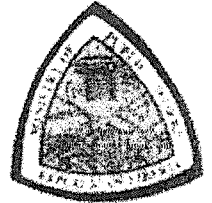




**REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS
MONROVIA, LIBERIA**



CONTRACT NO: MPW-W-0033-21/22

BETWEEN THE MINISTRY OF PUBLIC WORKS

&

JUPITER CONSTRUCTION, INC.

**FOR THE CONSTRUCTION OF BAILEY BRIDGE ON THE RIVER
CONNECTING TO THE GRAND BASSA COMMUNITY COLLEGE,
BUCHANNA CITY AS LOT #1**

FUNDED BY

THE NATIONAL ROAD FUND OF LIBERIA (NRF)

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Agreement

This Agreement is made and entered into this _____ day of February, A. D. 2022 by and between the **Government of Liberia** through the **Ministry of Public Works, R/L** represented by its Acting Minister, Hon. Ruth Coker-Collins, (hereinafter known and referred to as the "EMPLOYER") and **Jupiter Construction, Inc.**, a Company registered and licensed to undertake construction works in the Republic of Liberia, represented by its General Manager/CEO, **Mr. Floyd A. Thomas** (hereinafter known and referred to as the "CONTRACTOR"), and they shall be jointly referred to as the "PARTIES";

WITNESSEH:

WHEREAS, the Employer desires to construct the **Bailey Bridge on the River connecting to the Grand Bassa Community College under a work contract classified as Lot 1: Grand Bassa Community College, IFB No. MPW-W-0033-21/22** should be executed by the Contractor, and has accepted the Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein;

WHEREAS, Jupiter Construction, Inc. was contracted for the construction and installation of the Bailey Bridge in Grand Bassa County consistent with the contract documents attached;

WHEREAS, cognizant of the need for the Maintenance and construction of additional bridges and box culverts within Grand Bassa County;

WHEREAS, the Ministry of Public Works and Jupiter Construction, Inc. have mutually agreed to use this Contract for the construction of the Bailey Bridge in Grand Bassa County;

WHEREAS, pursuant to submission of copies of the CONTRACTOR'S current business registration and tax clearance, and the Ministry of Public Works adherence to all Governmental regulations, finance, and procurement laws, in compliance with the award of said construction contract and its associated costs; and

NOW THEREFORE, in consideration of the mutual promises, the Government of the Republic of Liberia, by and through the Ministry of Public Works and Jupiter Construction, Inc. for good and valuable consideration, mutually consent to the following terms set forth below:

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1. That in this Agreement, words and expressions shall have the same meaning(s) as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. The Letter of Acceptance;
 - b. The Contractor's Bid
 - c. The Special Conditions of Contract
 - d. The General Conditions of Contract
 - e. The Specifications;
 - f. The Drawings;
 - g. The Priced Bill of Quantities; and
 - h. Other documents, as listed in the Appendix to Bid
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity to the provisions of this Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of **One Million One Hundred Fifty Thousand United States Dollars Sixty-nine cents (US\$1,150,000.69)** or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by this Contract.



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In Witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above written:

FOR THE MINISTRY OF PUBLIC WORKS:


Hon. Ruth G. G. Collins
Acting Minister

Date: 02-03-22


FOR JUPITER CONSTRUCTION


Mr. Floyd Thomas
General Manager

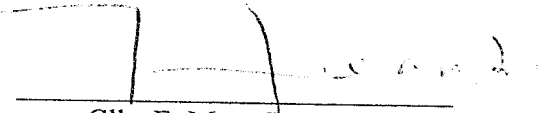
Date: 3-1-22

Jupiter Construction Inc.
Monrovia, Liberia

Approved by the Minister of Finance & Development Planning


Hon. Samuel D. Tweah, Jr.
MINISTER

Attested to by the Minister of Justice/R.L:


Cllr. F. Musa Dean, Jr.
MINISTER



Office Of The Deputy Ministry
Technical Services

REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS

P.O.Box 9011
Lynch Street South
Monrovia, Liberia



RCC-DMTS&AM/MPW-RL/689/'21

January 3, 2022

Mr. Floyd A Thomas
Jupiter Construction Inc.
Carey Street
Monrovia, Liberia

Dear Mr. Thomas

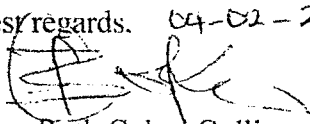
Subject:

Notification of Award

This is to notify you that your bid submitted July 6, 2021 **for the Periodic Maintenance of Bridge Lot 1 (Grand Bassa Community College Road) in Grand Bassa County** has been accepted as the **"Most Responsive"** after final approval from the PPCC with a bid price of **US\$1,150,000.00** Please be informed that the price remains as stated in your submission.

In view of the above, you are required to submit an advance payment Guarantee where applicable from a reputable bank as stated in the contract within Fourteen (14) days upon the signing of the contract by the Ministry of Finance & Development Planning and the Ministry of Justice. Failure to comply with the fulfillment of advancement payment Guarantee and signing of contract within the time frame will constitute a failure of contract formation and forfeiture of Bid Security.

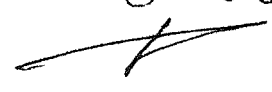
Best regards. 04-02-22


Hon. Ruth Coker-Collins
ACTING MINISTER

Name: F. Thomas

Contact: 0777-586787

Date: 1-6-2022

Sign: 



RCC

1. Contractor's Bid (Form of Bid)

Date: July 5, 2021

NCB No.: _____

Invitation for Bid No.: MPW/W/ICB/013/20/21

Title of Contract: Spot Repair/Bridge Maintenance (Lot 1: Buchanan College Bridge)

To: *Procurement Unit, Ministry of Public Works, Monrovia. Attn: Max Jardiah*

Having examined the Bidding Documents, including addenda _____ we offer to execute the *Spot Repair/Bridge Maintenance (Lot 1: Buchanan College Bridge Project)* in accordance with the GCC accompanying this Bid for the Contract Price of \$1,150,000.00 USD (*One Million One Hundred Fifty Thousand USD*).

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity period of 90 days and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the GOL, or under the GOL's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

The following commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

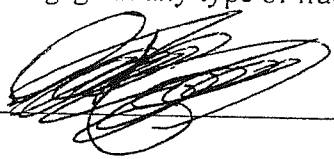
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
None	None	None

(if none, state "none")

We understand that this bid, together with your written acceptance therefore included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Signed:  in the capacity of Chief Executive Officer

Name: Floyd Thomas

Duly authorized to sign the bid for and on behalf of Jupiter Construction Inc.

Date: Fifth day of July, 2021.

Jupiter Construction Inc.
Monrovia, Liberia



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Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is Six (6) months
GCC 1.1 (o)	The Employer is: Ministry of Public Works South Lynch Street P. O. Box 9012 1000 Monrovia 10, Liberia
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works including remedying of defects shall be: Fifteen (15) calendar Months.
GCC 1.1 (u)	The Project Manager/Employer Representative is: Hon. Clarence Wilson Asst. Minister for Technical Services Ministry of Public Works South Lynch Street Monrovia, Liberia
GCC 1.1 (w)	The Site is located as indicate in the Contract document to be Buchanan City, Grand Bassa County
GCC 1.1 (z)	The Start Date shall be Fourteen (14) days after receipt of signed Contract
GCC 1.1 (dd)	The Works consist of the following: <ul style="list-style-type: none"> ❖ Signalling and road safety furniture ❖ Manufacturing and transportation of the bridge to Country ❖ Slopes (cuts and embankments) ❖ Structures (Bridge abutments and piers walls etc.) ❖ Traffic management ❖ Geotechnical Test ❖ Demolition of existing Composite Bridge ❖ Installation of New Bailey bridge
GCC 2.2	Sectional Completions are Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Agreement Letter of Acceptance Contractor's Bid Special Condition of Contract General Condition of Contract Specifications Drawings Priced Bill of Quantities
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Liberia
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel:

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	<ul style="list-style-type: none"> ❖ Project Manager ❖ Construction Engineer ❖ Safety Officer ❖ Quality Control Engineer ❖ Geotechnical Engineer ❖ Structural Engineer ❖ Surveyor ❖ Foreman for Concrete works
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For the Works, Plant and Materials:</p> <p>(b) For loss or damage to Equipment:</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract:</p> <p>(d) for personal injury or death:</p> <p>of the Contractor's employees:</p> <p>As provided by the General Conditions of Contract count 13.</p>
GCC 14.1	Site Investigation Reports shall include: Monthly Site Reports & Quality Control Tests as in the Specification
GCC 15.1	Queries: yes
GCC 21.1	The Site Possession Date(s) shall be: 14 days after the award of contract
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: TBA if applicable
GCC 25.3	<p>Institution whose arbitration system shall be used: Association of Liberian Construction Companies</p> <p>The place of arbitration shall be: Monrovia, Liberia</p>
GCC 26.1	Appointing Authority for the Adjudicator: President of the Association of Liberian Construction Companies
B. Time Control	
GCC 27.1	The contractor shall submit for approval a program for worth within 14day from the date of the Letter of Acceptance
GCC 27.3	<p>The period between the program update is 30days.</p> <p>The amount to be withheld for late submission of an updated program is 5%of contractor amount.</p>
C. Quality Control	
GCC 35.1	The Defects Liability Period is: Six (6) Months from the completion date
D. Cost Control	
GCC 42	<p>The Ministry of Public Works shall pay or caused to be paid all subsequent payments excluding the amount for Contingency, other than the advance payment through the following terms:</p> <p style="padding-left: 40px;">a. The Contractor shall receive a second payment of 30% of the contract price upon the completion of 50% of works less 10% for retention.</p>

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	<p>b. The Contractor shall receive a third payment of 30% of the contract price upon completion of 100% works less 10% for retention;</p> <p>c. The Contractor shall be paid 10% of the contract price for retention Six months after the completion of the works.</p> <p>All Payment Request prepared for each period shall be evidence by a signed request from the Project Manager submitted to the office of the Deputy Minister for Technical Services, and issuance of a Certificate of Completion signed by the Deputy Minister for Technical Services of Ministry of Public Works, R/L</p>
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GCC 43	Payments shall be adjusted for deductions of 10% representing Retention during each payment.
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GCC 46.1	The currency of the Republic of Liberia to be used for payment under this contract is: United States Dollars
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GCC 47.1	The Contract is not subject to price adjustment in accordance with GCC
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GCC 48.1	The Proportion of payment to be retained is 10% of the contract price.
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GCC 49.1	The liquidated damages for the whole of the Works are 0.05% . The final Contract Price per day. The maximum number of liquidated damages for the whole of the Works is 1.50% of the final contract price.
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GCC 50.1	The Bonus for the whole of the Works is N/A of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
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GCC 51.1	The Advance Payments shall be: 40% of the Contract Price and shall be paid to the Contractor by the Employer subsequent to the signing of the contract.
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The advance payment shall be subject to the submission of Bank Guarantee from a Reputable Commercial Bank of the equivalent of the Amount to be received.

GCC 52.1	The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents
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E. Finishing the Contract

GCC 58.1	The date by which operating and maintenance manuals are required is N/A
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GCC 58.2	The amount to be withheld for failing to produce "as built" drawings/and or operating and maintenance manual by the date required in GCC 58.1 shall be N/A
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GCC 59.2 (g)	The maximum number of days is: Twenty-Eight (28) consistent with the general conditions (g) of this contract.
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GCC 60.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, shall be: 10%
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(Signature)

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