

**Republic of Liberia**  
**Montserrado County**

## **CONSULTANCY CONTRACT**

This **MEMORANDUM OF UNDERSTANDING**, also known as “**CONSULTANCY CONTRACT**” is made and entered into this 29<sup>th</sup> day of September A.D 2025, by and between **National Transit Authority**, a Public Corporation, owned by the Government of Liberia, represented by Its Managing Director , Hon. Edmund F. Forh, located on the Japan Freeway of the Township of Gardnersville, County of Montserrado, hereafter known and referred to as the “Entity” and **Mr. Leslie V. Shaka** a CEO of LYM Incorporated Civil Engineer Company of Rehab, Paynesville City, Montserrado County, Republic of Liberia hereafter and referred to as the “Contractor”. The Entity and Contractor are also herein after collectively known and referred to as “Parties”

### **WITNESSETH**

**WHEREAS**, the ENTITY is in need of a contractor with the requisite expertise to do the supervision of the construction of its new and modern Machine/Generator room and office facility.

**WHEREAS**, the CONTRACTOR has expressed its willingness to provide supervision of the construction of the new and modern Machine/Generator room and office facility for the ENTITY;

**NOW, THEREFORE**, the parties hereto covenant and mutually agree to the following terms and conditions, as follow:

### **ARTICLE I** **SCOPE OF PERFORMANCE:**

It is mutually understood and agreed by the Parties hereto that the scope of performance and the nature of the services to be rendered by the contracting parties shall include as indicated below:

The contractor shall supervise the entire construction of the new and modern Machine/Generator room and office facility for the ENTITY.

#### **Count 2**

#### **Duration**

This contract shall remain in effect for the completion of the new and modern Machine/Generator room and office facility.

#### **Count 3**

#### **Contract Value**

That the contractor has agreed to accept the amount of **US\$4,138.78 (Four Thousand One Hundred Thirty-Eight United States Dollars Seventy-Eight Cents)** for the supervision of the new and modern Machine/Generator room and office facility from start to finish;

#### **Count 4**

#### **Mode of Payment**

That the Entity shall pay the amount of **US\$4,138.78 (Four Thousand One Hundred Thirty-Eight United States Dollars Seventy-Eight Cents)** to the Contractor for the consultant services and supervision to be rendered;

- The first installment payment of **One Hundred Thirty-Four United States Dollars Seventy Cents (US\$ 1,034.70)** representing 25% shall be paid upon the completion of the foundation, including the casting of the floor.
- The second installment payment of **One Hundred Thirty-Four United States Dollars Seventy Cents (US\$ 1,034.70)** representing 25% shall be paid upon the completion of the first floor, including the casting of the slab.
- The third installment payment of **One Hundred Thirty-Four United States Dollars Seventy Cents (US\$ 1,034.70)** representing 25% shall be paid upon the completion of the second floor, including the roofing work, when the toilet facility is fully completed.

**United States Dollars Seventy-Eight Cents (US\$4,138.78)** shall be withheld by the Client and remitted to the APPROPRIATE REVENUE AUTHORITY OF THE GOVERNMENT OF LIBERIA and a flag receipt obtained therefrom shall be given to the Consultant by the Client, as evidence of the Consultant's payment of the appropriate tax.

It is mutually agreed by the Contracting Parties that before any payment is made, there should be a job completion or attestation notice from the GSD section.

It is mutually understood and agreed by the Contracting Parties herein that failing on an amicable settlement, all disputes arising out of this Consultancy Service Contract shall be submitted to Arbitration in accordance with chapter 64. ARBITRATION, Title 1, Liberia Code of Laws Revised.

It is also mutually understood and agreed by the Contracting Parties that either party reserves the right to terminate this contract for cause, upon the aggrieved party serving fifteen (15) days written advance notice on the other party. Also, both parties shall maintain the confidentiality of all financial information shared during this engagement.

In the event of force majeure, the Parties hereto mutually agree that the performance of this Contract shall be suspended until normal conditions are restored.

- Force majeure is herein defined as natural disasters, acts of God, war, civil disturbances which shall hinder, delay or make impossible the performance of this Contract.
- Any time which may be lost due to the occurrence of force majeure shall be added to the remaining time of the contract

The Parties agreed that the governing law of this Legal Service Contract shall be the Laws of the Republic of Liberia.

This instrument contains the entirety of the agreement between the Parties hereto and it is intended to be the complete and exclusive statement of the terms and conditions of this Consultancy Service Contract. There are no other agreements or understanding(s), [oral or written], between the Parties in respect of transaction. No modification or verification hereof shall be valid unless the same is expressly agreed to and approved by the contracting Parties in writing. This Contract supersedes all other communications, oral or written, in connection with this Consultancy Service Contract.

This Consultancy Service Contract shall be binding on the Parties, their heirs, administrators, executors, legal representatives, successors-in-office and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this \_\_\_\_ day of September A. D. 2025.

IN THE PRESENCE OF/ WITNESSES:



69/29/25

**Hon. Edmund F. Forh**  
Managing Director  
National Transit Authority (NTA)

