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Universiti Tun Hussein Onn Malaysia

**UNIVERSITI TUN HUSSEIN ONN MALAYSIA**

**FINAL EXAMINATION  
SEMESTER II  
SESSION 2014/2015**

COURSE NAME : CONSTRUCTION LAW  
COURSE CODE : BPD 20302  
PROGRAMME : 2 BPC  
EXAMINATION DATE : JUNE 2015 / JULY 2015  
DURATION : 2 HOURS  
INSTRUCTION : ANSWER ALL QUESTIONS

THIS QUESTION PAPER CONSISTS OF **THREE (3)** PAGES

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**Q1** ANM Bina (Main Contractor) has been awarded a 40-storey hotel project in Pulau Pangkor, Perak. Senior Architect of the project is Ar. Alyana Jones from Tega Design Architect who is responsible in designing and managing the entire project. She is required to brief her project team that it has to be completed within time as stipulated by Ilusi Jaya Sdn. Bhd. (Client). Therefore, several significant matters in regards to delay and extension of time (EOT) are needed to be highlighted during the project brief. Based on PAM 2006 standard form of contract:

- (a) Explain the delay caused by Nominated Sub-Contractor. (10 marks)
- (b) Describe **THREE (3)** relevant events as grounds that permit main contractor an extension of time (EOT) in completing the project. (15 marks)

**Q2** Law of Tort is one of significant principles to protect plaintiff from any damages in construction project .

- (a) Explain **TWO (2)** factors contribute to trespass in construction project. (10 marks)
- (b) Discuss the case of **Rylands v. Fletcher (1868) L.R. 3 H.L. 330** found in Law of Tort. (15 marks)

**Q3** Arbitration is different both with litigation in court and certain other mechanisms (adjudication and mediation) for the resolution of disputes.

- (a) Explain the nature of arbitration in construction contract. (10 marks)
- (b) Describe **FIVE (5)** advantages of arbitration. (15 marks)

**Q4** Adam Bina Sdn. Bhd. (Grade 7 Contractor) is undertaking a refurbishment project for flood-affected properties such as bridges, mosques and schools in Kuala Krai, Kelantan. The amount of contract sum for the refurbishment projects is RM75 million. The price for the work is commonly referred to as the fixed contract sum. However, contract sum can be revised due to several changes throughout project delivery. In order to change the specification of the work, a contract has to be re-negotiated between key project team. Since Mr. Zul Aqiffin is a Quantity Surveyor (Alaf QS Consultant) of the project, he needs to be aware of variation order clauses under PWD 203A form of contract and brief Mr. Keith (Project Manager) from Adam Bina Sdn. Bhd on this regards.

(a) Explain **FIVE (5)** changes in construction that permit contractor to claim under variation order clauses.

(10 marks)

(b) Discuss the valuation process of variation works carried out by the contractor.

(15 marks)

**-END OF QUESTIONS-**