

*REPUBLIC OF LIBERIA*

*LIBERIA AGENCY FOR COMMUNITY EMPOWERMENT  
(LACE)*

*SPECIAL MARKET PROJECT*

*CONTRACT FOR SMALL WORKS*

*FOR THE*

*RENOVATION OF THE **EDWARD BEYAN KESSELE(EBK)**, CAMP SCHIEFLIN,  
MARGIBI COUNTY*

CLIENT: RENOVATION OF EBK BARRACK CAMP SCHIEFLIN, MARGIBI COUNTY,

*July 9, 2020*

REPUBLIC OF LIBERIA  
MONTSERRADO COUNTY

**CONTRACT AGREEMENT FOR WORKS**

**This Agreement** is made and entered into on this 9<sup>th</sup> day of July A.D 2020, by and between the Liberia Agency for Community Empowerment (LACE), represented by its **Executive Director, Mr. Quiwu Yeke** of the first part, hereinafter known and referred to as “the **Employer**”, and the **Delta Architectural and Construction Company of Buchanan City, Grand Bassa County**, of the second part, hereinafter known and referred to as “the **Contractor**”, represented by its General **Manager, Mr. James Sackie**, Employee and the Contractor agree as follows:

WHEREAS the Employer desires to renovate the **Edward Beyan Kessele(EBK), Camp Schieffling**, MARGIBI County, and whereas the Contractor’s bid was accepted by the Employer for the renovation of **Edward Beyan Kessele(EBK), Camp Schieffling**, MARGIBI County; and in its bid the Contractor represented that he has the required past work experience doing similar works; and that he has the required manpower and equipment to satisfactorily implement the project in keeping with the specifications, and within the stipulated timeframe of the contract.

**Clause 1 –** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

**Clause 2 –** The below listed documents shall be deemed to form and be read and construed as part of this Contract.

- a) Letter of Acceptance (attached to this Contract)
- b) Letter of Bid signed by the Bidder (attached to this Contract)
- c) Technical Specifications (technical specification on file at LACE)
- d) Drawings (drawings on file at LACE)
- e) Schedule of Activities with breakdown of prices (attached to this Contract)

**Clause 3 –** In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity with all aspects of the provisions in the Contract.

**Clause 4 –** The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Clause 5 – Contract Objectives**

This contract is for renovation of the **Edward Beyan Kessele(EBK), Camp Schieffling**, MARGIBI County, with major project deliverables as specified below in the milestone:

### **100% deliverables I**

- Mobilization and demobilization of the old structure
- Completion of temporary site office and storage facility
- Water procurement and storage.
- Masonry Works
  - Provision of Portland Cement mortars for masonry work
  - Provision of Portland Cement mortars for floor finishing tiles
  - Laying
- Provide all plumbing accessories
- Provide and fix roof truss members as specified in the drawings
- Provide doors and windows for the building as specified in the BOQ
- Carry on all of the roofing work
- Carrying on the painting in line with the BOQ
- Conduct electrical installation
- Built Septic tank
- Demolition works and shall removal of the existing roof and carry away debris.
- Shall do roofing and ceiling works.
- Provision of all necessary materials for electrical work and carry out installation.
- Do all of the plumbing works as specified in the BOQ
- Up grading and repairing of existing walls with plastering with door installation and protection of the foundation.
- Carrying on all of the painting work as specified in the BOQ
- Built hand Pump in line with what is issued in the BOQ

### **Clause 6 – Subcontracting**

The contractor may subcontract one or several parts of this work only under his entire responsibility, and must be with the consent of LACE. This Contract cannot be assigned.

### **Clause 7 – Control of the Work Execution**

The execution of this contract is controlled by the Liberia Agency for community Empowerment. LACE, which provides a major part of financing for this project, shall have the option to send its own technicians to inspect the work being done or completed.

In case of non-conformity to the norms or rules of the profession, upon a report of LACE's technicians, may bring to the attention of the contractor the breach of contract.

All works poorly executed shall be repaired, improved by the contractor or reconstructed.

Even though work implementation will be monitored and payments made on intermediary output basis, the contractor will be held responsible for the total completion of the project. Failure to complete the project (or any abandonment of the project without justifiable reason) the contractor shall be held liable to reimburse all payments received for the project.

## **Clause 8 – Responsibilities**

The contractor is responsible during the execution of the work for all damages, injuries death and for accidents of any kind caused to his/her employees and/or a third party by the personnel and equipment of the contractor. The contractor is encouraged to take appropriate insurance policy coverage against such risk.

That Liberia Agency for Community Empowerment (LACE) will promote the process of local empowerment by requiring contractors to recruit at least 70% of their workforce locally (where projects are to be implemented) so as to help stimulate the local economy in project areas.

## **Clause 9 – Time Limit for the Work Execution**

The whole work should be completed within two (2) months from the date of the signature of the contract.

## **Clause 10 – Liquidated Damages**

In the event that works specified in the contract are not completed on schedule, the contractor shall be subject to a penalty of 1/400 of the price of the works ordered per calendar day of delay, except in the case of force majeure, that would need to be confirmed by a LACE technician upon request of the Local Authority.

## **Clause 11 – Advance Payment:**

Contractors will be paid pre-finance 100% milestone. This payment process will be done when the entire work is completed on a pre-finances basis thereafter, all inspections will be done for final corrections, and then the full amount will be paid to the contractor if no defects are observed.

## **Clause 12 - Termination**

Should the delay exceed twenty (20) calendar days or 5% of the value of the contract, due to default in performance by the Contractor, at the expiration of the twenty (20) days or when the Calculation of the liquidated damages exceeding 5% of the value of the contract, the CBO/LACE shall have the right to immediately cancel and terminate the Contract without any other obligation to the Contractor.

During the period of the Contract, should there be any unforeseen circumstance(s) that materially affects implementation, said circumstance(s) or material defect(s) must be discussed by the Contractor and LACE in order to mitigate and/or correct the defect/circumstance. A unilateral action on the part of the Contractor shall have no bearing on the Contract. Any action affecting the Contract, especially to alter or modify its terms and/or conditions as a result of the unforeseen circumstances must be reduced to writing and signed by both parties.

In case of material defect or gross non-performance on the part of the Contractor, and for a cause, the LACE shall reserve the right to terminate the Contract, and pay the Contractor for the legitimate services rendered the LACE to the point of termination. LACE shall have no other obligation to the contractor. Also, if the contractor for any reason received more

compensation than actual work done, such funds shall be reimbursed to LACE upon termination of contract.

### **Clause 13 – Interim Receipt**

The interim receipt (report from contractor) will be acknowledged upon completion of the works by the Program Manager from LACE appointed technician (Engineering Consultant); however, any delay by the Engineering Consultant shall not unduly operate to the disadvantage of the contractor.

### **Clause 14 – Final Receipt**

The certificate of completion shall be issued upon satisfactory verification of work done in a report of the Project Engineer.

### **Clause 15 - Appointment of the Adjudicator**

The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within 14 days of receipt of such request.

Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority, named as Liberia National Bar Association, at the request of either party, within 14 days of receipt of such request.

However for contracts with foreign contractors, international arbitration with proceedings administered by an institution agreed to by both parties will be appointed.

### **Clause 16 \_ Procedure for Disputes**

The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

The Adjudicator shall be paid by the hour at the hourly rate of US\$200 per hour plus any applicable reimbursable expenses (or other hourly rate agreed to by all three parties – Contractor, Employer and Adjudicator), and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

The arbitration shall be conducted in accordance with the arbitration procedures published by the Liberia National Bar Association, except for contracts with foreign contractors, when the proceedings will be conducted in accordance with the rules of arbitration of the appointed institution, if any, or in accordance with UNCITRAL arbitration rules, at the choice of the appointed institution,

### Clause 17 – Amount of the Contract

The Contract Price is the Accepted Contract Amount of **one hundred and ninety thousand United States Dollar (US\$ 190,000.00)** as stated in the Letter of Acceptance.

### Clause 18 – Schedule of Payments

As this is a Lump Sum form of Contract, the Schedule of Payment is 100% pre-finance.

Activity Number	Description of Activity	Deliverable	Payment of Lump Sum
Activity 1	<b>100% deliverables</b> <ul style="list-style-type: none"><li>• Mobilization and demobilization of the old structure</li><li>• Completion of temporary site office and storage facility</li><li>• Water procurement and storage.</li><li>• Masonry Works<ul style="list-style-type: none"><li>Provision of Portland Cement mortars for masonry work</li><li>Provision of Portland Cement mortars for floor finishing tiles</li><li>Laying</li></ul></li><li>• Provide all plumbing accessories</li><li>• Provide and fix roof trust members as specified in the drawings</li><li>• Provide doors and windows for the building as specified in the BOQ</li><li>• Carry on all of the roofing work</li><li>• Carrying on the painting in line with the BOQ</li><li>• Conduct electrical installation</li><li>• Built Septic tank</li><li>• Demolition works and shall removal of the existing roof and carry a way debris.</li><li>• Shall do roofing and ceiling works.</li><li>• Provision of all necessary materials for electrical work and carry out installation.</li><li>• Do all of the plumbing works as specified in the BOQ</li><li>• Up grading and repairing of existing walls with plastering with door installation and protection of the foundation.</li><li>• Carrying on all of the painting work as specified in the BOQ</li><li>• Built hand Pump in line with what is issuant in the BOQ</li></ul>	<i>Field report by LACE Technician and/or Engineer</i> <i>100 % of contract amount</i>	


**Clause 19 – Signature**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the *Republic of Liberia*.

Done at the Liberia Agency for Community Empowerment (LACE) head office at the Executive Mansion Ground, Montserrado County, under our hands on the 18<sup>th</sup> day of September, 2020. All of the works are to be done in accordance with the Specification, drawings etc. This contract is binding on us, our successors in business and our designees.

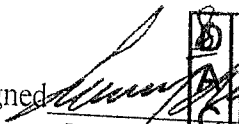
For on behalf of the Employer: **Liberia Agency for Community Empowerment (LACE)**

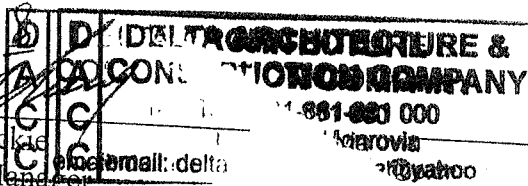
REPRESENTED BY

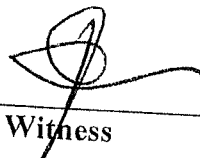
  
\_\_\_\_\_  
Hon. Quiwu Yeke  
Executive Director

BY: \_\_\_\_\_  
Witness

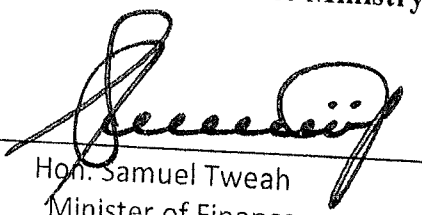
FOR on behalf of the Contractor: **Delta Architectural and Construction company**

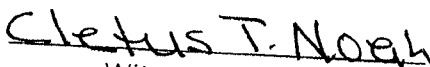
Signed   
James Sackie  
General Manager



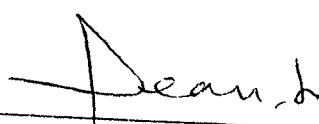
  
\_\_\_\_\_  
Witness

For and on behalf of the Ministry Of Finance and Development Planning (MFDP)

  
\_\_\_\_\_  
Hon. Samuel Tweah  
Minister of Finance

  
\_\_\_\_\_  
Cletus T. Noah  
Witness

For and on behalf of the Ministry of Justice (MOJ)

  
\_\_\_\_\_  
Hon. Musa Dean  
Minister of Justice

\_\_\_\_\_  
WITNESS