



Washington, DC, United States

March 10, 2006

**Mr. Victor Miguel Ponce**  
5500 Campanile Drive  
San Diego, CA 921821324

Dear Mr. Ponce:

This letter of agreement ("Agreement") offers you an appointment as a Consultant to the Inter-American Development Bank ("Bank"). If you accept the offer, you will provide the services and deliverables outlined in the attached Terms of Reference (Annex A), subject to the following terms and conditions.

Responsible Unit:

**RE3/EN3**

Services and deliverables  
to be provided:

In accordance with the attached Terms of Reference (Annex A).

Starting Date:

**March 13, 2006**

Expiration Date:

**December 31, 2006**

Location(s) where services  
are to be provided:

**Georgetown, Guyana; San Diego, United States**

Compensation and Payments:

Total compensation for satisfactory performance of the work described in Annex A shall be Forty Nine Thousand Nine Hundred Fifty dollars of the United States of America (US\$49,950). This amount includes US\$27,600 as professional fees and US\$22,350 for all the expenses necessary to carry out the work. Compensation shall be payable as follows: US\$9,990 (20%) within fifteen (15) working days from the date of receipt by the Bank at its headquarters in Washington, D.C., of the Agreement duly signed by you, indicating your acceptance of the terms hereof; US\$9,990 (20%) within fifteen (15) working days from the date of receipt and acceptance by the Bank at its headquarters in Washington, D.C., of the first report mentioned in Annex A; US\$9,990 (20%) within fifteen (15) working days from the date of receipt and acceptance by the Bank at its headquarters in Washington, D.C., of the second report mentioned in Annex A; US\$14,985 (30%) within fifteen (15) working days from the date of receipt and acceptance by the Bank at its headquarters in Washington, D.C., of the draft third report mentioned in Annex A; and US\$4,995 (10%) within fifteen (15) working days from the date of acceptance by the Bank of the final report mentioned in Annex A.

Travel Insurance:

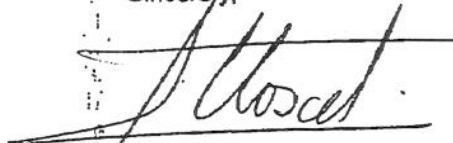
At your written request to the HRD/PPS Office prior to each departure outside your country of residence on authorized official Bank travel in connection with your assignment, you will be covered by a group policy for consultants of the Bank and will be subject to the explicit terms, provisions and conditions of such group policy. This group policy provides limited insurance for accidental death and dismemberment, repatriation, medical evacuation, medical expense and room and board. The automatic beneficiary designation contained in such policy indicates that payment for loss of life of the consultant will be made to the spouse, if living; otherwise the estate of the insured. However if you file a written designation of a different beneficiary with the HRD/PPS Office, payment will be made to that beneficiary. In addition, please note that this insurance will not cover you while on vacation or other personal trips before, during, or after an assignment with the Bank. You are therefore advised to carry personal insurance covering such occasions. Any specific questions regarding the terms of participation and coverage of this group policy for consultants may be directed to the HRD/PPS Office.

- (1) The Bank will assume no responsibility with respect to payment of taxes or withholding of taxes on your Bank remuneration. You are solely responsible for such taxes.
- (2) It is a condition precedent for the validity of this Agreement that if you are not a citizen or national of the country in which you will perform services for the Bank, that you have the necessary visa or work permit required by the authorities of the country.
- (3) In discharging your obligations pursuant to this Agreement, you may have access to privileged, confidential or proprietary information of the Bank or of third parties, but in possession of the Bank. Unless otherwise authorized in writing by the appropriate Bank or third party representative, you shall not disclose that information to other parties or utilize it for any purpose outside the scope of this Agreement.
- (4) During the term of this Agreement, you will be subject to the Bank's codes, policies, rules and procedures applicable to consultants in effect at the time you are appointed and as they may be amended during your assignment.
- (5) For a period of two (2) years after the termination of this Agreement, you will not seek or accept work connected with projects or operations that were your direct concern under this Agreement, unless the prior consent of the Bank has been obtained.
- (6) The Bank disclaims responsibility for damage to or loss of any equipment, including computer hardware and software, or any other items of personal property you may bring to the Bank's premises or carry with you to any other site while performing services hereunder. You shall look solely to your own insurance policies for any recovery thereof and hereby waive any right of subrogation your insurance carrier(s) may have against the Bank, its agents, officers, employees, or the Bank's insurance carrier(s).
- (7) The Bank shall own the copyright to any work prepared by you under this Agreement, including the right to reproduce, distribute, disseminate and publish such work in all languages as well as to prepare derivative work based thereupon. It is understood and agreed that the work prepared by you under this Agreement is a work for hire and that the rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Agreement.

- (8) You shall perform all the services hereunder expeditiously, in a manner equal to or exceeding the standards of professional skill and care common in your profession, having due regard for the nature and purposes of the Bank as a public international organization.
- (9) The Bank shall have the right to terminate this Agreement for any reason, at any time prior to the expiration of its term, or prior to completion of the work hereunder by giving you fourteen (14) calendar days advance written notice. The Bank may terminate this Agreement without advance written notice if you are found blameworthy of misconduct. In the event of termination, the Bank will make equitable payment to you, within thirty (30) days from the date of termination, for services satisfactorily performed to the date of termination and, if applicable, for duly authorized and documented expenses incurred up to the time of termination. Equitable payment upon termination shall not exceed the total compensation otherwise payable to you under this Agreement and shall take into account all payments made to you under this Agreement prior to the date of termination hereof.
- (10) Following the expiration date of this Agreement, your appointment may be extended or a new appointment may be made. However, the Bank has no obligation to extend your appointment or to offer you a new appointment, even if your performance is outstanding, but it may do so if agreed to in writing at the time of the expiration of the appointment.
- (11) If any dispute should arise between you, as the Consultant, and the Bank as to the interpretation of this Agreement or of any matter or subject in connection therewith, which cannot be settled by amicable agreement between you and the Bank, then, in accordance with applicable Bank's codes, policies, rules and procedures, the matter shall be referred to the properly constituted grievance bodies established by the Bank for resolution of disputes between the Bank and its employees.
- (12) You are required to sign the attached Certification of Eligibility for Consultants (Annex B) which, together with this document and the attached Terms of Reference (Annex A) integrate and embody the entire Agreement between the parties hereto. This Agreement which also requires your signature, supersedes all previous communications, representations, understandings or agreements, either oral or written between the parties hereto.

Please indicate your acceptance of the above terms and conditions by signing and returning the enclosed copy of this Agreement, including Annex A and B hereto.

Sincerely,



Alvaro Llosa, Chief  
Environment NatRes Mgmt Div 3

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

## GUYANA

### Coastal Flood Protection Program (GY-L1012)

#### Technical Support for Project Preparation

#### TERMS OF REFERENCE

#### I. BACKGROUND

- 1.1 Since early December 2005 and into the end of January 2006, Guyana experienced unusual high intensity rainfall; reaching rainfall levels of 25.4 centimeters per day in the coastal areas. The result of the high rainfall was overflow of many of the rivers and rising levels in the conservancies that irrigate and protect major urban and agriculture areas in the coastal plain. Flooding began in the Mahaicony area (Region 5) in early December and since then has become widespread, overwhelming drainage and flood control mechanisms along the coastal plain, affecting Regions 2, 3, 4, 5, and 6, but heavily affecting Regions 2 and 5, which were not severely affected by the 2005 floods. Thousands of residents in these areas have suffered and endured disruption and loss of their livelihoods.
- 1.2 Hardest hit by the flooding was the District of East Demerara. This area occupies the lands from the coast south to Linden and contains a water conservancy of some 225 sq. Miles. A dam that extends roughly from the west at the Demerara River to the east near the Mahaica River retains the conservancy. Approximately 36 miles in length, the dam lies about 10 miles south of the coast. It runs roughly parallel to the coast and includes an extensive drainage network extending to the Demerara and Mahaica rivers as well as to water control structures along the coast.
- 1.3 The coastal areas are protected by an extensive seawall structure with a system of water control structures and pumps for discharging accumulated waters to the sea. Guyana has a semi-diurnal tide and much of the land in the region behind the seawall is below the mean high water level (MHWL). Gravity drainages are operable only during the two low tide cycles that allows for approximately 4 to 6 hours of release time depending on the lunar tidal cycle.
- 1.4 The conservancy operates to provide two services. The first is to de-water coastal lands for agriculture and development activities. These soils are particularly fertile as they are the fluvial deposits of two river systems. The second function is to provide irrigation water during the dry seasons. This is primarily to support the two of the three major export crops for the country, sugar cane and rice. There are two rainy seasons in Guyana, which occur during the months December/January and May/June. The May/June period is typically the wetter of the two seasons. Two rainfall seasons coupled with the near equatorial location of the country provides for two planting seasons annually for both rice

and cane and allows Guyana to maintain its competitive position in these agricultural markets.

- 1.5 The system of canals and conservancy was originally built by colonists, with slave labor, some 180 years ago. As originally designed, the water management system was entirely gravity based and timed locally with the semi-diurnal tide cycle. Over the years, modifications to the system have changed the basic operation of the conservancy drainage network. Canals have filled in, water control structures have fallen into disrepair, and local modifications to the drainage infrastructure have changed the hydrodynamics of the system. Outlets to the Demerara and Mahaica rivers as well as to the sea are in disrepair or are not functional.
- 1.6 Water levels within the conservancy are critical to the safety of the system. When measured against Guyanan Vertical Datum (in feet), 59 feet has been identified as a failure threshold. During the floods of January 2005 an UNDAC team of engineers observed the following: "At the time of the inspection (Feb 6th) the water level was 58.40 G.D. (feet). If the water level rises up to 59 G.D. the overtopping will go out of control. This will result in numerous breaches and the release of in the order of 100 billion gallons of water into the coastal zone. This will bring a water layer of around 2 feet in the area from Georgetown to Mahaica River. The disaster will be far worse than the current flood situation."
- 1.7 During the progression of the flood event of 2004-2005, water levels within the conservancy rose from approximately 56.25 to nearly 59 feet G.D. Presented in table 1, as the water levels approached 59 feet there was some over-topping of the dam that was controlled by emergency crews. This coupled with the high water levels stressed the dam, weakening the structure in various locations.
- 1.8 In early February 2006, the country was under threat of further floods since the level of the East Demerara Water Conservancy (an earthen dam) is 58.05 Georgetown Datum (GD) at Flagstaff, 58 GD at Lama, 55.07 GD at Land of Canaan and 56 GD in the Mahaica Creek. Around 59 GD would be the danger level and this figure was already reached at the eastern part of the conservancy but not across all of it. Over 59 GD water would overtop the conservancy dam, a situation that could lead to the erosion of the dam and inundation of the whole enpoldered area. Initial assessments point at this overflow as one of the contributing causes of the floods in Region 5, which lies to the east of the East Demerara Conservancy.
- 1.9 As a result of the recent flooding, numerous system weaknesses have been identified. However, many relate to the development of lands below the dam and the need for long-term improvements to the conservancy structures. Emphasis is particularly on the strengthening of the dam and the rehabilitation and re-design of low land drainage networks.
- 1.10 Recent flood events in 2005 and 2006 underscore the need for greater focus on long-term sustainable and resilient measures. These measures might include the preparation of a

comprehensive natural disaster management and mitigation plan. The preparation of a Coastal Flood Protection Program for Guyana is a first and necessary step in this direction.

## II. CONSULTANCY OBJECTIVES

- 2.1 The objective of the consultancy is to provide technical support to the Project Team during the preparation of the Coastal Flood Protection Program in Guyana.

## III. CHARACTERISTICS OF THE CONSULTANCY

- 3.1 Type of consultancy: International Individual Consultant – Lump Sum. The payment schedule is presented on Chapter V of these Terms of Reference.
- 3.2 Starting date and duration: The consultant will work for a total of 60 (sixty) days, between March 12, 2006 and December 31, 2006.
- 3.3 Place of work: The consultant will work in his home office; in Washington, DC; and in Georgetown, Guyana. The consultant will make seven trips:
  - a. Two round trips from his place of residence to Washington, DC with a total stay of 4 days.
  - b. Five round trips from his place of residence to Georgetown, Guyana with a total stay of 30 days.

The consultant will be reimbursed in the event that other trips are required (with prior authorization by the Bank). The Country Office in Guyana will provide the logistical support for the land travel required in Guyana.

- 3.4 Qualifications: Graduated in Sciences or Engineering with a graduate degree in Hydraulics, or Water Resources Engineering, with more than 15 years of experience in design of flood control projects in coastal areas, including the proper consideration of the socioeconomic and environmental aspects.

## IV. ACTIVITIES

- 4.1 The activities for this consultancy are described below:
  - a. Revision of Reports: The Bank's country office in Guyana (CGY) has a set of reports available regarding flood events in Guyana. These reports are to be reviewed

by the Consultant. Additionally, upon the consultant's arrival to Georgetown, the Consultant will participate in meetings with Government of Guyana's agencies to collect additional information regarding the current situation of the conservancies and drainage and irrigation infrastructure used for both irrigation and flood control in the coastal areas of Guyana. The following reports are already available at CGY:

- i. Mott MacDonald, "Final Report of the Special Advisor to the Government of Guyana. Task Force for Infrastructure Recovery", July 2005.
  - ii. Mott MacDonald, "Infrastructure Rehabilitation – Short to Medium Term Plan. Government of Guyana. Task Force for Infrastructure Recovery", 12 July 2005.
  - iii. Mott MacDonald, "Guyana Drainage and Irrigation Systems Rehabilitation Project – Institutional & Financial Sustainability Report", July 2004.
  - iv. World Bank, "Guyana: Preliminary Damage and Needs Assessment Following the Intense Flood of January 2005".
  - v. Mott MacDonald "Report by Dams Specialist", 2005.
  - vi. Mott MacDonald "East Demerara and Boereserie Conservancy Dams Conditions by Dams Specialist", April 2005.
  - vii. Inter-American Development Bank "Agricultural Support Services – Project Report", 2004.
  - viii. Inter-American Development Bank, Engineering Designs for ASSP civil works in D&I Systems in Regions 3, 4, and 6.
  - ix. Inter-American Development Bank "Agricultural Recovery Assessment from the 2005 Flooding. Mission Report", March 7-18, 2005.
- b. Review of all pertinent technical information related to the recurrent flood problems particularly within the following coastal administrative regions: (i) Poomeroon-Supernaam; (ii) Essequibo Islands-West Demerara, (iii) Demerara-Mahaica, (iv) Mahaica-Berbice, and (v) East Berbice-Corentyne. The Bank will provide the consultant no later than 5 working days before the start of the work, with electronic copies of 3 reports that are considered very important to have an overall view of the existing problems.
- c. Initial mission to Guyana to visit all problem areas and structures, discuss with IDB's Project Team and personnel from the Country Office, all major issues, and to collect additional relevant information available. Participate in meetings with national authorities and experts from other donor agencies to discuss possible alternatives to reduce the current vulnerabilities within the framework of a long-term flood control program.

- d. Carry out technical assessments and prepare recommendations and cost estimates regarding the project.
- e. Prepare detailed terms of reference (TOR) for the preparation of the required feasibility studies (technical, economic, and environmental) to support the preparation of a Bank loan aimed at addressing the main issues identified. The DTOR should include among others, the following aspects:
  - i. Requirements of the Bank's environmental and social policies (including disclosure of information) as applicable to the preparation of this type of project. It is expected that a full fledged EIA will be required for Program.
  - ii. Primary information (field data) that is considered indispensable for the completion of the feasibility studies with the required quality.
  - iii. The DTOR should require that the technical proposals prepared by the bidders include a detailed description of all tasks involved in the preparation of the feasibility studies, specifying the name(s) of the expert(s) proposed to do it, the number of hours/weeks required from each expert, a timetable of preparation showing the inter-relation between different tasks. A model form to be filled by the bidders should be provided in the DTOR. This is very important for an adequate evaluation of proposals.
  - iv. The DTOR should include a profile of the required technical team (as a minimum), specifying the level of seniority and specialization required from each expert.
- f. Prepare a draft version of the Project Concept Document (PCD) for the Coastal Flood Control Program, according to the Bank requirements.
- g. Participate in two meetings with the Project Team in Washington DC, to discuss the strategy to be adopted during project preparation, and eventual problems encountered.
- h. Participate in five missions to Guyana to support the Project Team in the preparation and analysis of the project, and to supervise the work being carried out by the local counterpart and its consultants.
- i. Provide technical advice to the Project Team and national authorities regarding the major issues involved in project preparation and execution.
- d. Prepare a draft version of the Project Report according to the Bank requirements.
- e. Provide support to the Project Team to address all issues raised by Bank's Committees.



## V. REPORTS

### A. Reports

- 5.1 For payment purposes, the consultant will deliver to the Bank three Reports presenting the results and conclusions of the work carried out:
- a. First Report: The first Report will include the following activities and products:  
(i) Mission Report with a preliminary analysis of the documents reviewed;  
(ii) detailed Terms of Reference for the any studies that should be carried out for project preparation (i.e., feasibility studies, EIA, etc.).
  - b. Second Report: The Second Report will include the following activities and products: (i) Summary of the activities carried out during the period, particularly regarding the quality of the work being done by the executing agency and its contractors, including recommendations and conclusions; and (ii) draft version of the Project Concept Document (PCD).
  - c. Third Report: The Third and Final Report will include the following activities and products: (i) Summary of the activities carried out during the period, particularly regarding the quality of the work done by the executing agency and its contractors, including recommendations and conclusions; and (ii) draft of the Project Report.
  - d. Mission Reports: At the end of each mission to Guyana the consultant should prepare a concise Mission Report (no more than 5 pages), which would be included later in the three main reports described above.

### B. Payment Schedule

- 5.2 The consultant will be paid according to the following schedule: (i) 20% upon signing of the contract; (ii) 20% upon delivery and approval by the Bank of the First Report; (iii) 20% upon delivery and approval by the Bank of the Second Report; (iv) 30% upon delivery of the Third Report; (v) 10% upon the approval by the Bank of the Third Report.

## VI. COORDINATION

- 6.1 The consultant will work under the technical coordination of Mr. Luis Miglino, Senior Environmental Specialist (RE3/EN3) [Tel. (202) 623-1778; Fax. (202) 623-1998; E-mail. [luismi@iadb.org](mailto:luismi@iadb.org)]. During the consultant's missions to Guyana, the contact person at the Country Office will be Mr. Javier Grau Benaiges, Sector Specialist (COF/CGY).

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**CERTIFICATION OF ELIGIBILITY FOR CONSULTANTS**

In order to comply with the eligibility requirements for appointment as a Consultant with the Inter-American Development Bank, I hereby certify to the following:

- (1) I am a citizen of a member country of the Bank.
- (2) I am not a relative of an active Bank staff member, contractual employee or individual independent contractor within and including the fourth degree of consanguinity and the second degree of affinity.
- (3) If applicable, I will comply with the rules governing immigration, work authorization or visas of the countries where I will be conducting business for the Bank.
- (4) If I am a former Bank employee, I did not (a) leave the service of the Bank with a Special Termination Payment or pursuant to a Mutual Agreement (as defined in Bank Staff Rules) on or after March 23, 1990, or (b) directly and as a principal participate in the operation to which the hiring of these consulting services is related.
- (5) If I am a Bank retiree, I will not accept assignments in the Bank during the twelve (12) months following the date of my retirement from the Bank by which the remuneration, together with my pension, will exceed the present value of the last annual salary I earned as an employee. This restriction will not apply after the first twelve (12) months after my retirement from the Bank.
- (6) I am not a permanent or temporary employee of the entity which is the borrower or beneficiary institution of the services to be hired, and I have not been an employee of the borrower or beneficiary institution during the six (6) months immediately preceding the date of my hire by the Bank. I have not been an employee of such a borrower or beneficiary institution at any time during the six (6) month period immediately prior to the presentation by such an institution of an official request for a loan or technical cooperation.
- (7) I certify that my appointment with the Bank under the terms and conditions of the Agreement does not violate any law or employment regulation or policy to which I am subject.
- (8) I certify that I have no criminal charges pending against me, nor have I been convicted of any felony or any misdemeanor by any federal, state, provincial or local government of the United States or other country, nor have I been involved in any civil or administrative proceeding in connection with an allegation of fraud or similar misconduct. The term 'conviction' as used in this clause, means a judgment or conviction of a criminal court of competent jurisdiction, whether entered upon a verdict or plea, including due to a plea of nolo contendere or the equivalent.
- (9) I understand and agree that any false or misleading statement or information with respect to these eligibility requirements will render this Agreement null and void and that in such event no payments will be owed to me by the Bank.

Date: **March 13, 2006**  
Consultant Name: **Victor Miguel Ponce**

Consultant Signature: \_\_\_\_\_

Date: \_\_\_\_\_