

Republic of Zambia
Ministry of Works and Supply
Roads Department
Labor-based Routine Maintenance Contract Agreement

1) *Parties to the Agreement*

1.1 **The Employer:**

The Roads Training School for and on the Behalf of the Government of the Republic of Zambia.

1.2 **The Contractor:**

C. Kalangwa - Box 33545, Lusaka

1.3 **The Employer's Representative:**

The Project Manager/Supervisor is-The Labor Based Component (3), Road Sector Programme.

2) *Conditions of Contract:*

2.1 The Contractor agrees to carry out routine maintenance in accordance with instructions given in section (3) hereof on the following section of the Makeni to Kafue Highway, for the amount of Kwacha 1,059,150.00

- **Section of Road: Makeni turn-off to Kafue**

- **Chainage: 30/000 Km to 40/0000 Km**

- The limits of this road section have been indicated by the Employer to the Contractor on site.

2.2 **Type of Contract:** This contract is deemed to be a **fixed price contract** and the Contractor must allow his tender for any increase(s) in the cost of labor, tools and transport during the contract period. No claim for increased costs will be entertained with the exception of increased costs arising from fluctuations in duties. Fluctuations in duties can only be authorized by the Employer or the Project Manger through written Site Instructions.

Appendices to this contract:

(1) *List of tools on loan to the contractor*

(2) *Contract (Insurance details, Personnel regulations and Damage clause, etc.)*

- (3) *General Guidelines to the Contractor*
- (4) *Labor-based Maintenance- Handbook*
- (5) *Road Inspection and Job detailing Report*

2.3 **The Contract Price:** Will be lump sum deemed to have been calculated in the manner set out above under 2.2 and constitute fair and reasonable compensation for all work described under Section (3).

2.4 **Mode of Payment:** The Employer agrees to pay the Contractor the sum of Kwacha **1,059,150.00** per month subject to satisfactory execution of the work defined in section (3). Payment will be made approximately **one week** after the end of each month and **shall be made in Zambian Kwacha only** and may be withheld if it is found on inspection by the project manager or designated supervisor that the contractor had not fulfilled his/her obligation under this contract. Payment will be effected by the National Roads Board on behalf of the Employer after the Project Manager has certified the Contractors claim (invoice). If the Employer fails to pay the Contractor the amount due certified by the Project Manager within 3 weeks of presentation of invoice/claim, the Contractor shall be entitled to stop work.

2.5 **Duration of the Contract:**

The duration of the contract will be for a period of one month and will be automatically extended month by month unless terminated by the Employer or the Contractor by two weeks notice on either side. (Refer 2.4 and 2.9)

2.6 **Start and End of Contract:**

The Contractor shall take possession of the site and commence with practical work not later than one week after signing of the contract, which is in this case expected to take place on 6th September, 1995. This contract will not be extended beyond 31st December, 1995, unless the National Roads Board will agree to continue funding of the maintenance works.

2.7 **Conditions of employment of local labor:**

The Contractor is bound by the labor regulations and social legislation which are in force in the country. In particular, he or she shall comply with the following rules: hours and conditions of work, wages and benefits, general health regulations, safety and health precautions. The Contractor shall provide the workers with adequate protective clothing for work on highly trafficked road.

2.8 **Insurance:**

The Contractor shall, at his own expense and without any extra payment over and above the agreed contract price, take out suitable insurance to protect the public and the Employer against any liability, loss or claim which might result from the execution of the work and is due to negligence, omission or default on the part of the Contractor or of any person for whom the Contractor is responsible. The Contractor shall also take out appropriate insurance to cover work accidents and injuries which might befall his own staff (workers). The Contractor shall submit Policies and Certificates for insurance to the Project Manager for acceptance before the starting date and afterwards as the Project Manger instructs.

2.9 **Low Performance Damages/Penalties**

If a Defect included in the monthly assessment certificate shows low performance with respect to a performance level stated in the Activity Schedule, the Contractor pays the Amount of low performance damages stated in the Contract Data.

2.9.1 **Termination of Contract:**

The Employer may, by two weeks notice in writing terminate the contract if the Contractor fails to make satisfactory progress or suspends the works without good cause, or shall persist in performing work of unacceptable standard.

2.10 **Disputes:**

If a dispute shall arise between the Project Manager and the Contractor which cannot be resolved by them, the matter shall be referred to the Director of Roads, Roads Department for his decision. If still unresolved, the dispute shall be referred to an independent arbitrator acceptable to both parties. Costs incurred with be charged to the losing party.

2.11 **Retention Money:**

The amount of K 333,650.00 will be retained each month, i.e., deducted from the assessed amount due to him each month which is the Contract Price in form of monthly Lump Sum less eventual damages/penalties.

2.12 **Progress Report:**

The Contractor shall prepare a monthly Progress Report and submit the said report to the Project Manager the first week of the following month. Failure to produce the progress report shall mean retention of payment owed on future certificates until the situation is rectified.

2.13 **Valuing the Works:**

At the time of the valuation, the activities listed in the Activity Schedule are to be assessed and agreed between the Project Manager and the Contractor. The sum of the amount due plus any moneys due to late payments less eventual liquidated damages and retention shall be total amount due to the Contractor each month.

3) ***Specifications/Description of work:***

3.1 **General Instructions to the Contractor:**

3.1.1 **-Statutory Obligations:** Comply with all statutory obligations and the regulations of the Government or Local Authority, Public Service Official body relating to the execution of the works, both on and off site.

3.1.2 **-Use of Site:** Do not use the site for any other purpose other than carrying out the works mentioned in the contract. Do not display or permit advertisements to be displayed without the consent of the Employer.

3.1.3 **-Safety Measures and Traffic Control:** Take all precautions necessary to ensure the safety of all persons engaged upon or visiting the works. Observe strictly the safety regulations of the Government and Local authorities when work is being carried out on or close to the carriageway. It is the Contractor's responsibility to see that adequate measures are taken to warn and protect road users and maintenance workers. He/She should instruct all workers in safety measures, including traffic control and the use of temporary road signs.

3.1.4 **-Adjoining Property:** Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the Project Manager and the owner of the adjoining property at the Contractor's expense.

3.1.5 **-Existing Features:** Protect existing structures, fences, gates, walls, services, cables and other features on the site which are to remain in position during the execution of the works.

3.1.6 **-Trees and Shrubs:** Protect and preserve all trees and shrubs except those directed by the Project Manager to be removed. Replace any trees or shrubs damaged when requested by the Project Manager.

3.1.7 The Contractor shall provide the services of (10) ten lengthmen and (2) two support staff at all times, who shall each be working (8) eight hours per day, (5) five days a week on activities described below under the Activity Schedule.

3.1.8 -**Supervision of Contracted Works:** With regards to supervision of the contracted works, the Project Manager will be assisted by designated staff from the Provincial Road Engineer's Office - Lusaka Province. The Project Manager shall inform the Contractor in writing of the name of the Overseer assigned to supervise works.

3.1.9 -**Payment for Extra Works or Variations:** The Project Manger is entitled to make any variations on the quality or quantity of works. Additional works shall be valued at the rates marked in Annex (1) Schedule of Rates and Prices. If the contract does not contain nay rates or prices applicable to the varied work, suitable rates or prices shall be agreed upon between the Project Manager and the Contractor. All instructions pertaining to extra work or variations must be in writing by the Project Manager.

3.2 **Work to be carried out/Activity Schedule:**

3.2.1. -The Contractor shall carry out routine maintenance on the section of the road specified under (2.1) and in accordance with the principles of the Lengthman system, i.e., the Contractor shall deploy (10) ten maintenance workers, and (2) two support staff along the above mentioned section of the Kafue Highway who shall each be working as mentioned under 3.1.7 Failure by the Contractor to comply with the above, i.e., to deploy 10 + 2 workers at the hours stipulated above shall mean the Project Manager will apply damages as per appendix 2.

3.2.2 -**Carriageway, Verges and Footpaths:**

- Put up temporary warning signs around the work area before work starts in the morning.
- Sweep loose material and objects (garbage and debris) from the pavement surface daily.
- Collect garbage and debris and transport to approved dumping place on a daily basis.
- Do not carry out any other work on the above areas than described above without special instructions by the Project Manager.
- Remove temporary warning signs at the end of the day or earlier if work is completed.
- Yellow/Orange colored safety vests or overalls to be worn by workforce.

3.2.3 -**Drains and side slopes:**

- Clear and remove garbage and debris from paved drains.
- Clean and repair (earth) side drains including side slopes to original depth and shape. Pull out shrubs and young trees by the roots and cut long grass with slasher. (Do not use hoe to remove grass from side slopes and drains, but use a slasher to cut if short).
- Repair erosion of side slopes by replacing plus ramming of soil and planting of grass. (Grass runners or seed are not included in the Lump Sum).
- Clean and repair existing mitre drains.
- Construct new mitre drains if so instructed in writing by the Project Manager.

3.2.4 **Culverts:**

- Remove all silt and debris from culverts including: barrel, inlet, outlet and discharge channels.
- Refill any erosion in discharge channels with stones or other suitable materials well rammed as directed by the Project Manger.
- Repair masonry work on culverts as necessary including: headwalls, wingwalls, aprons, curtain walls and erosion protection if so instructed by the Project Manager.

3.2.5 **Landscaped Areas:**

- Weeding plus tillage in all shrub areas.
- Make sure tree plus shrub basins are formed properly to prevent water loss after watering.
- Remove all cut grass and dead wood from tree plus shrub basins to prevent termite attack.
- Report any sightings of termite attack or other infestation so that action can be taken to control it quickly.
- Cutting (slashing) all landscaped areas plus removal of cut grass to prevent fires.
- Removal of all weeds and debris from landscaped areas.

- Planting of new trees, shrubs and grass if so instructed by the Project Manager. The cost for new plants are not included in the Lump Sum price.
- The Contractor shall collect and transport all weeds and debris mentioned above to approved disposal site on a daily basis.
- In addition to the above mentioned activities, the Contractor shall carry out works listed in the attached Road Inspection and Job Detailing Report (Appendix 4).

3.2.6 **Erosion Protection:**

- Repair and scour-checks and adjacent scour with stones and other suitable materials, as directed by Supervisor.
- Repair erosion protection, such as dry or cement bound Rip-Rap and stone-Pitching.
- Repair erosion of side slopes by replacing plus ramming soil, and planting of grass.

3.2.7 **Watering:**

- Watering of plants, trees, shrubs and grassed areas shall be the responsibility of Roads Training School and the Provincial Roads Engineer but should be coordinated with the Contractor.
- The Contractor shall be held responsible for any damages to trees, shrubs and grass resulting from failure by the above parties to carry out watering on a regular basis.

3.2.6.1 The Contractor shall use the Labor-Based Routine Maintenance Handbook as a guide for execution of his work where applicable. The Handbook is available free of charge from Labor Based Component (3)/Roads and Training School. (Appendix 5)

3.2.7 **The boundaries of the site are:**

- Length: **30/000 Km to 40/000 Km**
- Width: **The road reserve limits.**

3.2.8 **Communications:** All correspondence pertaining to the execution of this Contract shall be in writing and addressed the Project Manager:

Roads Training School/Labor Based Component (3)

**P.O. Box 30918
Lusaka**

The parties hereto having read and understood the condition of this Contract, hereby signify their agreement hereto.

Signed thisDay, of the Month19.....

Signature of Employer.....

Signature of Contractor.....

Witness.....

Witness.....