

PREFACE

This Contract Administration Manual and its included Guidelines is presented in two Volumes and was prepared under a grant financed by the International Development Agency (IDA), APL No. 1 Grant No. H049-ET. The consulting services were provided by SMEC International Pty Ltd.

This manual has been developed from current international best practice appropriately modified to take account of local experience and conditions. It is written for use of ERA's Project Engineers, Branch Heads and Division Heads.

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Document Revision:

This document will need to be updated from time to time. Major changes to development policy, procedures or any relevant issues related to the new policies or revised law of the land, ERA, or that is mandated by the relevant Federal Government Ministry or Agency, which results in the need for amendments and updating should be incorporated in the manual as soon as possible after their date of effectiveness. Other minor changes, not affecting the whole nature of this manual, may be accumulated and made periodically. When a change is approved, new page(s) instituting the revisions, together with the revision date, will be issued and inserted in to the relevant sections.

All revisions to the Contract Administration Manual will be made strictly in accordance with the following procedures:

- (1) Any proposed change will be submitted by or through the Head of the Construction Contract Implementation Division of ERA.
- (2) The proposed change, addition or deletion will be submitted on a Manual Change Form 1-1 (see attached form) and forwarded with a explanation of its need and purpose.
- (3) If the change is approved, the Director General will sign the Manual form and return a copy to the Head of the Construction Contract Implementation Division, who will arrange for the change to be incorporated into the Manual.
- (4) The Head of the Construction Contract Implementation Division will re-issue all affected pages of the Manual showing the proper revision date as shown on the Manual Change Form1-1.

ETHIOPIAN ROADS AUTHORITY

CONTRACT ADMINISTRATION MANUAL

MANUAL CHANGE		This area to be completed by the Head of ERA Construction Contract Implementation Division	
		<i>CHANGE No.</i> _____ <i>(SECTION No. CHANGE No.)</i> _____ - _____	
Section	Explanation	To be Deleted	To be Inserted

Submitted by: _____

Date: _____

Head Construction Contract Implementation Division

Approved by: _____

Date: _____

ERA Director General

Manual Change Form 1-1

FOREWORD

This manual represents a compilation of various manuals and guidelines produced for and by ERA over the last ten years. It has been prepared as an easy to use reference document for the use and technical guidance of the Ethiopian Roads Authority in general and the Construction Contract Implementation Division in particular in the implementation of their road construction projects. This manual may also be used as a guide by other agencies undertaking other civil works.

This Contract Administration Manual and its included Guidelines is presented in two Volumes and was prepared under a grant financed by the International Development Agency (IDA) APL No. 1 Grant No. H049-ET for the effective and efficient management and administration of ERA's road projects.

The Ethiopian main road network is a very large national asset which requires careful development planning, project implementation and maintenance in order to provide the high level of service that is demanded by the road users and public. In recognition of this and the Government's commitment to meeting the 2015 Millennium Development Goals set for Ethiopia, the Ethiopian Roads Authority has initiated the Roads Sector Development Program to address the broader development planning issues of "accessibility" and "connectivity" that will provide the underlying transport infrastructure support to meet these and future economic and social development goals.

RSDP II, like RSDP I, is consistent with the economic policy of the country and is likely to be one of the catalysts for the agricultural development-led industrialization strategy that is essential to achieve the goals of food sufficiency and poverty alleviation. It will further facilitate an expansion of social services and the promotion of employment opportunities across the regions.

It is my sincere hope that this manual will provide all users with both a standard reference and a ready source of good practice for project administration and management, and will assist in the efficient and timely delivery of cost effective road projects.

I look forward to the practices contained in this manual being quickly adopted into operations, thereby making a sustainable contribution to the improved development of the infrastructure in our country.

As some components of this Manual will require periodic updating, comments and suggestions on any aspects from any concerned body, group or individual are expected and will be highly appreciated.

Zaid Wolde Gabriel
Director General
Ethiopian Roads Authority

ACKNOWLEDGEMENTS

This Contract Administration Manual is based on a review, consolidation and compilation of current best practice methods, procedures and guidelines available for civil works projects in general and ERA road projects in particular.

The Manual has used as its foundation the World Bank's various documents and Standard Bidding formats together with the FIDIC IV Conditions of Contract for Works of Civil Engineering Construction, but has also referred to the various documentation of the African Development Bank and the European Union.

Extensive use has also been made of the various documents produced for ERA during the last ten years under WB and DFID funded projects, including the 2002 NCT, ICB and Specification documents.

It is the intention to strengthen this manual through its use in training programs to be carried out over the coming two years of the project. In this way, this manual will become an essential and useful reference for ERA staff involved in road project implementation.

All persons contributing to this manual are listed in the preface.

A limited number of copies are available to other organisations and to individuals with an interest in civil works administration and management. Inquiries may be made to:

Director General
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Addis Ababa, Ethiopia

ACRONYMS AND ABBREVIATIONS

Acronym	Description
AfDB	African Development Bank
BOQ	Bills of Quantity
CESMM	Civil Engineering Standard method of measurement
CCID	Construction Contract Implementation Division
CPA	Contract Price Adjustment
DACON	Database of Consultants
DFID	Department for International Development (UK)
DLP	Defects Liability Period
DMO	District Maintenance Organisation
DRB	Dispute Review Board
DRE	Dispute Review Expert
DTSB	Design and Technical Support Branch
ERA	Ethiopian Roads Authority
EU	European Union
EMP	Environmental Management Plan
ESPB	Engineering Services Procurement Branch
FIDIC	International Federation of Consulting Engineers
GOE	Government of Ethiopia
ICB(T)	International Competitive Bidding (Tendering)
IDA	International Development Agency
IPC	Interim Payment Certificate
JICA	Japanese International Cooperation Agency
LCB	Local Competitive Bidding
LOI	Letter of Invitation
MDB	Multilateral Development Banks
MFED	Ministry of Finance and Economic Development
MOS	Materials on Site
NCB(T)	National Competitive Bidding (Tendering)
NMD	Network Management Division
PE	Project Engineer
PMS	Pavement Management System
PMMS	Project Monitoring and Management System
PPD	Planning and Programming Division
PMBOK	Project Management Body of Knowledge
PPA	Public Procurement Authority
RDPB	Receipts and Disbursement Processing Branch
ROW	Right of Way
RSDP	Road Sector Development Programme
RRA	Regional Roads Authority
SMEC	Snowy Mountains Engineering Corporation
TOC	Taking Over Certificate
TOR	Terms of Reference
WB	World Bank

DEFINITIONS

Term	Definition
Admeasurement	Apportioning of quantities or costs. See also Remeasurement, Valuation, Bills of quantities
Adjudicator	In some forms of contract the person appointed to give a decision on a dispute between the parties to the contract.
Arbitration	Semi legal procedure resulting in an imposed settlement of a dispute by an impartial third party
Bid	An offer to enter into a contract. Also called a 'Tender'
Bills of quantities (BoQ)	A list of the items and quantities of work to be executed for an Employer under a contract. See also Schedule of rates, Unit rate. In the traditional arrangements a BoQ is normally issued with a specification and tender drawings, and the contractors insert their 'rates' (prices per unit quantity) for each item. In what are called 'admeasurement' contracts, payment to a contractor is based on these rates multiplied by the quantities of work done.
Ceiling Amount	A budget limit. Normally expenditure above this limit will require the allocation of additional funds to a project. Note that this concept does not exist in FIDIC based contracts.
Client	see Promoter - Employer
Conditions of Contract	The terms of the contract. They define the words used, the responsibilities of the parties, procedures, liabilities for damage, injuries, mistakes or failures of contractor or sub-contractors, delays, changes in legislation such as taxation, frustration of contract and termination. Also called 'general conditions of contract', 'model forms' or 'standard forms'. See also Terms of a contract.
Conciliation	Non legal procedure of facilitation of reconciliation by a third party for the settlement of a dispute.
Conditions of Particular Application	Conditions added to a set of model or standard conditions of contract for application to a particular project
Consultant	Professional advisor on studies, projects, design, management, techniques and Technical or other matters
Consulting engineers	Consultants who also design projects and supervise construction.
Contract	An agreement enforceable at law
Contract Price Adjustment	Revision of the contract price for the effects of inflation on the cost of labour and materials. Data produced from public records of the increased cost of commodities, labour, fuel and so on can be used to ascertain the amount due in each month's payment. See also Escalation.
Contractor	In general a supplier of services ; in civil engineering usually a company which undertakes construction, and who for some projects also undertakes design or other services
Dayworks	see Schedule of rates
Defects liability period	The period following the completion of the Works during which the Contractor remains liable for any defects which manifest themselves in the completed Works.
Domestic sub-contractor	A sub-contractor selected and employed by a main contractor, i.e. not nominated by the client
The Engineer	The person named in a contract to be responsible for administering that contract, particularly in contracts for construction.
The Engineer's Representative	In ERA and FIDIC contracts the formal title for the Engineer's representative on site, often called 'the Resident Engineer' - see also Supervisor

Term	Definition
Equipment	Contractor's equipment's is defined in some civil engineering contracts as those things used by the contractor to construct the works but not materials or other things forming part of the permanent works - see also Plant
Escalation	Increases (or decreases) in the costs of labour or materials due to inflation (or recession and deflation). See also Contract price adjustment
FIDIC	International Federation of Consulting Engineers
Feasibility Study	Investigation of possible designs and estimating their costs to provide the basis for deciding whether to proceed with a proposed project or not.
Fixed price	A tender price not subject to escalation. May also mean that variations are not permitted.
Guarantee	A formal promise or assurance that something will be delivered as specified.
Liability	Legal obligation
Litigation	An imposed settlement of a dispute by law
Lump sum payment	Used to indicate that a contractor is paid on completing a major stage of work, for instance on handing over a section of a project. Strictly it means payment in a single lump. In practice 'lump sum' is used to mean that the amount to be paid is fixed, based on the contractor's tender price but perhaps subject to contract price adjustment.
Main Contractor	A contractor with the prime responsibility for constructing the Works.
Maintenance period	The period following completion of the works during which the Contractor is required to maintain the works. This is not the same as the Defects Liability Period.
Measurement	Calculation of quantities of work for payment or estimating purposes - see also remeasurement
Mediation	A non legal intervention by a third party to settle a dispute
Milestone	A predefined stage of progress (time or action).
Negotiation	Agreement by discussion
Nominated sub-contractor	A sub-contractor who is chosen by the Promoter or the Engineer rather than by the main contractor but is then employed by the main contractor.
Permanent works	The works to be constructed and handed over to the Client
Plant	Traditionally 'Contractor's plant' is defined in civil engineering contracts to mean things used by the contractor to construct the works but not materials or other things forming part of the permanent works - see also Equipment
Pre-qualification	The process of assessing the acceptability of a Consultant or Contractor's qualifications in order to determine if they should be invited to tender or not.
Prime Cost	An amount included in the BoQ, by the Client, to cover the actual cost of some particular goods or materials. The Contractor is paid the actual cost of the item plus any charge included by the Contractor in his Tender for labour, profit, carriage etc.
Provisional sum	An amount included in a BoQ, by the Client, for work which is not defined before inviting tenders. The contractor is paid an amount based upon the actual work ordered by the Engineer
Punch list	A list of defects to be corrected by a contractor or sub-contractor
Qualified tender	A tender which includes conditions, reservations or statements made to limit liabilities if that tenderer is given the contract
Rate	Price per unit quantity of an item of work. Not used to mean the speed of work

Term	Definition
Remeasurement	Calculation of the actual quantities of work ordered as opposed to those indicated in the tender BoQ, in order to certify the payment due to a contractor.
Resident Engineer	see Engineer's Representative
Retention	A part of the payment due to a contractor for work done which is withheld as a liquid guarantee until such time as the Contractor has fulfilled his obligations under the contract.
Schedule of rates	A list of unit rates for typical items of work tendered by a Contractor on the basis of indicative quantities.
Security	Something to be forfeited in the case of default
Snag List	See Punch list
Special Conditions of contract	Conditions added to a set of model or standard conditions of contract for application to a particular project
Sub-contractor	A contractor employed by a main contractor to carry out a part of a project. A sub-contractor is not in contract with the Client but with the Contractor.
Sub-letting	Contracting out a portion of the works to a sub-contractor, by the main contractor.
Supervisor	The person or organisation appointed to check that the Works are constructed in accordance with the contract - see also Engineer's Representative.
Temporary works	Items built or utilised to facilitate the construction of the Works
Tender	An offer to enter into a contract, such an offer by a contractor to construct a project. Also called a 'bid'
Terms of a contract	The obligations and rights agreed between the parties, plus any terms implied by law.
Unit rates basis of payment	Payment at a fixed price ('rate') per unit of work done. In civil engineering 'admeasurement' contracts the predicted total amounts of work are usually stated item by item in a bill of quantities (BoQ) and the contractor is paid the rate for each x actual amount of work done.
Valuation	In building and civil engineering contracts the process of calculating a payment due to the contractor
Variation	A change to the quantity, quality or timing of the works which is ordered by the Client or his representative under a term of a contract
Warranty	An acceptance of responsibility for defects and or their repair over a specified period
The Works	What a contractor has undertaken to provide or do for a Client - consisting of the work to be carried out, goods, materials and services to be supplied, and the liabilities, obligations and risks to be taken by that contractor.

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