1,120.00	\$638,400.00
Total				\$3,009,560.00

Your approval is being sought for variation to the contract to accommodate the additional works which are needed to complete the project. Handbook of Public Sector Procurement Procedures volume 2, 1.4(a -b) which states:

Variations resulting in an increase in the contract sum may be allowed for the following reasons:

(a) Technical – where there is a need for additional goods, services or works to address unforeseen, unavoidable difficulties encountered during the implementation of the contract, which in the judgment of the Head of the Procuring Entity, could not have been anticipated during the planning and pre-contract phase(s); or where the total conditions are not known, e.g., site or structural conditions in renovation and/or restoration works.

(b) Functional - where changes, which in the opinion of the Head of the Procuring Entity would enhance the achievement of project/contract objectives and overall effectiveness, are deemed to be necessary.

In light of the above mentioned a further additional five (5) extension is being sought from May 20, 2019 to June 28, 2019. The additional time is needed to facilitate the removal of the breeze blocks which has to be done after working hours or on weekends due to the high risk in removing them.

Kind Regards



71 Lynchhurst Road, Kingston 5
 Tel: 754-1371/2 or 677-5529
 Email: nubianconstruction@gmail.com

REPAIR CLAIM

1-May-19

MINISTRY OF LABOUR

Item No.	Description	Unit	Qty	Rate	Amount \$
OVERHEAD WALKWAYS					
	Remove damaged edge of walkway bridge	fr	280	500.00	\$ 140,000.00
	Formwork	fr	280	600.00	\$ 168,000.00
	Sika 1000 Motar fill	fr	280	2,712.00	\$ 759,360.00
					\$ 1,067,360.00
FENCING PAINTING UPGRADE					
	Cement wash walls	493	fs	320.00	\$ 157,760.00
	Painting to pebble dash wall	1035	fs	150.00	\$ 155,250.00
	Paint guard house	846	fs	150.00	\$ 126,900.00
	Columns and capping	315	fs	150.00	\$ 47,250.00
	Paint gate	1080	fs	150.00	\$ 162,000.00
					\$ 649,160.00
METAL HANDRAIL					
	Remove and replace defective handrails on the bridge	142	fr	6,980.00	\$ 991,160.00
					\$ 991,160.00
SUMMARY					
	METAL HANDRAIL				\$ 991,160.00
	OVERHEAD WALKWAYS				\$ 1,067,360.00
	FENCING PAINTING UPGRADE				\$ 649,160.00
	SCAFFOLDING SKY LIFT AND SMALL TOOLS				\$ 350,000.00
	OVERHEADS AND PROFIT				\$ 772,000.00
TOTAL					\$ 3,829,680.00



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CONSTRUCTION LIMITED

Project Management • Building Construction • Civil Engineering

101 Lyndhurst Road, Kingston 8, Tel: 876-374-1441-2, 876-374-5539 Fax: 876-374-5511
Facebook: Nubian 1 Construction • Email: info@nubianconstruction.com

April 30, 2019

Ministry of Labour & Social Security
1 F North Street
Kingston

Attention: Mr. Owen Whitely

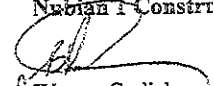
Dear Sirs:

Re: Contract #: MLSS/WORKS/NTH-ST/03-2019 – Concrete Repairs and Exterior
Painting (ADDITIONAL WORKS)

Kindly see attached Claim for the additional works at the Ministry of Labour in the amount of
Eight Million Seven Hundred & Forty-Five Thousand Dollars (J\$8,745,00.00) for the
captioned works.

We trust you will find same in order.

Regards
Nubian 1 Construction Limited


Wayne Gadishaw
Managing Director

Enc.



51 Lyndhurst Road, Kingeton 5
 Tel.: 754-1971/2 or 977-5829
 Email: nubianconstruction@gmail.com

ADDITIONAL WORKS

18-Apr-19

MINISTRY OF LABOUR

Item No.	Description	Unit	Qty	Rate	Amount \$
<u>CONCRETE WORKS</u>					
1	To provide all material, supervision, labour, Remove an additional 2 inch mortar capping on existing double T beam (original estimate for capping was 2 inches the actual thickness is approximately 4 inches)				
T	North Face	no.	110	3,000.00	\$ 330,000.00
	South Face	no.	110	3,000.00	\$ 330,000.00
	Internal Faces	no.	220	3,000.00	\$ 660,000.00
	No extra bonding agent required Supply and install the additional Sikaquick 1000 as supplied by Paramount Trading				
2	North Face	no.	110	16,875.00	\$ 1,856,250.00
3	South Face	no.	110	16,875.00	\$ 1,856,250.00
4	Internal Faces	no.	220	16,875.00	\$ 3,712,500.00
T					\$ 8,745,000.00
	SCAFFOLDING SKY LIFT AND SMALL TOOLS				
	OVERHEADS AND PROFIT				
TOTAL					\$ 8,745,000.00





51 Lyndhurst Road, Kingston 5
 Tel.: 754-1371/2 or 877-5529
 Email: nubianconstruction@gmail.com

NEW WORKS

18-Apr-19

MINISTRY OF LABOUR

Item No.	Description	Unit	Qty	Rate	Amount \$
	LOUVRE WINDOWS				
	supply and install louvre windows	NO	46	90,000.00	\$ 4,140,000.00
	make good to masonry opening	NO	46	15,000.00	\$ 690,000.00
					\$ 4,830,000.00
	DRAIN PVC PIPE ADJUSTMENT	SUM	1	500,000.00	\$ 500,000.00
					\$ 500,000.00
	A/C COPPER PIPES COVERING	SUM	1	100,000.00	\$ 100,000.00
					\$ 100,000.00
	ADDITIONAL PAINTING				
	colour change	570	GALS	1,120.00	\$ 638,400.00
	mix paint				
					\$ 638,400.00
	SUMMARY				
	ADDITIONAL PAINTING COST				\$ 638,400.00
	LOUVRE WINDOWS				\$ 4,830,000.00
	DRAIN PVC PIPE ADJUSTMENT				\$ 500,000.00
	A/C COPPER PIPES COVERING				\$ 100,000.00
	SCAFFOLDING SKY LIFT AND SMALL TOOLS				
	OVERHEADS AND PROFIT				
	TOTAL				\$ 6,068,400.00

**Ministry of Labour and Social Security**

1F North Street,
Kingston
Telephone: (876) 922- 9500-14
Fax: (876) 922-6902

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14
Fax: (876) (876) 948-4262

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING
REFERENCE QUOTED:-

Ref. No. _____

August 12, 2019

CONTRACTOR: Nubian-1 Construction ltd

Contract #: MLSS/WORKS/NTH-ST/03/2019

JOB/PROJECT: Emergency Repairs of Capping of Double T-Beam & Painting of Building

Attention: Wayne Gadishaw

We hereby write to inform you that the above captioned project is past the agreed completion date of June 28, 2019. As such the project is now in liquidated damages period with effect from June 29, 2019 to present, further note that a **Five Thousand Dollars (\$5,000.00)** charge will be applied for each day until the project is completed as per condition of contract.

Please see Appendix 1, General Conditions of Contract, clause No # 7 which states:

“If the works are not completed by the completion date the Contractor shall pay or allow the Ministry liquidated damages in the amount specified in the first Schedule, Item 5 which will be payable for the period between the completion date and up to the date of practical completion. The Ministry may deduct such liquidated damages from any monies due to the Contractor under this contract. This is without prejudice to any other remedies which may be available to the Ministry.”

The project is now forty-five (45) days past the completion date and as such the total liquidated damage incurred thus far is **Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)**.

We are requesting an urgent meeting to finalize the completion of the project.

Should you require further clarification or details you may contact the Central Administration Unit or the Officer directly responsible for monitoring the implementation of this project.

Thank you

Mr. Anje Walker
Director Property Management & Maintenance

NUBIAN 1

CONSTRUCTION LIMITED

Project Management • Building Construction • Civil Engineering

August 15, 2019

Mr. Anje Walker
Director
Property Management & Maintenance
Ministry of Labour And Social Security
1F North Street
Kingston

Dear Mr. Walker:

Re: MLSS/WORKS/NTH-ST/03-2019

We write to advise that we have been encountering difficulties in fabricating and installing the fixed louver windows at your 1F North Street location.

As all the window opening sizes are different each window is a custom fabrication. The manufacturer has also indicated that he has had to disrupt regular production for each custom window.

As the process stands, the Breeze Blocks in the openings must first be demolished and the area dressed, then the fabricator comes in to confirm final measurements to fabricate and install the fixed louvers.

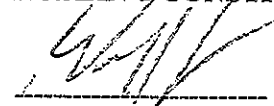
Additionally, the work site is an active (live) building and will only allow for a maximum six (6) openings to be left unsealed at any time.

Based on the foregoing circumstances, we are requesting additional time of eight (8) weeks to complete this task on a schedule of six (6) installations per week. Effectively, this will take our completion time to October 14, 2019.

We will also be executing the correction of the defects discussed at our meeting of August 14, 2019 during this period.

We are therefore seeking your approval of our request as we strive to complete the project most efficiently such that it builds on and maintains a healthy partnership with your Ministry.

Regards,
NUBIAN-1 CONSTRUCTION LIMITED




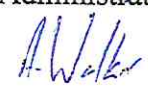
Wayne Gadishaw
Managing Director

MEMORANDUM

PROPERTY, MANAGEMENT & MAINTENANCE

To: Mrs. Colette Roberts-Risden
Permanent Secretary

Thru: Mr. Derrian Ferguson 
Director, Central Administration

From: Mr. Anje Walker 
Director, Property, Management & Maintenance (Acting)

Approved
E. Johnson
9/9/2019

Date: September 6, 2019

Re: Emergency Repairs of Capping on double T-beams & paint of building

Your approval is being sought to extend contracted time for Nubian-1 Construction Limited, with reference to contract #MLSS/WORKS/NTH-ST/03-2019. The extension of the contract time is being sought allow the contractor adequate time to fabricate the fixed aluminium windows. Each window is of a different size hence, mass production of the windows cannot be done.

A period of eight (8) weeks is being sought from August 15, 2019 to October 14, 2019 for the completion of the project.

Attached are supporting documents for your perusal and further processing.

Thank you



Ministry of Labour and Social Security

1F North Street,
Kingston
Telephone: (876) 922- 9500-14
Fax: (876) 922-6902

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14
Fax: (876) (876) 948-4262

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING REFERENCE
QUOTED:-

Ref. No. _____

February 5, 2020

CONTRACTOR: Nubian-1 Construction ltd

Contract #: MLSS/WORKS/NTH-ST/03/2019

JOB/PROJECT: Emergency Repairs of Capping of Double T-Beam & Painting of Building at
1F North Street

Attention: Wayne Gadishaw

We regret to inform you that we are closing the contract for the above captioned project effectively February 29, 2020.

We note that repairs to the linkway and garage roofing that were damaged during the removal of the breeze blocks were executed; however, repairs to the water tanks, flower bed, replacement of broken windows, removal of debris and damages to three (3) AC compressors have not been repaired/replaced. In addition, the PVC drainpipes for the AC Units have not been properly strapped to building, as a result, the drain lines have been blocked.

Please see Appendix 1, section 2.4 defects liability which states: *“Any defects, excessive shrinkages or other faults to the work which appear within the period stated in the First Schedule, item 3 of these Conditions and are due to materials or workmanship not in accordance with the Contract shall be made good by the contractor, within a reasonable time, entirely at his own cost unless the Contactor Administrator shall otherwise instruct.”*

Failure to address the above-mentioned damages and defects may, result in the Ministry withholding the release of retention or seek external contractors to complete the repairs to the damages.

Should you require further clarification or details you may contact the Central Administration Unit or the Officer directly responsible for monitoring the implementation of this project.

Yours truly

Director, Property Management & Maintenance



Ministry of Labour and Social Security

1F North Street,
Kingston
Telephone: (876) 922- 9500-14
Fax: (876) 922-6902

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14
Fax: (876) (876) 948-4262

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING REFERENCE
QUOTED:-

Ref. No. _____

April 17, 2020

Nubian-1 Construction Ltd
61 Lyndhurst Road
Kingston 5

Attention: Wayne Gadishaw

We regret to inform you that effective immediately the Ministry is hereby closing the contract for Emergency Repairs of Capping of Double T-Beam & Painting of Building. Consequently, all incomplete works will be deducted from the final payment.

Further note all defects should be completed within thirty (30) days upon date of this letter. The defects are as follows:

- Sealing/caulking of fixed aluminum windows.
- Repair to damaged water tanks
- Repair to AC units
- Repairs to double T-Beam
- Proper strapping of AC down pipes
- Removal of rubble from site

Failure to have these matters addressed after the thirty (30) days defects liability period may result in the non-payment or the withholding of retention monies.

Should you require further clarification or details you may contact the Central Administration Unit or the Officer directly responsible for monitoring the implementation of this project.

Your truly

.....
Anje Walker (Mr.)
Director, Property Management and Maintenance



Ministry of Labour and Social Security

1F North Street,
Kingston
Telephone: (876) 922- 9500-14
Fax: (876) 922-6902

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14
Fax: (876) (876) 948-4262

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING REFERENCE
QUOTED:-

Ref. No. _____

May 11, 2020

Nubian-1 Construction ltd
61 Lyndhurst Road
Kingston 5

Attention: Wayne Gadishaw

We regret to inform you that effective immediately the Ministry is hereby closing the contract for Emergency Repairs of Capping of Double T-Beam & Painting of Building. Consequently, all incomplete works will be deducted from the final payment.

Further note all defects should be completed within thirty (30) days upon date of this letter. The defects are as follows:

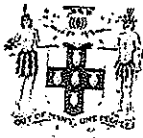
- Sealing/caulking of fixed aluminum windows.
- Repair to damaged water tanks
- Repair to AC units
- Repairs to double T-Beam
- Proper strapping of AC down pipes
- Removal of rubble from site

Failure to have these matters addressed after the thirty (30) days defects liability period may result in the non-payment or the withholding of retention monies.

Should you require further clarification or details you may contact the Central Administration Unit or the Officer directly responsible for monitoring the implementation of this project.

Your truly

Anje Walker (Mr.)
Director, Property Management and Maintenance



Ministry of Labour and Social Security

1F North Street,
Kingston
Telephone: (876) 922- 9500-14
Fax: (876) 922-6902

14 National Heroes Circle,
Kingston 4
Telephone: (876) 922- 8000-14
Fax: (876) (876) 948-4262

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS
COMMUNICATION SHOULD BE ADDRESSED TO THE
PERMANENT SECRETARY AND THE FOLLOWING REFERENCE
QUOTED:-

Ref. No. _____

September 17, 2020

Nubian-1 Construction ltd
61 Lyndhurst Road
Kingston 5

Attention: Mr. Wayne Gadishaw

Further to letter dated April 17, 2020, regarding outstanding works and defects, please be reminded that to date the Air Condition drainpipes issue has not been resolved. As such we are still experiencing back flow into the evaporator and draining of the pipe on the window ledges. As a result, some areas of the building have now become dis-coloured and unsightly.

In light of the above, we are again seeking your intervention in resolving these issues; should these matters not be resolve within the next **thirty (30)** days the Ministry may contract external help to alleviate the problems outlined, as such the money will be reduced from the retention.

Should you require further clarification or details you may contact the Central Administration Unit or the Officer directly responsible for monitoring the implementation of this project.

Your truly

.....
Anje Walker (Mr.)
Director, Property Management and Maintenance

Memo

ADMINISTRATION BRANCH

Approved
29/10/2020

To: Mrs. Colette Roberts-Risden
Permanent Secretary

Thru: Mr. Owen Whitely
Director, Administration

From: Anje Walker *AW-K*
Director, Property Management & Maintenance

Date: October 27, 2020

Subject: Utilization of Retention

*Mr Cox,
Please comment
from deposit A/c. 7
retention that is
held for Nubian-
Construction*

Approval is being sought to utilize retention money in respect of Nubian-1 Construction Ltd, who completed Emergency Repairs of Capping on Double T Beams and the painting of building, Contract # MLSS/WORKS/NTH-ST/03/2019.

The contractor was written to April 17, 2020 and also September 17, 2020, regarding defects with the Air Condition drainpipes informing him that failure to have the issues addressed within thirty (30) days of letter sent on September 17, 2020 may result in the Ministry taking further actions.

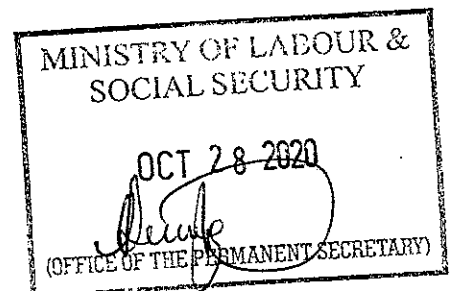
To date the contractor has made no attempts to have the mentioned matters addressed. Considering the above, four contractors were called to do an assessment and to submit a quotation to rectify the drainpipes.

Please see table below with the different prices from the contractors invited:

Davy & Associates Ltd Electrical & Air Conditioning Contractors	\$955,000.00
CPW Appliance and Services Ltd.	\$1,085,810.00
Budget Refrigeration & Air Conditioning Services Ltd	\$1,100,800.00
Clarke's Plumbing Service	\$1,274,547.72

Approval is being sought to engage Davy & Associates Ltd Electrical & Air Conditioning Contractors based on lowest price.

Please see attached estimates and letters to contractor.



1F NORTH STREET,
KINGSTON

14 NATIONAL HEROES CIRCLE
KINGSTON