

**CORK INSTITUTE OF TECHNOLOGY
INSTITIÚID TEICNEOLAÍOCHTA CHORCAÍ**

Autumn Examinations 2011/12

Module Title: Construction Contract 3B

Module Code: BULD7027

School: Building and Civil Engineering

Programme Title: BSc in Quantity Surveying
BSc in Construction Management
BSc (Hons) in Quantity Surveying
BSc (Hons) in Construction Management

Programme Code: CCECO_7_Y3
CCECE_7_Y3
CMNGT_7_Y3
CQTSU_8_Y3
CCNMG_8_Y3
CCMNE_7_Y3

External Examiner(s): Mr N. Dempsey, Mr G. O'Rourke, Mr T. Cahalane, Ms R. Scully
Internal Examiner(s): E. Farr

Instructions: **Answer 3 questions.**
All questions carry marks as stated.

Duration: 2 Hours

Sitting: Autumn 2012

Requirements for this examination:

Note to Candidates: Please check the Programme Title and the Module Title to ensure that you have received the correct examination paper.
If in doubt please contact an Invigilator.

- 1 (a) Apart from the normal way of ending a contract and determination of the contractor's employment, give three other circumstances in which a contractual relationship could be ended in ordinary law (10 Marks)
- (b) What is the purpose of the retention fund (5 Marks)
- (c) Explain the division in law between contract and tort (5 Marks)
- 2 (a) Apart from the architect, the contract extends a right of access to the site to a number of other named persons. Identify them and give the relevant clause number(s) (10 Marks)
- (b) For any party to become involved with another party in tort, there are three basic requirements. Identify them. (10 Marks)
- 3 (a) Explain the requirement in the RIAI form of contract that the contractor be constantly represented on site by an identifiable agent (5 Marks)
- (b) Explain in detail the contractual status of the contractors programme under the RIAI standard building contract (5 Marks)
- (c) Where an ordered variation results in an extensive omission, Clause 14 of the RIAI form of contract allows that the contractor should be compensated in what way (5 Marks)
- (d) What are the advantages of using a standard form of contract (5 Marks)
- 4 (a) Define the relationship between the *designated date* and the *date for the receipt of tenders* in an RIAI contract. What is the purpose of a designated date? How does the inclusion of this condition assist an estimator? (10 Marks)
- (b) Explain in detail the legal difference between a *nominated* and a *domestic* sub-contractor. (5 Marks)
- (c) What are the primary differences between a *provisional* and a *prime cost* sum? (5 Marks)