



NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY

FACULTY OF THE BUILT ENVIRONMENT

DEPARTMENT OF QUANTITY SURVEYING

CONTRACT ADMINISTRATION I

BQS 4102

Main Examination Paper

December 2024

This examination paper consists of three (3) pages.

Time Allowed: 3 hours

Total Marks: 100

Special Requirements: Agreement and Schedule of Conditions Contract, ZGCC4 Contract, NJPC 2000 contract

Examiner's Name: Mr. L. Bvute

INSTRUCTIONS

1. Answer all questions on Section A and any **two (2)** from Section B.

MARK ALLOCATION

QUESTION	MARKS
Section A (Compulsory)	
1.	30
2.	20
Section B	
3.	25
4.	25
5.	25
TOTAL	100

SECTION A: Compulsory

Question One

- a) The National University of Science and Technology (NUST) is planning to embark on a Capital Projects Programme exceeding 20 Million United States Dollars of investment. Various infrastructure projects are to be built across the university based on a specified programme of development. Four issues facing the client at the moment are how to develop an appropriate construction procurement strategy, selection of suitable tendering procedures, selection of an appropriate standard form of contract, and how the price of each project will be calculated and controlled as the budget cannot be exceeded.
- i. Discuss the reasons why each of the client's concerns is relevant in the procurement of construction work and the implications if these are not dealt with properly [7 marks]
 - ii. Provide a reasoned recommendation to satisfy the needs of the client and illustrate the steps for implementing your recommendations for the infrastructure programme development [8 marks]
 - iii. Advise the client on the range of options available for dealing with the issues of concern [15 marks]
- [30marks]**

Question Two

- a) You have been appointed as the contractor on a project to build a private school. You have received the plans and specifications which include the construction of two passages connecting the first floors of the two main buildings housing the class rooms. Both passages consist of a concrete slab which serves as roof for the ground level passage and walkway for the first floor passage. You peruse the plans and realise that the design of the passages are flawed. Should you progress to build the passages as per the plans, there is a valid possibility that the passages might collapse.

With reference to relevant clauses in any standard form of contract, discuss how you would deal with the situation in terms of the contract.

[8 marks]

- b) With reference to the ZGCC4, using examples, explain any **five (5)** circumstances under which an extension of time results in a loss and expense claim. [12 marks]

[20marks]

SECTION B: Answer Any Two Questions

Question Three

- a) Explain, using examples, the following rules used when interpreting contracts:
- i. Contra proferentem rule [4 marks]
 - ii. Ejusdem generis rule [6 marks]
- b) Discuss the drawbacks of the Agreement and Schedule of Conditions of Building Contract and propose potential solutions to address these issues. [15 marks]

[25marks]

Question Four

- a) Explain the phrase 'all contracts are agreements but not all agreements are contracts.' [5 marks]
- b) With reference to any standard form of contract, explain which party has the liability if the employer has paid for materials on site which are subsequently stolen. [5 marks]
- c) Using the Agreement and Schedule of Conditions of Building Contract, discuss the responsibilities of the contract administrator on a specific building project from project initiation to project closure.

[15 marks]

[25marks]

Question 5

- a) Outline the different categories of variations that may arise in an existing contract. [5 marks]
- b) With reference to the ZGCC4, under what circumstances can a contractor claim for an extension of time for substantial completion of works. [10 marks]

- c) Your client appointed you to provide the services of contract administration for the construction of a lodge near Tshabalala. The contractor was appointed under the NJPC2000 and you recently issued the certificate of practical completion for the project. In the last site meeting, the contractor was not satisfied with the amount that was certified in the penultimate payment certificate issued.

Following this site meeting, the contractor submitted a letter to you and the client declaring a dispute on the project. The contractor stated that you did not carry out your obligations as the principal agent to ensure that the amount certified for practical completion are correct.

An urgent meeting is scheduled between you and the client to discuss the contractor's declaration of dispute and the dispute resolution clauses of the NJPC2000. The client has identified specific items of concern for this discussion.

Discuss the dispute resolution process that will apply to this situation.

[10 marks]

[25 marks]

END OF EXAMINATION