



FUNDED BY
THE NATIONAL ROAD FUND OF LIBERIA
(NRF)

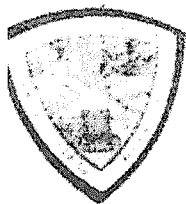
FOR PERIODIC MAINTENANCE OF PRIMARY,
SECONDARY & FEEDER ROADS AS LOT # 10
JOABO TOWN TO PUTUKEN IN GRAND GEDEH
COUNTY (72KM)

JD CONSTRUCTION COMPANY
&

BETWEEN THE MINISTRY OF PUBLIC WORKS

Contract No: MPW-W-0032-21/22

Republic of Liberia
MINISTRY OF PUBLIC WORKS
Monrovia, Liberia





1. Agreement
2. Letter of Acceptance
3. Contractor's Bid
4. Special Condition of Contract
5. General Condition of Contract
6. Specifications
7. Drawing
8. Priced Bill of Quantities

Table of Content

149

CC

CONTRACT AGREEMENT

This Agreement is made and entered into this _____ day of February, A. D. 2022, between the Government of the Republic of Liberia, by and through the Ministry of Public Works represented by its Acting Minister, Hon. Ruth Coker-Collins (hereinafter known and referred to as the "Employer") and JD Construction Company, a company registered and licensed to undertake construction works in Liberia, represented by its General Manager/(E.O. Mr. Steve B. Davis (hereinafter known and referred to as the "Contractor"), and they shall be jointly referred to as the "PARTIES", hereby;

WITNESSETH:

WHEREAS, the Employer desires to perform a Periodic Maintenance of Primary, Secondary & Feeder Laterite Roads, from Jaobo Town to Putuken in Grand Gedeh County, which covers MPW-W-0032-21/22 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, JD Construction Company was contracted for the Periodic Maintenance of Primary, Secondary & Feeder Laterite Roads, from Jaobo Town to Putuken in Grand Gedeh County, which covers Seventy-two Kilometers (72km) consistent with the contract documents attached;

WHEREAS, cognizant of the need for the Maintenance and construction of additional feeder roads within the Republic of Liberia;

WHEREAS, the Ministry of Public Works and JD Construction Company, Inc. have mutually agreed to use this Contract for the maintenance of Primary, Secondary & Feeder Laterite Roads, from Jaobo Town to Putuken in Grand Gedeh County, which covers Seventy-two Kilometers (72km);

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

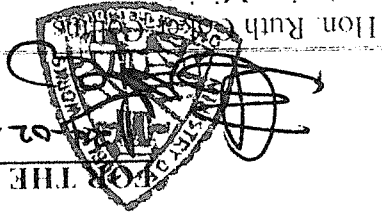
NOW THEREFORE, in consideration of the mutual promises, the Government of the Republic of Liberia, by and through the Ministry of Public Works and JD Construction Company, Inc. for good and valuable consideration, mutually consent to the following terms and conditions set forth below:

2022

53

FOR JD CONSTRUCTION & LOGISTICS COMPANY

Acting Minister



FOR THE MINISTRY OF PUBLIC WORKS

02-22

Date:

24-02-22

year written below:

In Witness whereof the parties hereto have caused this Agreement to be executed on the day and

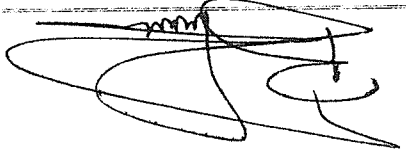
and in the manner prescribed by this Contract.
such other sum as may become payable under the provisions of the Contract at the time
One Million Three Hundred Thousand United States Dollars (US\$1,300,000.00) or
and completion of the Works and the remedying of defects wherein the Contract Price of
The Employer hereby covenants to pay the Contractor in consideration of the execution

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 all aspects of the
provisions of this Contract

2. 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 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

1. 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.





Mr. Steve B. Davis
Chief Executive Officer

Approved by the Ministry of Finance & Development Planning



Hon. Samuel D. Tweah
MINISTER

Attested to by the Ministry of Justice, R/L:


Clt. Musa F. Dean, Jr.
MINISTER

Date: Feb. 24/2022

2cc



REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS

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

Office Of The Deputy Ministry
Technical Services



RCC-DMTS&AM/MPW-RL/679/21

February 8, 2022

Mr. Steve B Davis
J.D Construction Company
Congo Town
Monrovia, Liberia

Dear Mr. Davis

Subject:

Notification of Award

This is to notify you that your bid submitted July 6, 2021 for the Periodic Maintenance of Laterite Road Lot 10 (Joabo Town - Putuken) in Grand Gedeh and Riverge Counties has been accepted as the "Most Responsive" after final approval from the PCC with a bid price of US\$1,300,000.00 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 advance payment Guarantee and signing of contract within the time frame will constitute a failure of contract formation and forfeiture of Bid Security.

Best regards,
Hon. Ruth Collier-Collins
ACTING MINISTER

MR STEVE B. DAVIS
Feb-10-2022

057

Bid Submission Form

Date: July 6, 2021
 IFB NO. MPW/W/NRF/ICB/011/20/21
 Periodic Maintenance (Laterite Roads)

To: Max T. Jardiah
 Director
 Procurement Unit
 Ministry of Public Works
 South Lynch Street
 Monrovia, Liberia

Having examined the Bidding Documents, including addenda N/A we offer to execute the Periodic Maintenance of Primary Laterite Roads from Joabo to Putuken (72KM) in Grand Gedeh County as Lot #10 in accordance with the GCC accompanying this Bid for the Contract Price of One Million, Three Hundred Thousand, One Cent (US\$ 1,300,000.01).

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 Ninety (90) days and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

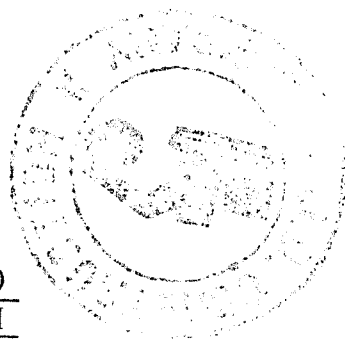
We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

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	NONE	(if none, state "none")
Amount and Currency	NONE	
Purpose of Commission or gratuity	NONE	



5/1

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: Mr. Steve B. Davis

Duly authorized to sign the bid for and on behalf of JD Construction Company

Date: 6th day of July, 2021

148

Special Conditions of Contract

A. General

GCC 1.1	The Defects Liability Period is Six (6) months	GCC 1.1 (m)
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 defects shall be Eighteen (18) Months from the date of contract signing.	
GCC 1.1 (u)	The Project Manager/Employer Representative is: Hon. Kausella Kilian Assistant Minister/Operations Ministry of Public Works South Lynch Street Monrovia, Liberia	
GCC 1.1	The Site is located from Joabo Town to Putuken (72km) in Grand Gedeh County, R/L	GCC 1.1 (w)
GCC 1.1 (z)	The Start Date shall be Fourteen (14) days after receipt of signed Contract.	
GCC 1.1	The Works consist of the Re-graveling, Culvert Installation, Drainage Maintenance and Concrete Structure repairs.	GCC 1.1 (dd)
GCC 2.2	Sectional Completions are Not Applicable	
GCC 2.3(i)	The following documents also form part of the Contract: 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 to be provided for the executive of the project: Project Manager-1	

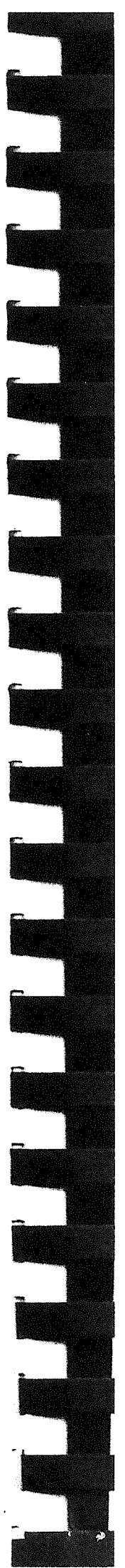


KG

Site Engineer-1 QC Engineer-1 Surveyor-1 Foreman-1 First Aid Officer-1	GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials; (b) For loss or damage to Equipment; (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract; (d) For personal injury or death; (i) of the Contractor's employees; As provided by the General Conditions of Contract count 13.	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	Institution whose arbitration system shall be used: Association of Liberian Construction Companies The place of arbitration shall be: Monrovia, Liberia	GCC 26.1	Appointing Authorities for the Adjudicator: President of the Association of Liberian Construction Companies	GCC 27.1	The contractor shall submit for approval a program for work within 14 days from the date of the Letter of Acceptance	GCC 27.3	The period between the program update is 30 days. The amount to be withheld for late submission of an updated program is 5% of contractor amount.	C. Quality Control
---	-----------------	--	-----------------	--	-----------------	---------------------	-----------------	--	-----------------	--	-----------------	---	-----------------	--	-----------------	---	-----------------	---	---------------------------

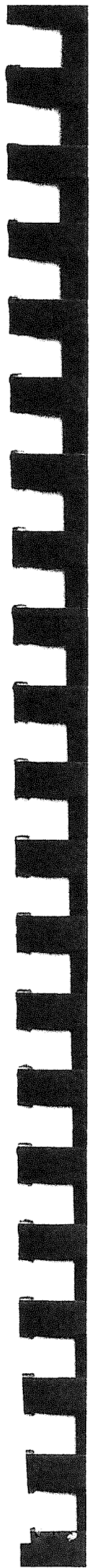


CC



GCC 35.1		The Defects Liability Period is: Six (6) Months from the completion date
D. Cost Control		
GCC 42		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: a. The Contractor shall submit to the Project Manager Interim Payment Request statements amounting to 15% of the estimated value of the work executed less the cumulative amount certified previously; b. The Project Manager shall check the Contractor's interim payment request and certify the amount to be paid to the Contractor following valuation of the works executed for the period; c. The value of work executed shall be determined by the Project Manager and the request for payment shall not exceed 15% of the of the estimated completed value of works; d. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities; e. The value of work executed shall include the valuation of Variations and claims approved by the Project Manager; 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 Public Works
GCC 43		All Payments shall be adjusted for deductions for of 10% representing Retention.
GCC 46.1		The currency of the Republic of Liberia country is: United States Dollars.
GCC 47.1		The Contract is not subject to price adjustment in accordance with GCC
GCC 48.1		The Proportion of payment retain is 10%
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.
GCC 50.1		The Bonus for the whole of the Works is $\frac{N}{A}$ of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is $\frac{N}{A}$ of the final Contract Price.
GCC 51.1		The Advance Payments shall be 20% and shall be paid to the Contractor.

	*****Note: The advance payment shall be subject to the submission of Bank Guarantee from a Reputable Commercial Bank of the equivalent of the Amount to received	GCC 52.1	E. Finishing the Contract	
			The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents	
			The date by which operating and maintenance manuals are required is N/A	GCC 58.1
			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	GCC 58.2
			The maximum number of days is: Twenty-Eight (28)	GCC 59.2 (g)
			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%	GCC 60.1



53

1