**SUBMITTED TO**

**THE DEPARTMENT OF CIVIL ENGINEERING**

**COLLEGE OF ENGINEERING**

**AFE BABALOLA UNIVERSITY**

**ADO-EKITI, EKITI STATE.**

**By**

**Ibrahim Bala Abdul-salam**

**17/sci01/038**

Adjudication: A Dispute Resolution Mechanism for Infrastructure

Development in Nigeria

ABSTRACT

Adjudication is an alternative dispute resolution method introduced by the judiciary. The study

evaluates the essential frameworks from the contractual and legal aspect, it talks about

applicable skills and on hand training that could be offered, and ascertains the important and

impact in the practice of adjudication. Adjudication emerges to have been accepted in the

Nigerian construction sector, however it is concluded that the sector has not being able to realize

the full potential of adjudication, the main reason for this is lack of Information.

This paper is aimed at exploring requirements for the full realization of the potentials required

for adjudication.

Key Words: Adjudication, Alternative Dispute Resolution, Nigerian Construction Sector,

Litigation, Conflicts, Infrastructure Development

INTRODUCTION

In the process of doing business, it is anticipated that differences of opinions will arise

intermittently among business partners or connected persons. However, it is a known fact that

commercial disputes are universal and frequent; the way and manner they are dealt with can

have a philosophical impact on the outcome of the business. It is proven that unresolved disputes

are factors affecting business ventures, scare investors and also affect the stock market

performance of a registered business.

Disputes are normally an unavoidable part of human dealings which may be naturally domestic,

civil, commercial or economic in character. Litigation has been the conventional process of

settling disputes, which may arise as a result of defaulting (sometimes not deliberate) by an

accomplice. Ultimately, the procedure of litigation has turn out to be guzzling time, costly and

weighty which leads to overcrowding and setback in passing their resolutions.

According to Uff (2005), increase in globalization and the contemporary business world has

been a reason in the improvement of more flexible way of resolving disputes that provide

alternatives to court-based litigation governed by the law and procedure of a specific country.

For the first time in Nigeria, Adjudication and other forms of Alternative Dispute Resolution

(ADR) is backed up constitutional in section 19(d) of the Constitution of the Federal replublic of Nigeria (CFRN) 1999 and it provides for the settlement of disputes by Arbitration, Mediation,

Conciliation, Negotiation and Adjudication.

According to Odiri (2004), every business sector which brings people together to work and

achieve a common goal, there is likelihood that disagreement, variance and arguments may

arise. These factors are common in the construction sector. As you may know, conflict and

dispute may perhaps signify same meaning since the duo involves a disagreement over some

issues at hand. However, there are various theoretical dissimilarities between the two terms.

Conflict as it is explained, subsists wherever there is an incongruity of concern. The Oxford

English Dictionary describes conflict as a serious disagreement or argument; a prolonged armed

struggle. However, Suleman (2015) is of the view that a thorough assessment of the socio-

political atmosphere of the construction sector in Nigeria disclosed growing occurrences of

varied opinions and disagreements among stakeholders. In turn, this also explain that the

implementation of Infrastructural Development master plan for Nigeria led to the Increase in

Economic activities in and around the construction sector and relationships needs to be managed

so as to understand the clauses that makes up contracts being signed by parties whom have come

together for a common goal.

Adjudication was introduced into the FIDIC, NEC and GCC conditions of contract as the

standard means of dispute resolution early 2000 as an international rule practice. Adjudication

as it is known is comparatively a new model which is not implicit as all adjudicators are well

trained and have experience in the other forms of dispute resolution. The rationale behind this

paper is to examine the requirements on how to apply adjudication in construction and

Infrastructure development in Nigeria. To aid this, the researcher reviewed the essential

framework and other permissible factors, discusses significant skills and available training, and

establishes the impartation of adjudication in Nigeria.

The need for Adjudication in Nigerian Construction and Infrastructure Development

Kconflicts

This section starts with a reflection of the need for adjudication in construction and

Infrastructure development in Nigeria through the following questions:

* How does the construction industries in Nigeria understand adjudication, how is it

differentiated from other types of dispute resolution,

* Is adjudication sufficiently offered for in the contractual and legal framework?
* Are there sufficient adjudicators and relevant trainings available on adjudication in

Nigeria?

**Assumption**

Construction industries in Nigeria does not apprehend the complete prospective of adjudication

because it is not commonly practiced. According to Uff (2005), adjudicate is to make an official

decision about who is right in a disagreement between two groups or organizations. Recently,

adjudication emerges as a type of alternative dispute resolution (ADR) available to theconstruction industry in Nigeria. Povey (2005) explained that there are more meanings to the

definition than how it is understood. It further explained that an adjudicator is expected to:

* Arrive at a free & fair decision.
* Act without prejudice and in accordance with the rule of law Initiative.

**Review of literature on Nigerian construction industry**

 According to Dantata (2008), the construction sector is a key sector for the Nigerian economy. The construction sector, according to DBIS (2013), is defined as: (i) construction contracting industry; (ii) provision of construction related professional services; and (iii) construction related products and materials”. The construction industry is a system containing all the practitioners including the clients, the contractors, sub-contractors and consultants, and those in the manufacture, supply and distribution of construction materials. It also includes the construction training schools from technical to research institutes, to polytechnics and to universities.The construction industry can be divided into three major segments. These include; construction of building by Building Contractors, or General Contractors. These contractors build residential, industrial, commercial, and other buildings. The second category is the Heavy and Civil Engineering Construction Contractors that build sewers, roads, highways, bridges, tunnels, and other projects. Specialty Trade Contractors who perform specialised activities relating to construction such as carpentry, painting, plumbing, tiling, and mechanical and electrical works form the third segment. Those that lease heavy earth moving equipment, plant and machineries for construction purposes are also in this category (Austin et al, 2003).Construction industry in Nigeria is neither organised nor controlled. There is no clear cut between the contractors and some of them are just in business to make profit irrespective of the nature of work (Oyedele, 2012). In 1985, Julius Berger Nig Plc, a major player in the construction market in Nigeria, supplied Mercedes Benz saloon cars to the federal government. Though major construction companies in Nigeria segregate jobs by scope, internationally, market segregation has gone from scope to specialisation in the industry. For example, Redrow, popular United Kingdom builders, will not go out of residential buildings construction and Lang O’Rourke will not do anything other than Public-Private Partnership (PPP).The Nigerian construction industry major players are the foreign ones. According to Nnabugwu (2013), the federal government has warned indigenous construction companies in Nigeria to desist from recruiting foreign labourers as it is against the tenets of building local capacities. The federal government is culpable in lack of local capacities building of indigenous contractors by giving preference to foreign companies in the award of her major jobs.The construction industry is very sensitive to economic change. It is the first sector to notice economic depression, without government intervention, in any nation and the last to enjoy economic boom, without government interference. It therefore, requires heavy financial back-up either from government, infrastructure bank and/or the industry. The construction sector in the UK has been affected disproportionately since the recession of 2008. In 2007, the construction sector accounted for 8.9% of the UK’s GVA but by 2011 the sector’s contribution had decreased to 6.7%. In early 2012, the construction contracting industry in the UK returned to recession for the third time in 5 years.The Nigerian construction industry is not controlled as anybody can build any structure without government knowledge or observance of building code stipulations. This practice has led to incessant

building collapse with great casualties in Nigeria (Nwachukwu, Emoh and Egolum, 2010) despite the promulgation of National Building Code 2006. In the seventies and early eighties, major construction jobs were done by expatriate (foreign) contractors who observed ethics of the profession. Buildings were not erected on natural drainages because of the future implication and the integrity cost to the builders/contractors. Nowadays, there are many ‘emergency contractors’ (both foreign and indigenous) in the industry who lack integrity and do not observe ethics.The industry is underfunded. Major players in the industry have cried loud about this underfunding of the construction industry in Nigeria and have suggested setting-up Bank of Construction like Bank of Industry (BOI) and Bank of Agriculture (BOA). This underfunding led to wide national road infrastructural gap and 17million housing deficit as at 2011 (World Bank report, 2012). The industry is unprofessional (NIOB, 2014). There are many non-professionals bragging as contractors in Nigeria. Dantata (2008) stated that “with double digit growth rates in the last 3 years, the construction industry has outgrown all other sectors of the Nigerian economy. However, its contribution to the Nigerian GDP and employment of labour are still very low. Despite its impressive performance, the industry faces a significant number of challenges including lack of local skilled labour, power shortage, the unavailability of materials, and the unethical practices that are very common in the industry”. The Construction Skills Certification Scheme (CSCS) which is viewed by construction employers as the best approach to tackling the skills crisis (Mackenzie, Kilpatrick and Akintoye, 2000) is not practiced in Nigeria.Nigeria construction industry is laden with vertical, lateral and diagonal adversaries. Vertical adversary exists between contractors and sub-contractors or site manager and tradesmen. Lateral adversary exists between clients and contractors or bricklayers and plumbers and electricians and carpenters. Diagonal adversary exists between manager in a mechanical consultancy firm and tradesmen in an electrical consultancy firm and vice-versa or between a manager in the general contractor’s firm and a lower cadre staff of the consultants or the manager of a consultancy firm and a tradesman.The industry is primitive which allows several opportunities to exist especially in the building materials manufacturing, supply chain management, ICT, education, and subcontracting sectors without tapping. Akintoye and Black (2000) opined that “it appears that construction supply chain management (SCM) is still at its infancy but some awareness of the philosophy is evident”. The suppliers, contractors and sub-contractors are not integrated and lack team-work, team-spirit, team-players and are not team-oriented which considerably affect team-focus and team-goals. The industry is slow in adopting change and has not fully adopted project management (Oyedele, 2012), LEAN operations, Six Sigma, Marketing Management, Quality Management, Strategic Management, Contracting Management and e-commerce.It is highly litigious and has high appearance record in Nigerian courts. The construction industry in Nigeria has high rate of entry and exit by contractors according to the Corporate Affairs Commission (CAC) records. The industry also has high turnover of employees. According to News Agency of Nigeria (NAN, 2011), Mr Babatunde Liadi, the Secretary General of The National Union of Civil Engineering, Construction, Furniture and Wood Workers, opined that “40,000 members of the union have been thrown into the labour market in the past two years because of abandoned projects. He cited the Sango-Ota road, the bridge on Lagos-Abeokuta Expressway and the Abuja-Lokoja Road as examples of abandoned projects” which have rendered construction workers jobless.Construction project finance in Nigeria is majorly a public affair with government controlling over 80% of construction start (Oyedele, 2013). Apart from construction of building and offices where the private sector contributes meagerly, major construction works like construction of roads, bridges, dams and extensive residential estates like Gwarimpa Estate Team 1 to 7, rehabilitation of Rainbow City in Port Harcourt, Rivers State, are only done by governments.3

The life-span of construction projects in Nigeria is unpredictable. There are many abandoned projects all over due to improper planning, litigation and lack of finance. Construction projects suffer from “capital flight, capital stagnation and capital sink” (Oyedele, 2013). Capital flight occurs due to imported materials and imported technical inputs into construction projects. Capital sink occurs due to bad planning, mis-procurement, wrong location of projects and over-design in construction. Inflated contract sums and abandoned projects due to bad cash-flow are all parts of capital sink. Capital stagnation occurs where a project has a time over-flow more than necessary. There is also no succession plan in Nigeria public projects leading to a lot of abandoned projects and completed projects not utilized. The law that will make it compulsory for a successor in government to carry on the projects of his predecessor is not in operation.

**1.Methodology**

The methodology for this research is the qualitative and quantitative research methods. Monkey survey was adopted to extract data for analysis from the respondents. E-mail Questionnaires which were developed using Monkey survey software were sent to participants in the construction industry. The first part of the Questionnaires dealt with qualification and year of experience of the respondents. The questions asked bothered on position in their organisations and years of experience of the respondents in construction industry. It was stipulated in the Questionnaires that anybody that does not have minimum of 10 years experience cannot proceed to the next part on the next page. A question also requested the respondents to state their category, client, contractor or consultant.Ninety-eight Questionnaires were received from all the six geo-political zones in Nigeria and were organised in a manageable form for analysis. Respondents were required to choose the problems of construction industry applicable to Nigeria from a list of 62 problems identified from literatures and to state more problems that were not identified by literatures. Rensis Likert scale of 5 points for strongly agree, 4 points for agree, 3 points for undecided, 2 points for disagree and point for strongly disagree was adopted. Percentages, frequencies and points were also adopted for interpretation of data.

**1.1.The foundation of Adjudication**

Gould (2006) explained that there has been an expression of various views concerning the

foundation of adjudication. However, Maritz (2007) is of the opinion that the main aim of

adjudication is to bring parties on a table and agree on the terms of payment since payment has

been an issue in construction and Infrastructure development in Africa. Gaitskell, (2005)

explained that in the 1970’s, Adjudication was used in the United Kingdom as a medium to

mediate between contractors and sub-contractors resolving payment problems upon completion

of works and hand over. However, Adjudication was considered expensive in the United States

due to cost associated with paying for legal fees and it led to emergence of dispute resolution

boards in the 1960s.

**1.2.Benefitsof Adjudication**

In Construction and infrastructure development, stakeholders are striving hard to make sure they

do not run into issues that would result to any dispute resolution process, however, if need be,

they would prefer to go through adjudication. Butler & Finsen (1993) outlined the following

factors as the benefits of adjudication:

* Experience of Members of the Adjudication Panel
* Lower cost associated with the process
* Shorter turnaround time
* The process is convenience and flexible for parties in dispute
* Limited publicity

 Table 1 below shows the three tiers of adjudication application according to M’khomazi. able 1: The Umbrella Bodies (UK).

|  |  |  |
| --- | --- | --- |
| **Stage of Application** | **Forms Of Contract Reviewed** | Verdict |
| Forms of contract | * JBCC 2005
* GCC 2004
* FIDIC '99 "Red Book"
* NEC 3 "Black Book”
 | Adjudicator's (or DB's) appointment: by the parties, otherwise by a named authorityAdjudicator's conduct; impartial, independentInquisitorial: can ascertain the facts and the lawAdjudicator not liable and not called as witnessDispute scope: anything under contractDecision: immediately binding |
| International guidelines | * JBCC, CIDB
* DUDF, AAA
* ICC, World Bank CUB

(UK) | More detail than forms of contractProcedural and administrative aspectsFunding institutions may prescribe |
| Legislation | * UK
* Singapore
 | Conditional payment clauses outlawed (e.g. pay-when-paid)Establishing minimum payment termsEstablishing statutory adjudication systemRemedies available for non-payment |

\*AAA - American Arbitration Association; DRBF - Dispute Resolution Board Foundation; ICC -

International Chamber of Commerce; CUB - Construction Umbrella Bodies (UK).

**1.3.Skills and Techniques Required by Adjudicators**

An assessment was drawn from information on adjudication skills and training from selected

institutions, such as the:

* New Engineering Contract (NEC)
* Chartered Institute of Arbitrators (ClArb)
* The International Federation of Consulting Engineers (FIDIC)
* American Arbitration Association (AAA)
* Nigerian Society of Engineers (NSE)

The following skills are required:

* Formal Legal Training & Experience
* Continuing Professional Development (CPD) as an on-going requirement has become

universal

* Contract Administration and Management Experience

However, with the exclusion of court-possessed modus operandi, ADR is in actual fact an

appearance of clandestine justice and it is not a surrogate to legal action. Van Langelaar (2001)

is of the opinion that, there is trepidation that the increase in the use of ADR which is also

known as private justice and it will ruin the advancement of legal standard and as a result

weakens the authority of the courthouse which in turn brings about constructive social change.

Another shortcoming of ADR is the reality that it can influence remedies that are bespoke to the

circumstances which law courts would not likely to award. In the process of ADR, the

committee of adjudicators may not be able to grant disciplinary damages to discourage comparable behavior in the nearest future. Only law courts are capable of awarding damages of this kind.

The drawbacks of ADR discussed are, nevertheless counteracted by the reality that ADR does

not admit to be a replace with litigation. As a matter of fact, it is set to complement litigation.

Per se, litigation is the foremost dispute resolution procedure in existence and will continue to

offer obligatory standards for circumstances leading to disputes in construction business in

Nigeria.

The research questionnaire was designed to accommodate the following Information:

1. Adjudicator background

2. Knowledge and Years of experience in Dispute resolution

3. Forms of contract and guidelines frequently used

4. Skills and techniques

5. Impact of possible resolution

**CONCLUSION**

Adjudication has come to be accepted in the construction Industry in Nigeria. However, more

cases which a result of default in the contract signed by parties reported to the law court should

be channeled to an ADR panel so as to enable the panel handle more cases.

**2. Strategies for Resolving Legal and Managerial Matters on Engineering Contracts**

If negotiation doesn't work and a problem turns into a dispute, you may decide to get help or take action to resolve it. This section looks at what you can do to take action and who can help you. This may be either an organization or a person who is not directly involved in the dispute.Depending on the outcome you want, your options may include:• ADR (alternative dispute resolution)• Consulting an expert• Sending a letter of demand• Hiring a debt collector• Going to court.An important thing to remember is to choose a dispute resolution method based on the outcome you want. If you want to preserve your business relationship and secure future work with the hirer, it is worth considering ADR. If you just want to get your money or finish the contract and move on, it may be better to use a debt collection service, a lawyer or, if necessary, take the matter to court. Often ADR is a wise approach because you may find that, in the long term, you will want to do business with that hirer again.

**2.1. Alternative Dispute Resolution (ADR)**

ADR is a term that describes a range of ways to settle disputes without going to court. It usually involves an impartial person, such as a mediator, who will help you and the hirer to discuss and resolve the issues between you. ADR may help you resolve your dispute before it becomes so big that a court or tribunal becomes involved. ADR can be used before, during and even after a court process. It can also help you and the hirer to maintain a working relationship so you can contract again in the future. Courts and tribunals also provide more formal ADR with qualified practitioners. In most cases, you and the hirer will be able to bring a support person or an adviser to your ADR session. The most common types of ADR are:Mediation: A qualified person designs and manages a fair process and you and the hirer are the experts on the dispute.Conciliation: A qualified person designs and manages a fair process and they, you and the hirer are the experts on the dispute – the conciliator may play an advisory roleArbitration: A qualified person designs and manages a fair process and the arbitrator is the expert on the dispute – the arbitrator makes a decision (which can be binding) on the information presented by you and the hirer.NB: ADR is for people who are ready to accept that they have different points of view and that it is worthwhile overcoming their differences so that they can keep their working relationship.

**2.1.1. Benefits of ADR**

• Can save time and money• Can be flexible and informal• Gives you and the hirer more control• Is confidential• Lets you and the hirer deal with emotions• Can narrow the scope of a dispute to the issues that matter to you and the hirer• Offers broader and more creative solutions• Helps you and the hirer preserve your business relationshipMediationMediation is the most common form of ADR. It is a confidential, informal process in which you and the hirer, with the assistance of an independent mediator:• listen to each other and are heard by each other.• Identify the disputed issues.• Develop options.• Consider alternatives.• Aim to reach an agreement if an agreement is appropriate.It begins with the mediator listening to each person separately to decide whether mediation will be suitable. Throughout the mediation you, the hirer and the mediator continue to check for suitability. During mediation, the aim is for you and the hirer to work together to reach an agreement or a solution to the problem that you can each live with.ConciliationConciliation is similar to mediation except that the conciliator has an advisory role. The conciliator may be legally qualified or have experience with, or professional or technical qualifications in, the subject area of the dispute. The participants in conciliation will often be accompanied by lawyers or other advisors.ArbitrationIn arbitration, you and the hirer present your arguments and evidence to an arbitrator, who may have a legal background or qualifications or expertise in the subject of your dispute.Arbitration is a more formal type of ADR and the arbitrator’s decision can be binding.Arbitration can be particularly useful where the subject matter of the dispute is highly technical. It can also help when a more formal, court-like procedure with greater confidentiality is required. In such cases, a person with expertise in the subject field may act as arbitrator.

**2.2. Intensive Negotiation**

Negotiations need to be carried out in a spirit of respect for each party’s point of view. The Principal’s representatives should be receptive to argument by the Contractor but rigorous in expecting validation of that argument, and vice versa. It is through the exploration and discussion of the facts that arguments are usually won or lost. Negotiation involves each party working to convince the other of their position. Typically each party moves towards a compromise position both can accept. Typically, a successful negotiation process usually results in the Contractor offering to settle the dispute for an amount that the Principal’s negotiators consider to be fair and reasonable and able to be justified to the Agency, but are always subject to final approval by the Agency. To avoid misunderstandings, a list of matters agreed, including payment and related issues, should be prepared at the time of negotiation and then formalized.

**2.3. Expert Determination**

In Expert Determination an independent industry Expert makes a decision about the dispute. The contract prescribes the Expert Determination process, however it is recommended that fresh negotiations be implemented in parallel with Expert Determination. Expert Determination was introduced into NSW Government contracts in the early 1990s. The NSW Government has found that Expert Determination generally results in satisfactory outcomes and is significantly cheaper and quicker than litigation. The standard forms of contract in the NSW Government Procurement System for Construction require the parties to refer unresolved disputes to Expert Determination. In other contracts, parties to the dispute can, at any stage, agree to have their dispute resolved through Expert Determination. Experience has shown that Experts focus on common sense, logic and facts, and do not require voluminous legal submissions (which do not necessarily correlate to improved outcomes and are frequently expensive). Whilst Expert Determination is generally far less expensive than litigation, the costs can still be significant and include:Costs of an industry professional with experience in preparing Expert Determinations, to manage the process and prepare submissions (this will usually be the Dispute Manager).Costs of legal advisers with experience in construction contract disputes to assist in preparation of submissions and possibly to prepare sections of the submissions.Costs of technical experts such as quantity surveyors and programmers to prepare expert reports to support submissions.Costs of project personnel, who may have to prepare statements, assist in preparing submissions and/or review submissions.Costs of the Expert. Given the unrecoverable costs involved in Expert Determination, well-informed, serious attempts at negotiation generally should be undertaken in parallel with the beginning stages of the Expert Determination process.

**2.4. Litigation**

Litigation is an expensive and time-consuming process. Careful consideration is required before initiating litigation. When litigation is contemplated or appears likely, the Dispute Manager is to provide an updated position paper to the Project Director.New negotiations, directed by the Project Director with advice from the litigation overview team, should commence as soon as practicable to attempt to resolve the dispute and curb accruing costs associated with the litigation process. The Project Director is ultimately responsible for engaging, briefing and giving instructions to the legal team as directed by the Agency, after input from the litigation overview team. Monthly, or quarterly reports as appropriate, are to be prepared on behalf of the Agency.

**2.5. Accommodating**

The accommodating strategy essentially entails giving the opposing side what it wants. The use of accommodation often occurs when one of the parties wishes to keep the peace or perceives the issue as minor. For example, a business that requires formal dress may institute a “casual Friday” policy as a low-stakes means of keeping the peace with the rank and file. Employees who use accommodation as a primary conflict management strategy, however, may keep track and develop resentment.

**2.6. Avoiding**

The avoiding strategy seeks to put off conflict indefinitely. By delaying or ignoring the conflict, the avoider hopes the problem resolves itself without a confrontation. Those who actively avoid conflict frequently have low esteem or hold a position of low power. In some circumstances, avoiding can serve as a profitable conflict management strategy, such as after the dismissal of a popular but unproductive employee. The hiring of a more productive replacement for the position soothes much of the conflict.

**2. 7.Collaborating**

Collaboration works by integrating ideas set out by multiple people. The object is to find a creative solution acceptable to everyone. Collaboration, though useful, calls for a significant time commitment not appropriate to all conflicts. For example, a business owner should work collaboratively with the manager to establish policies, but collaborative decision-making regarding office supplies wastes time better spent on other activities.

**2.8. Compromising**

The compromising strategy typically calls for both sides of a conflict to give up elements of their position in order to establish an acceptable, if not agreeable, solution. This strategy prevails most often in conflicts where the parties hold approximately equivalent power. Business owners frequently employ compromise during contract negotiations with other businesses when each party stands to lose something valuable, such as a customer or necessary service.

**2.9. Competing**

Competition operates as a zero-sum game, in which one side wins and other loses. Highly assertive personalities often fall back on competition as a conflict management strategy. The competitive strategy works best in a limited number of conflicts, such as emergency situations. In general, business owners benefit from holding the competitive strategy in reserve for crisis situations and decisions that generate ill-will, such as pay cuts or layoffs.

**2.10. Going to Court**

For most people, going to court over a dispute is the least preferred way to resolve a dispute. The court experience can be costly, stressful and time-consuming for you and the hirer, so it’s often best to try other dispute resolution options first. However, if ADR does not work or is inappropriate for your circumstances, a court or tribunal decision may provide you and the hirer with a definite outcome. Some states and territories have civil and administrative tribunals, which are similar to local or magistrates courts. Most courts and tribunals will encourage you and the hirer to try to reach an agreement yourselves. In the Federal Court, this can be a requirement. After you apply or file a claim in a court or civil and administrative tribunal, you and the hirer may be expected to participate in mediation or a pre-trial conference as part of the process. A court or tribunal will need to see evidence. Before going to court, you should make a record of your efforts to resolve the problem. Make notes of conversations and copies of emails, faxes and letters. It is best if you make the record on the same day that the action occurs. These documents will form part of your evidence in court.

**3. 0.Conclusions**

Contract is a legally bound agreement between parties to fulfill all the terms and conditions contained in the agreement Contract management may also involve aiming for continuous improvement in performance over the life of the contract. The terms and conditions of the contract include specifications such as bill of quantities, contractor bonus, liquidated damages, time period, means to measure items executed, price adjustment procedures, variation/change control procedures, foreclosure, termination, and all the other formal mechanisms that enable a contract to be implemented. When contracts are not well managed from the employer side, the contractor is likely to neglect the quality resulting in substandard product that is not durable and structurally unsafe; decisions are not taken at the right time or not taken at all and there might be time and cost overrun, dispute among employees. Dispute among employees leads to problems in terms of finances, personnel, time, and opportunity costs. Therefore efficient strategies to curb legal and managerial matters involving contracts in Nigeria have to be put in place. Some of which include:• ADR (Alternative dispute resolution): The most common types of ADR include Mediation, conciliation and arbitration.• Intensive negotiation• Expert determination• Litigation• Accommodating the other party• Avoiding the other party• Collaborating• Compromising• Competing and• Going to Court.