

FEDERAL UNIVERSITY OF TECHNOLOGY
SCHOOL OF ENVIRONMENTAL TECHNOLOGY
DEPARTMENT OF ARCHITECTURE

FIRST SEMESTER EXAMINATION – 2017/2018 SESSION

COURSE CODE: **ARC 515**
COURSE TITLE: **LAW OF BUILDING CONTRACT**
HEAD OF DEPARTMENT: **DR. PHILIP AYUBA** LECTURER: **ARC E. O. OLAJIDE**
TIME ALLOWED: **THREE (3) HOURS**

INSTRUCTIONS: **SECTION 'A' Answer Any Two (2) Questions**
SECTION 'B' Answer Any Three (3) Questions

ANSWER FIVE (5) QUESTIONS ALL TOGETHER. EACH QUESTION CARRIES TWENTY (20) MARKS.

SECTION 'A'

1. The **Standard Form of Building Contract** as published by the Nigeria Institute of Architects is the template for formalizing contracts in the building industry. **What is a contract? When a contract?** (20 Marks)
2. Articulate with vivid and appropriate illustrations the **six (6) basic ingredients of a contract** as the fundamental and objective conditions to be fulfilled for all contracts. (20 Marks)
3. Elucidate on the following terms:
Sectional completion, Force Majeure, Clerk of Works, Provisional sums. (20 Marks)

SECTION 'B'

4. Planning permission was obtained for a small building. The building owner wants to press ahead with a larger building without further reference to Planning. The architect knows that the Planning Department would refuse the large building out of hand. Should the architect continue to do the drawings and administer the contract on site? (20 Marks)
5. The contractor is running over time. The employer wishes to terminate, but the architect has over-certified. What action would you take as the Architect? (20 Marks)
6. If the employer gives instructions on site directly to the contractor, must the architect then confirm those instructions in writing? (20 Marks)
7. Is the contractor obliged to stick to a low rate in the bill of quantities if the amount of work is substantially increased? (20 Marks)
8. Can the contractor be entitled to an extension of time if he finishes before the date for completion? (20 Marks)
9. If the architect has issued a certificate of practical completion with 150 defective items listed and the contractor is not remedying them within a reasonable time, what can be done about it? (20 Marks)
10. The employer terminated in the 9th month of a 10-month contract. Can the employer deduct liquidated damages from the original contractor until practical completion is achieved by others? (20 Marks)