

NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY

FACULTY OF BUILT ENVIRONMENT

DEPARTMENT OF QUANTITY SURVEYING

PART IV SUPPLEMENTARY EXAMINATIONS –2012

**STANDARD FORMS OF CONTRACT FOR BUILDING AND CIVIL ENGINEERING –
AQS4105**

Time: 3 hours

Total Marks: 100

INSTRUCTIONS:

Answer all questions

All questions carry equal marks.

QUESTION ONE

Contractor ignores an instruction by a Project Manager to alter some works citing that the Standard Building Contract signed between the Client and the Contractor does not have a clause that recognizes a Project Manager. The Project Manager is infuriated by the action of the Contractor and is deciding to discharge the Contractor.

- a) Advise the Project Manager on the consequences of his decision (15 marks)
- b) What should be done on the Standard Building Contract to avoid such disputes between the Project Manager and the Contractor (10 marks)

QUESTION TWO

- a) Discuss giving examples the fundamentals of “loss and expense” claim (15 marks)
- b) Contractor claims for loss and expense for delays caused by his domestic subcontractor but the Quantity Surveyor refuses to include the claim for payment. Advise whether the actions by the Quantity Surveyor are justified. (10 marks)

QUESTION THREE

- a) When do materials onsite or offsite be vested to be the property of the client? (10 marks)
- b) Rendum Private Limited supplied some building materials on site to the contractor on a 30 day account. The supplier and contractor enter into a contract that stipulates that all materials supplied belong to the supplier until they are paid for. The contractor fixes the materials onto the building and well after 30 days client fails to pay. The supplier has ordered the contractor to remove the materials and return them. Does the supplier's demand holds? (15 marks)

QUESTION FOUR

Progressive Consultants has been instructed by Safco Property Developers to do preliminary works and detailed estimates for a proposed housing development. It took Progressive Consultants 2weeks to do the works including some site visits; however there was no written contract between them. Six months later Safco advises Progressive Consultants that the project has failed. Progressive Consultants submitted a claim for the professional services so far provided but Safco refuses to owner the claim on grounds that there was no contract yet. Advise the two parties on the right course to take in reference to conditions of a valid contract. (25 marks)

END OF EXAMINATION