

THE OPEN UNIVERSITY OF SRI LANKA
DEPARTMENT OF CIVIL ENGINEERING
CONSTRUCTION MANAGEMENT PROGRAMME - LEVEL 7
POST GRADUATE DIPLOMA / STAND ALONE COURSES



Final Examination – 2007/08

029

CEX7105 - Construction Contracts and Claims

Time Allowed : **Three Hours**

Date: 29th April 2008

Time : 0930-1230 hrs.

The candidates must state explicitly the Conditions of Contract in accordance with which he has answered the questions. Candidates are NOT permitted to refer to the above publications at the Examination Hall.

Candidates are required to provide comprehensive answers using relevant examples from the industry for clarity.

Answer any four (04) questions. All questions carry equal marks.

Q1.

Describe the term Attendance in relation to Nominated Sub Contract Work. Briefly explain the Main Contractor's general obligations in respect of;

- (a) Co-ordination of Sub Contract Work and
- (b) Use of scaffolding by the Sub Contractor

(25 marks)

Q2.

Due to unforeseeable and unprecedented floods the Contractor could not perform the Contract and had no alternative but to abandon the Works.

Explain the Contractual rights and responsibilities of the Contractor under this situation.

(25 marks)

Q3.

Disputes arising as result of poor quality Tender documents and Contract documents, is a frequent occurrence in the construction industry.

Discuss whether the use of Standard Bidding Documents would help to minimize such disputes.

(25 marks)

Q4.

A Test Report on concrete cube tests was received by the Engineer nearly 5 weeks after the cubes were referred to the testing laboratory. In the meantime the reinforced concrete work including casting of columns, beams etc. continued.

The Test Report revealed the results were marginally unsatisfactory. The Engineer immediately suspended the Works until investigations were completed and the results published.

Discuss the rights and responsibilities of the Employer and of the Contractor under the Suspension ordered by the Engineer.

(25 marks)

Q5.

Write a short account on Contractor's All Risks Insurance Policy and identify the Contractor's and Employer's risks covered under this policy with regard to the construction industry.

(25 marks)

Q6.

One of the main draw backs of the Contract administration at-site level as it is generally practiced at present is the Variation procedure. Consultant/Engineer as well as the Contractor, rarely follows the procedures stipulated in the applicable Conditions of Contract.

Outline the procedure stated in SCA/01 (Jan 1989) or in SBD/ 02 for Major works, in issuing and pricing of Variations with special reference to Standard Forms for variation orders, verbal orders etc.

(25 marks)