

Candidate Number:
Seat Number:

Section II

Essay Questions

The HKIA/ARB Professional Assessment 2022

Paper 2

Building Contracts, Professional Practice, Professional Conduct &
Conditions of Agreement

15 November 2022

9:00 am – 12:00 noon (3 hours, whole paper)

Venue

Rotunda 3, 6/F

Kowloonbay International Trade & Exhibition Centre (KITEC)

Kowloon Bay

Section II (40 marks) :

Essay Questions (pages 1 – 5)

A total of **THREE** questions are to be answered.

Question 1 (1a & 1b) is compulsory (10 marks).

Answer **TWO** out of Questions 2, 3 and 4 (15 marks each).

Time recommended for this section : 1 hour 40 minutes

Notes:

1. The answer scripts will only be collected at the end of the whole paper. Please place them in the **top right-hand corner** of your desk for collection.
2. ONE answer book is provided for Section II – Essay Questions. You should use a **blue/black** ink pen, a felt pen or a ball pen to write your answers.
3. Please **answer all essay questions in the same answer book (i.e. there is no need to separate your answers to different questions into separate answer books)**. If necessary, you can request for additional answer books.
4. Please start the answer to each question on a new page with clear marking on the corresponding question number at the top of the page.
5. Remember to write your **candidate number and room/seat number** on the answer book(s), including all the appendices forming parts of your answers, and also on the question paper.
DO NOT write your name on the answer books.

PAPER 2 SECTION II – ESSAY QUESTIONS

PART A : Question 1 (Compulsory Question 1a & 1b – 10 marks)

Question 1a (COMPULSORY) (5 marks)

- (i) What do you understand by “continuing professional development (CPD)”, or “continuing education” as referred to under Rule 4.3 of the HKIA Code of Professional Conduct? (2.5 marks)

Identify **any two** of the main areas of activities deemed acceptable for vetting and assessment of CPD.

What is the CPD requirement for annual renewal of HKIA membership?

- (ii) Environmental protection and sustainable development are now issues of growing societal concern. (2.5 marks)

How should we, as architects, assume a responsible role in protecting the environment, and what does the HKIA Code of Professional Conduct reveal to us regarding this?

Question 1b (COMPULSORY)(5 marks)

Jeremy was a senior architect of an architectural firm and was responsible for procuring building materials for a building renovation project (the Project). In a family gathering, his cousin Bosco, who was a construction materials supplier, casually asked Jeremy about the budget of the Project and the prices offered by other bidding contractors. Jeremy believed that Bosco's company provided construction materials of good quality and thus there was no harm in sharing information of the Project with him. On the other hand, Bosco revealed a plan to expand his business and invited Jeremy to be his company's part-time consultant. Jeremy thought that it was a good way to make extra money and accepted Bosco's invitation right away. (5 marks)

In the procurement exercise of the Project, Jeremy was required to sign a declaration form to confirm that no conflict of interest was involved with the bidders. Although Bosco's company was one of the bidders, Jeremy thought that he was clean himself and therefore declared no conflict of interest in the procurement exercise. The contract was eventually awarded to Bosco's company.

Do you think Jeremy and Bosco have committed any offences under the Prevention of Bribery Ordinance (POBO)? Please explain your answer by elaborating the major elements of any possible offences with reference to the scenario.

PART B : Answer TWO out of THREE questions from Questions 2, 3 & 4 – 30 marks

Question 2 (15 marks)

- (a) You are the Architect of a 30-storey mixed use commercial building project. The project design stage has been completed, and it is ready to commence Stage E - Contract Documents. Since the project involves complicated façade design in curtain wall system and luxury interior fitting-out works, the Client asks for your advice whether these works should be included as part of the Main Contract under domestic sub-contracts, or they should be awarded as nominated sub-contracts under the Main Contract. (10 marks)

Please discuss and advise the Client on the advantages and disadvantages of these two arrangements.

- (b) Main Contract and nominated sub-contract system with lump sum fixed price is finally adopted based on the Standard Form of Contract. During the material submission for a major stone flooring, the fitting-out Nominated Sub-Contractor (NSC) reported that the supply cost of such specified material increased by 100% as compared with the price indicated in the Bill of Quantities in the contract. The NSC is facing financial difficulties and requested for additional reimbursement for fluctuation in material cost, or alternatively, the NSC proposed to change the specified stone flooring to another material that is within their allowed budget. (5 marks)

Please discuss the contractual position and advise the possible courses of actions.

Question 3 (15 marks)

In a design-and-build contract, Contractor X was responsible for obtaining approval and consent from the Building Authority for foundation works. According to Contractor X's master programme, foundation works were scheduled to be carried out after tree felling, for which the Architect, YZ Architects, was responsible to obtain tree felling approval from the government authorities.

Both Contractor X and YZ Architects obtained approvals from the authorities later than the specified periods in Contractor X's master programme. The tree felling submission was approved even later than the issuance of consent for the foundation works. In order not to idle site works, Contractor X revised their work sequence and prioritized the foundation works at other areas not affected by tree felling.

Contractor X submitted notices of delay due to the late approval of tree felling. YZ Architects granted an extension of time and fixed a new Completion Date. Near the completion of the Contract, the Client challenged that the actual delay caused by approval of tree felling was less than that assessed by the Architect.

- (a) In general, what are some key factors the Architect should consider in assessing an extension of time claim? State 3 of them. (4.5 marks)
- (b) Describe how each of the 3 key factors stated in your reply in (a) should be applied to YZ Architects' consideration of Contractor X's extension of time claim in the above scenario. (4.5 marks)
- (c) Elaborate whether the Architect should seek the Client's comment on his assessment of extension of time before fixing a new Completion Date. (2 marks)
- (d) Under the Conditions of Contract, can the Architect revise an extension of time that has been assessed and change the previously fixed new Completion Date? State the relevant clause in the Conditions. (2 marks)
- (e) Suggest how YZ Architects may respond to his Client's opinion about the assessed extension of time and actual delay. (2 marks)

Question 4 (15 marks)

You are the Architect of a modular integrated construction (MiC) project for which the Contractor shall be responsible for the design and construction of the MiC modules. The design intent showing the principal dimensions of the MiC modules was prepared by the Consultants team and included in the Contract Drawings. After award of the Contract, the Contractor had developed the design of the modules with details and obtained approval from the Architect on their submitted shop drawings.

Upon completion of fabrication of the MiC modules, it was found that the overall width of the constructed module was built larger than the architectural design intent. It was only discovered at this stage that the Contractor had constructed the module based on the detailed dimensional build-up, which was also shown in the approved shop drawings. The overall width shown in the shop drawings was correct and tallied with the design intent, but there was an arithmetic error in the detailed dimensional build-up. Both the Contractor and the Architect were not aware of such when reviewing the shop drawings.

You confirmed with the Contractor that the overall width shown in the approved shop drawings should be followed. This incurred abortive works by the Contractor to re-construct the modules again.

- (a) Discuss the responsibility of the Contractor in preparation of shop drawings for design-and-build items, and also the Architect's role in vetting this kind of shop drawings. (4 marks)
- (b) The Contractor now submitted a claim for the abortive works. He argued that since the Architect had approved the shop drawings, it implied an agreement on the detailed dimensional build-up. Do you agree? What is your argument to support your stance? (5 marks)
- (c) Upon further investigation, it was found that there was a discrepancy in the principal dimensions shown in the architectural and structural design intent drawings. The Contractor had followed the incorrect overall width from the structural drawings for their detailed dimensional build-up. Would your answer in (b) be different? How would you advise the Client on your contractual stance in the validity of the Contractor's claim for variation? (6 marks)

END OF PAPER